

Terms & Conditions for the Access Code Service and the Calls Service.

(a trading name of TalkTalk Direct Ltd, part of The Carphone Warehouse Group plc)

These Conditions are effective as at 28th November 2007.

These Conditions do not affect your rights under law. They also include certain conditions as to the liability of 1363 to you. If you require any assistance, we suggest you contact your local branch of the Consumer Information Centre, which should be able to help.

DISTANCE SELLING

IMPORTANT!

If you ordered either Service (as defined below) from us either over the internet, by telephone, by mail order or by any other distance selling method you may cancel your Agreement (as defined below) for that Service pursuant to the Consumer Protection (Distance Selling) Regulations 2000 ("Regulations") at any time up to 7 working days either after receiving these terms and conditions or up to but not including, the date our supply of that Service to you commences if sooner ("Trial Period") provided that you notify us in writing of such cancellation within the Trial Period. Notice should be sent to TalkTalk Direct Limited, Belgrave House, 1 Greyfriars, Northampton NN1 2TT.

You will be deemed to have received these terms and conditions 48 hours after they are posted to you.

Please note that if you have commenced using any Service after receiving these terms and conditions, you will be deemed to have accepted these terms and conditions and agree that you will also lose your statutory right of cancellation under the Regulations.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires otherwise:

"Access Code" means the code assigned to 1363 for the purpose of allowing you to access the Access Code Service by dialling the relevant code immediately prior to dialling the prospective number you wish to call.

"Access Code Service" means the service provided via the Access Code.

"Affiliate" means at any time (i) any parent undertaking or subsidiary undertaking of TalkTalk Direct Limited or any company which is a subsidiary undertaking of such parent undertaking; or (ii) any company or entity (which shall include a partnership or unincorporated body) directly or indirectly controlled by, controlling or under common control with us or any Affiliate of us. The expressions "parent undertaking" and "subsidiary undertaking" shall have the meanings respectively ascribed to them by Section 1162 of the Companies Act 2006 and the expression "control" shall mean the ability to exercise or control at least fifty (50) percent of the voting rights (whether in respect of board or member voting) in the relevant company or entity or, by rights, contracts or other means, the ability to exercise decisive influence on the company or entity, whether by ownership or the right to use all or part of the assets of the company or entity or rights in respect of the composition, voting or decisions of the company or entity or otherwise.

"Calls Service" means the service provided by 1363 to a Customer via CPS.

"Charges" or **"Price List"** means our published list of charges for the Service(s), including fixed monthly charges for our Tariff Plans, individual call rates for chargeable calls and any and all other charges that may apply to your use of the Service(s) (including any calling features or other benefits supplied with them) under these Conditions. Copies are available on our Website, on request from the Customer Service Centre or on written request to TalkTalk Direct, Belgrave House, 1 Greyfriars, Northampton NN1 2TT.

"Code of Practice" means 1363's Code of Business Practice in force from time to time, the latest version of which is available on our Website, on request from the Customer Service Centre or on written request to TalkTalk Direct Ltd, Belgrave House, 1 Greyfriars, Northampton NN1 2TT.

"Conditions" means these terms and conditions as amended by 1363 from time to time, copies of which are available on our Website, on request from the Customer Service Centre or on written request to TalkTalk Direct Ltd, PO Belgrave House, 1 Greyfriars, Northampton NN1 2TT.

"Contract" means the contract between a Customer and 1363 as set out in these Conditions to pay for and receive one or both of the Services as described in the Service Literature.

"CPS" or **"Carrier Pre-Selection"** means the procedure that allows a Customer to pre-select a

telephony service provider ("CPS Operator") other than the access provider, to carry all or certain categories of calls without tapping an Access Code into their telephone and which allows that Customer to be billed directly by the CPS Operator.

"Customer", "user" or "you" means the person who opens an account with us and enters into a Contract for the supply of a Service and any other person using that Service who is, or who appears in our reasonable opinion to be, acting within the account holder's authority or permission and "your" shall be interpreted accordingly.

"Customer Equipment" means telephones, telephone lines or other telecommunications or related equipment, used to access the Service.

"Customer Service Centre" means the centre where a team of people provided by 1363 respond to, and deal with, Customer enquiries and issues, which centre may be reached by calling the Service Centre Number on 0800 0316 100. Calls to the Customer Service Centre are free from a registered 1363 line. Call costs from mobiles and other providers may vary.

"Denial of Service Attacks" means any attacks to the telecommunications network on which the Services are provided or any other third party's network, the purpose of which are to attempt to prevent legitimate users from using or enjoying the benefit of the Services or any other similar service (as the case may be), including but not limited to, attempts to 'flood' the network or to disrupt users from connecting to, accessing or using the Services;

"Direct Debit/Continuous Credit Authorisation" means our authority to collect payment from you by Direct Debit or from your credit card.

"Electronic Communications Network" has the meaning set out in the Communications Act 2003, s 32.

"Inclusive Calls" means those calls of up to seventy (70) minutes duration which are made to 01, 02 or 03 numbers in the United Kingdom only by Customers who have been notified they are eligible to make Inclusive Calls and which form part of a monthly allowance, in return for a fixed monthly fee and which will not therefore incur any individual call charges.

"Minimum Period" means a minimum contract period that may apply to your Service(s) and which we will confirm when you enter into the Contract with us for such Service(s). This minimum period will start from the date of your connection to the relevant Service(s).

"Non-Business Customer" means a Customer who is an individual and uses the Service for personal non-business related purposes only.

"Service" means either the Access Code Service or the Calls Service or both.

"Service Centre Number" means the number(s) as notified in the Service Literature from time to time.

"Service Literature" means literature compiled by 1363 containing instructions and advice concerning the Service, as amended from time to time.

"Tariff Plan" means the plan for the Service(s) you select that may entitle you to make a certain number of Inclusive Calls and may include certain calling features and other benefits in return for a fixed monthly Charge and which you may change from time to time by agreement with us.

"1363", "we" or "us" refers to TalkTalk Direct Limited and/or its associated companies, whose customer service address is Belgrave House, 1 Greyfriars, Northampton NN1 2TT or as otherwise notified and "our" shall be interpreted accordingly. 1363 is a trading name of TalkTalk Direct Limited, a subsidiary of The Carphone Warehouse Group PLC.

"Website" means the website for the Service currently located at url: www.1363.co.uk.

1.2 In this Agreement: (a) a reference to legislation shall include that legislation as amended or re-enacted; (b) a reference to a person shall include an individual, a body corporate and any association of persons; and (c) headings are used for convenience only and do not affect the interpretation of this Agreement.

2. Commencement and Use of the Services

Access Code Service

2.1 In the case of the Access Code Service, your Contract with us shall come into force from the date you first use that Service until it is terminated by either you or us in accordance with these Conditions.

2.2 You accept that use of the Access Code will override any international call barring that has been placed on your telephone line and that you will be responsible for any Charges you incur through the use of the Access Code on your telephone line.

Calls Service

2.3 In the case of the Calls Service, your Contract with us shall come into force from the date your account is activated.

2.4 We will provide you with the Calls Service once it is activated on your line, which will usually occur within approximately twelve (12) working days of your registering for the Calls Service with us.

2.5 You accept that use of the Calls Service will override any call barring options that have been placed on your telephone line and that you will be responsible for any Charges you incur through the use of the Calls Service on your telephone line.

General

2.6 Each use by you of any Service is confirmation that you accept these Conditions, which apply to your use of that Service.

2.7 One, or more, of the Services may not be available where access is provided by certain Electronic Communications Network providers or on certain ISDN lines, phone types, modems or unserviceable areas.

2.8 Each Service is only available to people with a UK billing address and to people who are 18 years and over.

2.9 Without prejudice to our rights under Condition 4.4, we reserve the right to:

- refuse to provide any Service if you fail to satisfy any of our internal credit or other criteria; and
- bar or limit any destination(s) to which you may wish to make calls using the Service.

2.10 An advance payment, of an amount reasonably determined by us, may be required from you in order to use or go on using the Service when there has been high usage of the Service or due to your current state of creditworthiness, to ensure the payment of future Charges. 1363 may use the advance payment, in full or in part, towards any amounts owed to us. If there is any amount of the advance payment remaining when the Service is terminated and all outstanding amounts due to us have been paid, including any costs reasonably incurred by us, that amount will be returned to you.

2.11 1363 reserves the right to refuse account applications if, in our sole discretion, the account will affect our ability to provide the Service to other 1363 customers due to traffic volumes or otherwise.

2.12 We will provide the Service to you with the reasonable skill and care of a competent telecommunications provider. We cannot guarantee the Service generally will be fault free. Activation and de-activation times in these Conditions are approximate, we cannot guarantee activation or de-activation within these time periods and assume no liability in relation thereto.

2.13 You must have a BT line in order to access the Service(s) and are responsible for paying all BT charges including BT line rental.

2.14 Some non-geographic numbers will not be accessible using the Service.

2.15 You agree and undertake:

- to comply with any instructions we give you about the Service and you acknowledge that we and our agents may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us;
- not to use the Service:
 - fraudulently, in connection with a criminal offence or in contravention of any applicable laws;
 - to send any message, transmission, data or material which is, or is intended to be, a hoax call;
 - to send, post, store, knowingly receive, upload, download, use or re-use any material or information which (whether lawful or not) is offensive, abusive, threatening, indecent, obscene, defamatory, malicious, racially motivated or menacing, or to harass, inconvenience or cause distress to any person; or
 - in a manner which is, or is likely to be, a violation or infringement of the rights of any third party, including rights in intellectual property, confidence and privacy;
- to use the Service solely for your personal use and not to resell, supply or otherwise commercially make the Service available to others;
- to be solely responsible for all Customer Equipment including its installation;
- to ensure that you have all necessary Customer Equipment in order to access the Service and to maintain and keep such equipment in good working

order. The costs of installation of any Customer Equipment shall be your sole responsibility;

- to pay the Charges, regardless of whether the Service has been accessed by you or a third party, and whether or not any such third party was authorised by you, unless (as regards Charges for the Service following any notice) you have notified 1363 in writing, at the first reasonable opportunity, of the fraudulent misuse giving rise to the Charges in question;
- not to use the Service in any way which, in our reasonable opinion, is, or is likely to be, detrimental to the provision of the Service to you or any of our customers including not to post or transmit any information or software which contains a worm, virus or other harmful feature, and not to generate levels of traffic which impede the ability of others to send or retrieve information, or which is contrary to any reasonable instructions given to you by 1363;
- not to breach, or attempt to breach, the security of another Electronic Communications Network user and not to use or distribute tools designed or used for compromising the security of any Electronic Communications Network or any user of such network;
- to notify us if you move to a new mailing address (or changes its email address, if applicable) so any bill for the Service may be forwarded;
- to provide promptly on our request all information (whether oral or in writing) and assistance, reasonably requested by us (whether by telephone, email or in writing), in order to validate information previously provided to, or obtained by, us in relation to your account or to investigate any other matter in any way connected with your account.

- 2.16 You also agree not to use the Services:
- for business purposes or to sell on or supply the Services to anyone on a commercial basis;
 - for making calls, sending data, publishing, knowingly receiving, uploading or downloading any data or material which are or may be reasonably deemed to be a nuisance, a hoax, abusive, obscene, racist, defamatory, menacing, indecent (including to the Customer Services operators who deal with enquiries concerning the Service), in breach of confidence, in breach of any intellectual property right (including copyright) or which is otherwise objectionable or unlawful, or you allow others to do these things or is of a nature which if transmitted would constitute a criminal offence;
 - to do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of any Network;
 - to cause annoyance, inconvenience or needless anxiety to any other person, company or organisation;
 - to send or procure the sending of any unsolicited advertising or promotional material;
 - for any purpose which we may reasonably notify you of, from time to time, due to the introduction of new legislation or applicable regulations;
 - as a means of communication, the purpose of which is other than that for which the Service is provided (including without limitation abusive or malicious calls), or which is carried out in an unauthorised way or for fraud or criminal activities;
 - for purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign including Denial of Service Attacks;
 - in any way which does not comply with instructions given to you by us, our agents or our authorized contractors;
 - other than in accordance with the acceptable use policies of the Network and (if appropriate) any relevant internet standards; or
 - via a GSM Gateway.

3. Inclusive Calls

3.1 If your Tariff Plan includes Inclusive Calls, you will not be charged for the first 70 minutes of each call you make during the period of your Inclusive Calls allowance. After 70 minutes, the standard Charges relevant to your Tariff Plan will apply to all minutes you use in excess of that allowance. Charges are made on a per minute basis, with all part minutes being rounded up to the nearest minute. To avoid any charge on any call you make during the period of your Inclusive Calls allowance, you may hang up and redial at any time before the 70-minute duration is reached. Inclusive Calls are available on the following conditions:

- the calls must be made for normal residential use and not for business purposes. You must also use 1363 as your only call provider;
- you must call a number starting with 01, 02 or 03
- you cannot use a call divert facility.

3.2 Access Code Service customers (whether under the 1363 brand or otherwise) are excluded from participating in Inclusive Calls.

4. Variation and Suspension of the Service

4.1 We may alter any Access Code at any time, at our sole discretion or as required by any government agency.

4.2 You agree that, without prior notice, we may migrate you at any time from any Service we provide to

- you to another equivalent service provided by us or one of our Affiliates, which provides you with an equivalent or more favourable price or rate plan.
- 4.3 We may change these Conditions at anytime for legal, regulatory or commercial reasons. We will notify you of all such changes in writing and/or by publishing them on our Website (which include www.1363.co.uk). We will give you not less than 30 days prior notice of any changes to these Conditions that are likely to be detrimental to you. If you object to such changes you may be able to terminate your Contract in accordance with Condition 6, provided that you will still be liable for all Charges for the Service outstanding at the date of termination.
- 4.4 We shall be entitled at any time, and at our discretion (without notice or liability, subject to Condition 4.5) to suspend, limit, cancel, discontinue, enhance or vary the Service if necessary:
- for technical or quality reasons;
 - for necessary maintenance and/or upgrades to our system;
 - where you exceed any credit limit we may impose on you from time to time or fail to pay any reasonable non-interest bearing deposit that we may ask you for (Any such deposit will be refundable on request, but this may result in us lowering your credit limit);
 - if you have failed to pay any Charges by their due date;
 - for legislative and/or regulatory reasons, or reasons outside our reasonable control;
 - where we reasonably believe that the Service is being used other than in accordance with this Agreement; and/or
 - to modify or improve any Service.
- 4.5 If appropriate, we will try to give reasonable notice of any suspension, limitation etc. under Condition 4.4. Please note that any suspension or limitation of the service that we have to make under Condition 4.4 may include blocking a Customer's calls or blocking access to the relevant Service, as the case may be, without notice.
- ## 5. Charges and Payments
- 5.1 You will receive an itemised bill from us on a regular basis. A non-itemised bill or additional copies of your bill can be requested through the Customer Service Centre for which we may charge a reasonable fee. Your bill will detail Charges incurred by you for use of the Service in accordance with our Price List. In the event that "e-billing" becomes available, Customers who choose to continue to receive bills by any means other than an e-bill may incur a small administration charge per bill.
- 5.2 Subject to Condition 5.3, you can pay for the Access Code Service or the Calls Service by:
- Direct Debit/Continuous Credit Authorisation;
 - an acceptable credit or debit card;
 - personal cheque sent by post or paid in at a post office or bank;
 - acceptable inter bank transfer;
 - postal order; or
 - only if paying at a post office or bank, in cash.
- 5.3 Customers who make payment by a method other than Direct Debit/Continuous Credit Authorisation may incur an additional administration charge per bill. Details of the applicable charges from time to time are set out in our Price List, which is available on our Website, by calling the Customer Service Centre or by writing to us at TalkTalk Direct Ltd, Belgrave House, 1 Greyfriars, Northampton NN1 2TT.
- 5.3 You agree to pay us promptly on receipt of an invoice or, if you pay us by Direct Debit/Continuous Credit Authorisation, by the due date agreed under the Direct Debit/Continuous Credit Authorisation instructions.
- 5.4 All Charges (unless otherwise stated) are shown exclusive of Value Added Tax ("VAT"). VAT is then calculated on the total amount due. VAT shall be paid by you at the prevailing rate.
- 5.5 Service usage will be determined by information or data logged by or on our behalf and not by data or information recorded by you.
- 5.6 If you fail to pay any Charges within the period of fourteen (14) days of the relevant due date for payment, you agree to pay or reimburse to us: interest on the outstanding sum from the due date of payment to the date payment is received (both dates inclusive) at the rate of 3% above the base rate of Barclays Bank plc, in force from time to time, compounded monthly;
- a reasonable fixed charge to cover the costs of any cheque or mandate instruction returned unpaid by a bank or similar institution;
 - all fees, charges or expenses reasonably incurred by us in collecting or attempting to collect any Charges or debts owed by you to 1363 or otherwise associated with your failure to pay the Charges in accordance with this Agreement; and/or
 - a reconnection fee, should the Service have been suspended or disconnected in accordance with this Agreement.
- 5.7 For all chargeable calls:
- the final minute of each call is rounded up to the full minute and
 - Individual call charges are rounded up to the nearest half penny (excl VAT).
- 5.8 If your Agreement has a Minimum Period and you terminate the Service before the end of that Minimum Period you must pay us an amount equal to the total monthly fees, which you would have had to pay under your Agreement up to the end of the Minimum Period.
- ## 6. Termination
- ### Access Code Service
- 6.1 You may terminate your Contract with us for the Access Code Service, at any time by calling our Customer Service Centre, or giving written notice to us of the date you wish to terminate the Service.
- 6.2 We may terminate your Contract with us for the Access Code Service at any time or not less than seven (7) days prior written notice to you.
- ### Calls Service
- 6.3 You may terminate your Contract with us for the Calls Service on not less than fifteen (15) days prior notice by either calling our Customer Service Centre or writing to us (your letter will be deemed to have been received two days after posting). The termination may take approximately twelve (12) working days to be effective after we receive notice from you.
- 6.4 We may terminate your Contract with us for the Calls Service at any time on not less than seven (7) days prior written notice to you.
- ### General
- 6.5 You agree to pay us promptly on termination of your Agreement for any Service(s), any monies and/or Charges, (billed or unbilled), outstanding at the date of termination. We will return any amount of an advance payment that you may have made to us that remains after we have deducted such monies and/or Charges.
- 6.6 Other instances when we can end your Contract:
- If you cancel or terminate any Service or change Tariff Plan you accept that we can cancel any other Service that we supply to you by giving you thirty (30) days notice.
 - If you breach your Contract for any Service and we ignore your breach, or if your Service is suspended by us, we can still end your Contract if you breach it or your Service is suspended again.
 - If at any time BT ceases to provide services to us such that we are unable to continue to provide any of the Services to you, we may immediately terminate our Contract with you.
 - We may terminate your Contract by giving you notice in writing, if:
 - You are in material breach of these Conditions;
 - You give us false credit information;
 - You are or become bankrupt; or
 - You fail to pay us any sums within fourteen (14) days of the relevant due date under Condition 5.3.
- 6.7 If we terminate your Contract with us for the Calls Service under Condition 6.6, we can transfer your Service back to BT or your original provider without your consent.
- 6.8 If we terminate your Contract with us for any other Services, you will be responsible for transferring to another service provider. If you do not do this, you may be left without the relevant Service(s).
- ## 7. Liability
- 7.1 Subject as provided in these Conditions and to the extent permitted by law, our maximum liability under our Contract with you, whether arising from negligence, breach of contract or otherwise shall not exceed in aggregate £5000.
- 7.2 We shall not be liable, whether arising from negligence, breach of contract or otherwise, for or in relation to:
- the acts, omissions and/or failures of the providers of any other Electronic Communications Networks used or relied on by us to provide the Service or the manufacturers or third party suppliers of the Customer Equipment;
 - unexpected insufficiency of capacity on any network on which the Service depends;
 - any indirect or consequential loss or damages or for any loss of business, revenue, use, goodwill, anticipated savings or profits, profits, wasted expenditure or any other financial loss (whether direct or indirect) or loss of time, data or opportunity; the consequences of any loss of confidentiality resulting from use of the Service;
 - any loss or damage arising under, resulting from, or in relation to, any agreements which you may enter into with third parties using the Service
 - any failure of or fault in, any Customer Equipment or any failure or damage caused by any Customer Equipment; and
- 7.3 Nothing in these Conditions shall limit our liability for: death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors; or
- fraudulent misrepresentation.
- 7.4 You agree to indemnify us from and against all liabilities, damages, losses, expenses, proceedings, claims or threatened claims, howsoever arising from or in any way connected with, your use of the Service, except, (as respects Charges for the Service following any notice), where you have notified us in writing of possible fraudulent misuse at the first reasonable opportunity and asked for the Service to be switched off.
- 7.5 This Condition 7 shall remain in force notwithstanding termination of your Contract with us.
- ## 8. Force Majeure
- Neither party shall be liable for any breach of its obligations under or in relation to these Conditions which is caused by fire, lightning, explosion, vandalism, sabotage (including the infection of any computerised telecommunications system being used in connection with the provision of the Service), flood, severe weather, act of God, insurrection or civil disorder, terrorism, riot or military operations, national or local emergency, acts or omissions of central or local government or highways authority, strikes, lockouts or other industrial or labour disputes, acts of third parties not under our control (including in particular, any acts or omissions of providers of the Electronic Communications Networks or other infrastructure in the UK and/or elsewhere used by us to provide Service) and any other matter arising due to any case beyond its reasonable control.
- ## 9. Personal Data
- 9.1 By entering into a Contract with us, you agree to allow us and our third party suppliers, Affiliates, contractors and agents to process your personal data (for example: name, address and telephone number, billing and call data and credit history) for purposes connected with providing the Service (for example: support, quality control, billing, debt collection, credit control and credit reference agency searches, obtaining credit insurance and financing, the taking of security, assessment, analysis (including credit scoring and market, product and statistical analysis), research and assisting telecommunications bodies and regulators to investigate, deal with and prevent crimes including cases of fraud or suspected fraud.
- 9.2 You also agree to allow us to contact you via post or telephone, with promotions for goods and/or services provided by us, our Affiliates or third parties carefully selected by us. You may notify us at any time by writing to "Customer Services" at the address in Condition 10 that you do not wish us to do so. You can contact us at any time during business hours in order to correct any of your personal data held by us.
- 9.3 You further agree that we or our agents may monitor or record calls made to or from, the Customer Service Centre to ensure the quality of customer service, accuracy of information and to assist our business processes.
- 9.4 To the extent permitted by law, this Condition shall remain in effect notwithstanding termination of the Agreement.
- ## 10. Service of Notice
- We will send all notices to your billing address (which may be an email address in the event that "e-billing" becomes available) as provided by you from time to time. Written correspondence between the parties shall be deemed to have been served 48 hours after posting or on proof of earlier delivery. 1363's head office is located at Belgrave House, 1 Greyfriars, Northampton, NN1 2TT.
- ## 11. General Provisions
- 11.1 Your rights and obligations are personal and you may not assign, sub-licence, transfer or otherwise dispose of any of your rights or transfer or otherwise dispose of any of your obligations under these Conditions, in whole or in part.
- 11.2 We shall have the right to assign, transfer, or otherwise dispose of any of our rights under our Contract with you, or to arrange for our obligations to be carried out by a third party on our behalf, without your consent.
- 11.3 Other than our Affiliates who shall have such rights, a person who is not a party to this Agreement has no right to enforce any term of your Contract under the Contracts (Rights of Third Parties) Act 1999.
- 11.4 A waiver (whether express or implied) by one of the parties of any provision(s) of this Agreement or of any breach of or default by, the other party in performing any provision(s) shall not constitute a continuing waiver and that waiver shall not prevent the party from subsequently enforcing any provision(s) of your Contract that is/are not waived or from acting on any subsequent breach of or default by, the other party under any provision(s) of this Agreement.
- 11.5 If any provision(s) of your Contract is/are held to be unenforceable, illegal or invalid in whole or in part, the remaining portions of your Contract shall remain in full force and effect.
- 11.6 Those Conditions of a continuing nature shall survive termination of your Contract.
- 11.7 The termination of your Contract shall be without prejudice to any rights or obligations of either party which have accrued prior to such termination and shall not affect any conditions which continue in effect after termination of your Contract.
- 11.8 Your Contract supersedes and cancels all previous agreements or arrangements between the parties, whether oral or written, express or implied in relation to or in connection with its subject matter and constitute, together with the Service Literature, the entire agreement between the parties in relation thereto.
- 11.9 The terms of your Contract shall be governed by, construed and interpreted in accordance with, English Law and are subject to the exclusive jurisdiction of the English Courts.
- 11.10 If you encounter problems or are dissatisfied with the Service for any reason, you should tell us by telephoning the Customer Service Centre on the Service Centre Number. Additional details of our complaint and dispute resolution procedures are set out in our Code of Practice.
- ## 12. The Direct Debit Guarantee
- This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, we will notify you approximately ten (10) days in advance of your account being debited or as otherwise agreed. If an error is made by us or your Bank or Building Society, you are guaranteed a full and immediate refund of the amount paid from your Bank or Building Society. You can cancel a Direct Debit/Continuous Authorisation at any time by writing to your Bank or Building Society, copied to us.