

# Terms and Conditions

Last updated on 17<sup>th</sup> May 2007

## 1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires otherwise:

"Access Code" means the code assigned to VarTec for the purpose of allowing access to the Access Code Service.

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

"Agreement" means the agreement between the Customer and VarTec for the provision of the Service as described in the Service Literature for the relevant service on the terms of these terms and conditions, as amended from time to time. Copies of the terms and conditions are available on our Website(s), on request from the Customer Service Centre or on written request to PO Box 1363 Northampton NN1 2ZF.

"Broadband Equipment" means the equipment needed to access the Broadband Service, being a broadband modem, broadband filters, a personal computer and, in the event that you have more than one personal computer via which you wish to access the Broadband Service, a router, all to be installed by the Customer.

"Broadband Service" means a broadband Internet access service, being a high-speed connection to the Internet, provided by VarTec to the Customer via asynchronous digital subscriber line ("ADSL") or such other technology as may be used by VarTec.

"Code of Practice" means VarTec's Code of Business Practice in force from time to time.

"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 and which allows a Customer to be billed directly by that CPS Operator.

"CPS Service" means the service provided by VarTec via CPS.

"Customer", "user" or "you" means the person to whom the Service is provided and any other person who is, or who appears in VarTec's reasonable opinion to be, acting within your authority or permission and "your" shall be interpreted accordingly.

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

"Customer Service Centre" means the centre where a team of people provided by VarTec respond to, and deal with, Customer enquiries and issues, which centre may be reached by a free call to the Service Centre Number.

"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.

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

"Price List" means the list setting out the charges for the Service, including any charges for technical support offered by VarTec in connection with the Broadband Service and, if applicable, the cost of the Broadband Equipment and its delivery to the Customer, collectively "the Charges". Our Price List is published from time to time and copies are available on our Website(s), on request from the Customer Service Centre or on written request to PO Box 1363 Northampton NN1 2ZF.

"Service" means a telecommunications service (whether the Access Code Service, the CPS Service or the Broadband Service) allowing Customers to complete voice or data transmission domestically and internationally.

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

"Service Literature" means literature compiled by VarTec containing instructions and advice concerning the Service, which also includes our Code of Practice, both as amended from time to time. A copy of our Code of Practice can be obtained on our Website(s), on request from the Customer Service Centre or on written request to PO Box 1363 Northampton NN1 2ZF.

"VarTec", "vartec.co.uk", "TalkTalk", "we" or "us" refers to TalkTalk Direct Limited and/or its associated companies, whose customer service address is PO Box 1363 Northampton NN1 2ZF or as otherwise notified and "our" shall be interpreted accordingly. TalkTalk Direct Limited is a subsidiary of The Carphone Warehouse Group PLC.

"Website(s)" means the website(s) for the Service, the address(es) of which is/are specified in our Service Literature.

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 Service

2.1 In the case of the Access Code Service, this Agreement shall come into force from the date the Customer first uses the Service until terminated by either party in accordance with condition 6.

2.2 In the case of the CPS Service and the Broadband Service, this Agreement shall come into force from the date the Customer's account is activated in accordance with condition 3.2 or 3.3, as the case may be. In the case of Non-Business Customers, where you have agreed to enter into an agreement for the supply of the CPS Service or the Broadband Service over the telephone, via the Internet or by any other means without meeting a representative of VarTec face to face, you have the right to cancel this Agreement free of charge or penalty within seven (7) working days after the date of this Agreement by telephoning the Customer Service Centre or writing to PO Box 1363 Northampton NN1 2ZF. If the Service is commenced with your agreement prior to the expiry of those seven (7) working days you may only terminate this Agreement in accordance with condition 6 and provided also that you will still be liable for all Charges relating to the Service outstanding at the date of termination.

2.3 Each use by the Customer of any Service is confirmation by the Customer of its agreement to the terms of this Agreement.

2.4 The Customer agrees and undertakes:

- (a) to use the Service in accordance with this Agreement and any other reasonable instructions of VarTec and to ensure that there is no unauthorised access to, or use of, the Service;
- (b) not to use the Service:
  - (i) fraudulently, in connection with a criminal offence or in contravention of any applicable laws;
  - (ii) to send any message, transmission, data or material which is, or is intended to be, a hoax call;
  - (iii) 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
  - (iv) 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;
- (c) to use the Service solely for your personal use and not to resell, supply or otherwise commercially make the Service available to others;
- (d) to be solely responsible for all Customer Equipment including its installation;
- (e) should the Customer wish to install any firewall(s) and/or any anti-virus software on its personal computer(s), to do so under its responsibility;
- (f) to ensure that it has 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 the sole responsibility of the Customer;
- (g) to pay the Charges, regardless of whether the Service has been accessed by the Customer or a third party, and whether or not any such third party was authorised by the Customer, unless (as respects Charges for the Service following any notice) the Customer has notified VarTec in writing, at the first reasonable opportunity, of the fraudulent misuse giving rise to the Charges in question;
- (h) 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 VarTec;
- (i) 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;
- (j) to notify VarTec if the Customer moves to a new mailing address (or changes its email address, if applicable) so any bill for the Service may be forwarded;
- (k) to provide promptly on our request all information (whether oral or in writing) and assistance, reasonably requested by VarTec (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; and
- (l) in relation to the Broadband Service:
  - (i) to comply with the conditions governing use applicable to all third party websites or pages accessed via the Broadband Service and not to infringe any rights (whether of VarTec or a third party) in any content provided to you by VarTec in connection with the Broadband Service or accessed via the Broadband Service;
  - (ii) not to send or provide unsolicited advertising or promotional material ("spam") or to send a large number of

emails to the same address ("mail bombs") or to collect responses to spam or mail bombs or to knowingly receive responses to any spam or mail bombs or any unsolicited advertising or promotional material sent by a third party; and

(iii) not to use any domain name or universal resource locator ("URL"), which infringes the rights of any person.

### 3. Provision of the Service

3.1 The Access Code Service will be available on first use by the Customer.

3.2 We will provide you with the CPS Service once it has been activated, which will usually take place within approximately twelve (12) working days of you registering with us.

3.3 We will provide you with the Broadband Service once it has been activated, which will usually take place within approximately five (5) working days of you registering with us and having provided us with a properly completed Direct Debit/Continuous Credit Authorisation. The Broadband Service is only available to Customers:

- (a) with the Broadband Equipment; and
- (b) who are registered for the "all calls" CPS Service.

3.4 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.

3.5 Use of an Access Code will override international call barring and use of the CPS Service will override all call barring services. The Service is only available to people with a UK billing address and to people who are 18 years and over.

3.6 Without prejudice to our rights under condition 4.4, we reserve the right to:

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

3.7 In order to limit fraudulent use of the Service or the risk of non-payment of any Charges, VarTec will establish an undisclosed usage limit. This limit will be based on past Customer usage of the Service and other factors. If exceeded, it will trigger the Service to block a Customer's calls or block access, as the case may be, without notice.

3.8 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. VarTec 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.

3.9 VarTec reserves the right to refuse account applications if, in VarTec's sole discretion, the account will affect VarTec's ability to provide the Service to other Customers due to traffic volumes or otherwise.

3.10 VarTec will provide the Service with the reasonable skill and care of a competent telecommunications provider. For the Broadband Service, VarTec cannot guarantee upload and download times or that access will be possible at all times. Nor, in respect of the Service generally, can VarTec guarantee that it will be fault-free. In particular, but without limitation, in the case of the Broadband Service, VarTec assumes no responsibility for the timeliness of

delivery, faulty delivery, or the deletion or failure to store any messages. Activation and de-activation times in this Agreement are approximate, VarTec cannot guarantee activation or de-activation within these time periods and assumes no liability in relation thereto.

3.11 The Customer must have a BT line in order to access the Service and shall be responsible for paying all BT charges including BT line rental.

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

#### **4. Variation and Suspension of the Service**

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

4.2 The Customer agrees that, without prior notice, VarTec may migrate any Service now offered to another VarTec offering or giving an equivalent or more favourable price or rate plan.

4.3 VarTec will give you not less than one (1) month's prior written notice of any modifications to the Agreement if such modification is likely to be detrimental to you. In such circumstances, you may terminate the Agreement without penalty 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 VarTec 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:

- (a) for technical or quality reasons;
- (b) for necessary maintenance and/or upgrades to the VarTec system;
- (c) where credit references indicate the Customer is not suitable for the Service;
- (d) if you have failed to pay any Charges by their due date;
- (e) for legislative and/or regulatory reasons, or reasons outside VarTec's reasonable control;
- (f) where we reasonably believe that the Service is being used other than in accordance with this Agreement; and/or
- (g) to modify or improve any Service.

4.5 If appropriate, VarTec will try to give reasonable notice of any suspension, limitation etc. under condition 4.4.

4.6 VarTec reserves the right to filter access to the Broadband Service, if necessary, to prevent network abuse (including, but not limited to abuse through software designed to exploit security weaknesses or to cause service attacks).

#### **5. Charges and Payments**

5.1 The Customer will receive an itemised bill 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(s). In the event that "e-billing" becomes available, Customers who choose to receive bills by any other means may incur a small administration charge per bill.

5.2

(a) You can pay for the Access Code Service or the CPS Service by:

- (i) Direct Debit/Continuous Credit Authorisation;
- (ii) an acceptable credit or debit card;

- (iii) personal cheque sent by post or paid in at a post office or bank;
  - (iv) acceptable inter bank transfer;
  - (v) postal order; or
  - (vi) only if paying at a post office or bank, in cash.
- (b) You must pay for the Broadband Service by either Direct Debit or Continuous Credit Authorisation.
- (c) Customers (whose Service does not include the Broadband Service) who make payment by a method other than Direct Debit/Continuous Credit Authorisation may incur an additional administration charge per bill.

5.3 The Customer agrees to pay VarTec promptly on receipt of an invoice or, in the case of Customers paying 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 VarTec's behalf and not by data or information recorded by the Customer.

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:

- (a) 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;
- (b) a reasonable fixed charge to cover the costs of any cheque or mandate instruction returned unpaid by a bank or similar institution;
- (c) all fees, charges or expenses reasonably incurred by VarTec in collecting or attempting to collect any Charges or debts owed by you to VarTec or otherwise associated with your failure to pay the Charges in accordance with this Agreement; and/or
- (d) 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 to the full minute. Individual charges (excl. Vat) will then be rounded up to the nearest half penny.

#### **6. Term and Termination**

6.1 In the case of the Access Code Service, this Agreement may be terminated by either party at any time and in the case of VarTec, on not less than seven (7) days' prior written notice to the Customer. To terminate this Agreement, the Customer must cease use of the Access Code Service and either notify the Customer Service Centre, or give written notice of the date you wish to terminate the Service.

6.2 In the case of the CPS Service, this Agreement may be terminated by either party at any time and in the case of VarTec, on not less than seven (7) days' prior written notice to the Customer. To terminate this Agreement the Customer must either call the Customer Service Centre, or give not less than fifteen (15) days prior written notice of the date you wish to terminate the Service. The termination may take approximately twelve (12) working days to be effective.

6.3 In the case of the Broadband Service:

- (a) if you register for the twelve (12) month fixed term contract, the set-up fee will be waived by VarTec and this Agreement shall be for an initial fixed term of twelve (12) calendar months from the date of its commencement in accordance with condition 2.2. It shall then continue unless and until terminated by either party giving not less

than thirty (30) days' prior written notice to the other party. If, before the end of the fixed twelve (12) month term:

- (i) the Customer wishes to terminate this Agreement; or
- (ii) VarTec terminates this Agreement for material breach by the Customer, the Customer must pay to VarTec promptly on demand:
  - (iii) an amount equal to the set-up fee in force at the time of activation; and
  - (iv) an amount equal to the total of all fees which would have been payable had the Agreement gone on for the full twelve (12) months of the fixed term.

(b) if you register for the month by month contract (if available), you will have to pay a set-up fee. The Agreement will commence in accordance with condition 2.2 and shall continue thereafter unless and until terminated by either party on not less than thirty (30) days' prior written notice to the other party. In the event that the effective date of termination falls on a day in the middle of an invoice period, VarTec shall reimburse the Customer a pro rated amount of any monthly fee already paid by the Customer which relates to the part of a month after the effective date of termination.

6.4 The Customer agrees to pay VarTec promptly on termination of the Agreement, any monies and/or Charges, (billed or unbilled), outstanding at the date of termination. VarTec will return any amount of the Customer's advance payment remaining after it has deducted such monies and/or Charges from the advance payment.

6.5 Either party may terminate this Agreement immediately on written notice to the other party if the other party ("the defaulting party") is in material breach of any of its obligations under this Agreement and either the breach is incapable of remedy or the defaulting party shall have failed to remedy the breach within seven (7) days of the date of a written notice requiring it to remedy the breach. In the case of the Customer, a material breach shall include the Customer:

- (a) misusing the Service (which includes abusive calls to members of VarTec staff at the Customer Service Centre(s));
- (b) using the Service in a manner that adversely affects the provision of the Service to others;
- (c) failing to make payment of any sums within the period of fourteen (14) days of the relevant due date for payment under condition 5.3;
- (d) furnishing false credit information; or
- (e) becoming bankrupt or in the case of a Customer which is a company, if the Customer cease to carry on its business, is unable to pay its debts as and when they fall due or otherwise becomes subject to proceedings under the insolvency laws of the country of its incorporation or any country where it carries on business.

6.6 If VarTec wishes to terminate the Agreement under clause 6.5, VarTec can transfer the Customer back to the access operator without the Customer's consent.

## **7. Liability**

7.1 Subject as provided in this Agreement and to the extent permitted by law, VarTec's maximum liability under this Agreement, whether arising from negligence, breach of contract or otherwise shall not exceed in aggregate £500.

7.2 In the case of damage to the Customer Equipment caused directly by VarTec personnel, the maximum liability of VarTec shall be £5,000 for any event or series of connected events.

7.3 VarTec shall not be liable under this Agreement, whether arising from negligence, breach of contract or otherwise, for or in relation to:

- (a) the acts, omissions and/or failures of the providers of any other Electronic Communications Networks used or relied on by VarTec to provide the Service or the manufacturers or third party suppliers of the Customer Equipment;
- (b) unexpected insufficiency of capacity on any network on which the Service depends;
- (c) 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;
- (d) the consequences of any loss of confidentiality resulting from use of the Service;
- (e) 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 (including, in the case of the Broadband Service, any failure of VarTec or other third party to transmit, store or receive any messages sent via the Broadband Service or the distortion of any such messages);
- (f) the results of the Customer's failure to install any firewalls and/or any anti-virus software;
- (g) any failure of or fault in, any Customer Equipment or any failure or damage caused by any Customer Equipment; and
- (h) any loss resulting from any third party services or content accessed via the Broadband Service (including resulting from any viruses, trojans or malicious code which may affect the Customer Equipment).

7.4 Nothing in this Agreement shall limit VarTec's liability for:

- (a) death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors; or
- (b) fraudulent misrepresentation.

7.5 The Customer agrees to indemnify VarTec from and against all liabilities, damages, losses, expenses, proceedings, claims or threatened claims, howsoever arising from or in any way connected with, the Customer's use of the Service, except, (as respects Charges for the Service following any notice), where the Customer has notified VarTec in writing of possible fraudulent misuse at the first reasonable opportunity and has asked for Service to be switched off.

7.6 This condition 7 shall remain in force notwithstanding termination of this Agreement.

## **8. Force Majeure**

Neither party shall be liable for any breach of its obligations under this Agreement 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 VarTec to provide Service) and any other matter arising due to any case beyond its reasonable control.

## **9. Personal Data**

9.1 By entering into this Agreement you agree to allow VarTec and its third party suppliers, associated companies, 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 mail, telephone, email or SMS) with promotions for goods and/or services provided by us, our associated companies or third parties carefully selected by us. You may notify us at any time by writing to "Customer Services" at the address in condition 11, 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. Additional Terms in relation to the Broadband Service**

10.1 The services and features of the Broadband Service will be set out in the Service Literature supplied to you by VarTec from time to time.

10.2 The Customer shall be responsible for the installation of the Broadband Equipment. Installation of the Broadband Equipment may cause a temporary loss of telephony service. We do not accept any liability, other than as set out in this Agreement, in relation to technical support or other assistance provided via the Customer Service Centre and although we will endeavour to respond promptly to any queries you may have, we cannot be liable for any delay in providing such support and/or assistance. In the event that BT requires access to your premises in order to carry out any technical assistance related to BT line(s) you shall:

- (a) provide reasonable access to your premises to BT employees and anyone acting on BT's behalf;
- (b) provide a suitable and safe working environment to them;
- (c) obtain all necessary consents, including consents for the necessary alternations to buildings; and
- (d) provide any electricity and connection points required by BT.

10.3 Title to, and intellectual property in, any software and/or manuals, documentation or any other content which is provided to you by VarTec as part of the Broadband Service remains with VarTec and its third party suppliers. VarTec hereby grants you a non-exclusive, non-transferable licence to use such software for the purpose of accessing and using the Service only for the duration of the Agreement. You agree that you shall not, without VarTec's prior written consent, copy, modify, de-compile (except as permitted by law), sub-licence, re-sell, transfer or assign such software or any part of it to any third party, or attempt to circumvent any security measures comprised in the software or the Broadband Service, or copy the manuals or documentation. You further agree that you will sign any agreement which is reasonably required by the owner of copyright in the software or any part thereof, to protect that owner's interest in the software. VarTec accepts no liability for any manuals, documentation or any other content which is provided to you by VarTec under this Agreement.

10.4 VarTec may source the Broadband Equipment for a Customer if the Customer so requests. Charges for the

Broadband Equipment and its delivery will apply. A manufacturer's warranty will normally be available on such equipment.

10.5 VarTec reserves the right (but assumes no obligation) to refuse to transmit or post and to remove, block or cleanse from the Broadband Service or any storage facilities provided in connection with the Broadband Service, any information or material, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither VarTec nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Broadband Service).

10.6 VarTec shall not be responsible for forwarding any emails sent to an account that has been suspended or terminated.

10.7 You are responsible for taking steps to ensure that others do not use your account to gain unauthorised access to, or use, the Broadband Service by, for example, maintaining the confidentiality of your user name and password.

10.8 You are responsible for ensuring that any files or devices you choose to make available for shared access (on a home local area network ("LAN"), for example), are appropriately protected.

10.9 In the event that you are able to set up your own web site(s) via the Broadband Service, all the obligations and restrictions in this Agreement, and any other provisions of the Agreement which are relevant, shall apply to such web site(s).

#### **11. Service of Notice**

VarTec will send all notices to the Customer's billing address (which may be an email address in the event that "e-billing" becomes available) as provided by the Customer from time to time. In the case of a Customer which is a company, VarTec may also send notices to its registered office. VarTec's address for service of notice under this Agreement shall be such address as appears on the last written correspondence provided to the Customer or such other address as may be provided by VarTec. Written correspondence between the parties shall be deemed to have been served 48 hours after posting or on proof of earlier delivery. VarTec's head office is located at Belgrave House, 1 Greyfriars, Northampton, NN1 2TT.

#### **12. General Provisions**

- (a) The Customer's rights and obligations are personal and it may not assign, sub-licence, transfer or otherwise dispose of any of its rights or sub-contract (if applicable), transfer or otherwise dispose of any of its obligations, in whole or in part.
- (b) VarTec shall have the right to assign, transfer, or otherwise dispose of any of its rights under this Agreement, or to arrange for its obligations to be carried out by a third party on VarTec's behalf, without the consent of the Customer.
- (c) A person who is not a party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- (d) A Customer which is a business, undertakes to ensure that its officers, employees, and contractors comply with this Agreement.
- (e) 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 this Agreement not waived or from acting on any subsequent breach of or default by, the other party under any provision(s) of this Agreement.

(f) If any provision(s) of this Agreement is held to be unenforceable, illegal or invalid in whole or in part, the remaining portions of this Agreement shall remain in full force and effect.

(g) Those conditions of a continuing nature shall survive termination of this Agreement.

(h) The termination of this Agreement 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 this Agreement.

(i) This Agreement 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.

(j) The terms of this Agreement shall be governed by, construed and interpreted in accordance with, English Law and are subject to the exclusive jurisdiction of the English Courts.

(k) 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 VarTec's Code of Practice.

### **13 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, VarTec will notify you approximately fourteen (14) days in advance of your account being debited or as otherwise agreed. If an error is made by VarTec 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.

TalkTalk Direct Limited. Registered in England No: 5303195.  
Registered Address: 1 Portal Way, London, W3 6RS.



