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**CONDITIONS**

**1. COMMENCEMENT & DURATION OF AGREEMENT**

- 1.1 The Contract begins on the date CMT communicates its acceptance and/or indicates the installation, migration or connection date of the Customer's order for the Service and continues until terminated by the Customer or CMT in accordance with the Contract. This installation date or migration date may also be indicated on the Service Schedule Order form.
- 1.2 Unless otherwise stated in the Contract, the Service commences on the Service Start Date, or as indicated within CMT's invoice as the installation date.
- 1.3 The duration of the agreement will be for a term of 24 months, OR as indicated on the Service Schedule Order form. This Agreement shall start on installation date or migration date and shall continue for the minimum of 24 months, OR as indicated on the Service Schedule Order form, and thereafter from year to year (each year starting on the anniversary of Service Start Date) until terminated by Notice in writing by either party to the other, such Notice to be received a minimum of 90 days prior to the next anniversary of the Service Start Date (referred to hereafter as the "Notice"). Such Notice will be acknowledged in writing by CMT within 14 working days of receipt of the Notice, the acknowledgement being sole evidence that Notice has been given. The Customer is therefore strongly advised to submit any Notice in good time and confirm receipt of the Notice by CMT.

**2. PROVISION OF THE SERVICE**

**Site Preparation, Access and Installation**

- 2.1 The Customer agrees to prepare the Site according to any instructions CMT may give and to provide CMT with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide, at its expense, a suitable place and conditions for CMT Equipment and, where required, continuous mains electricity supply and connecting points.
- 2.2 The Customer will obtain any permission needed for CMT to put CMT Equipment on the Site.
- 2.3 The Customer and CMT will meet each other's reasonable safety and security requirements when on the Site. The Customer and CMT agree to look after each other's equipment on the Site. If the Customer or CMT damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.
- 2.4 CMT will use reasonable endeavors to provide the Service by any date agreed with the Customer, but all dates are estimates. The Customer can cancel and/or delay the planned Service with no penalty charges as long as CMT are notified no later than 72 hours prior to the planned Service start date. In the event that the Customer does not give CMT sufficient notice all charges are payable in full.
- 2.5 The Customer is responsible for making the Site good, after any work undertaken by CMT at the Site, including putting items back and for re-decorating.

**Faults and Repair**

- 2.6 CMT will use reasonable endeavors to provide uninterrupted service, but from time to time faults may occur.
- 2.7 If the Customer reports a fault in the Service CMT will repair the fault in accordance with the Service Schedule. If CMT agrees to work outside the hours specified in the Contract, the Customer will pay CMT's additional

charges. If the Customer reports a fault and CMT finds there is none or that the Customer has caused the fault, CMT will apply a charge.

**3. REGULATIONS AND USE OF THE SERVICE**

- 3.1 Any Customer Equipment must be:
  - (a) technically compatible with the Service and not harm CMT's network or another customer's equipment; and
  - (b) connected using the applicable CMT network termination point, unless the Customer has CMT's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws.
- 3.2 The Service must not be used:
  - (a) in any way that is unlawful or in contravention of any license, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or what is deemed to be acceptable to CMT; or
  - (b) fraudulently or in connection with a criminal offence and the Customer must ensure that this does not happen; or
  - (c) to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety; or
  - (d) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
  - (e) in any way which CMT considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of CMT's other customers; or
  - (f) to spam or to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
  - (g) and connected to any 3<sup>rd</sup> party equipment which is not maintained by CMT under a separate Equipment Support Service Agreement (i.e. Equipment Maintenance Agreement). For avoidance of doubt, this means CMT must have unrestricted access and control over any PBX equipment, software and or solution that The Service is attached to.
- 3.3 The Customer will comply with CMT's reasonable instructions regarding health, security, safety or the quality of the Service.
- 3.4 The Customer will comply with any applicable fair use policy that may be detailed in the Service Schedule.
- 3.5 Occasionally, for operational reasons, CMT may:
  - (a) change the codes or numbers given to the Customer, or the way CMT provides the Service, provided that any change to the way CMT provides the Service, does not significantly affect the performance or functionality of the Service; or
  - (b) interrupt or suspend the Service. CMT will restore the Service as quickly as possible.
- 3.6 The Customer does not own any number or have any right to sell the number related to the Service.
- 3.7 The Customer will indemnify CMT against any claims or legal proceedings which are brought or threatened against CMT by a third party because the Service is used in breach of clause 3. CMT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

- 3.8 CMT may monitor and record calls relating to customer services and telemarketing. CMT does this for training purposes and to improve the quality of its customer services.
- 4. CHARGES AND PAYMENTS**
- General**
- 4.1 Charges for the Service are as detailed in the Service Schedule and calculated using the details recorded by CMT.
- 4.2 The Customer is responsible for and must pay the charges for the Service whether the Service is used by the Customer or someone else.
- 4.3 CMT will send bills to the address notified by the Customer to CMT. Unless otherwise stated in the Service Schedule, CMT will send its first bill shortly after providing the Service, and then at regular intervals, usually every month. Sometimes CMT may send the Customer an invoice at a different time
- 4.4 Unless otherwise stated in the Service Schedule, the Customer will be liable for charges for the Service from the Service Start Date.
- 4.5 Unless otherwise stated in the Service Schedule, the Customer agrees to pay:
- (a) in advance for subscription, rental and other recurring charges (including inclusive usage charges); and
- (b) in arrears for usage (excluding inclusive usage charges), connection and other non-recurring charges. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.
- 4.6 Unless otherwise provided in the Service Schedule, all charges are exclusive of VAT which is chargeable at the applicable rate.
- 4.7 As part of its credit management procedures, CMT may at any time:
- (a) require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by CMT; and/or
- (b) carry out a credit vet of the Customer. The Customer agrees to provide CMT with any information CMT may reasonably require for this.
- 4.8 Unless otherwise stated in the Service Schedule, payment is due on or by the date specified on the bill. The preferred method of payment is by Direct Debit. All our invoices that are not settled by Direct Debit will incur a monthly charge of £3.50. All customer accounts that have provided valid bank details for payment by Direct Debit by the Service Start Date may receive a one-off credit as determined by the Account Manager and shown on Service Schedule. This credit will be added to the first invoice. If at any point during the contractual term a Direct Debit payment is unsuccessfully paid, for any reason, the credit will be refundable. A maximum of one credit is applicable per customer.
- 4.9 Unless otherwise advised by CMT, the Customer must pay all charges by direct debit or monthly payment plan.
- 4.10 Unless otherwise advised by CMT, payments made other than by direct debit or monthly payment plan will be collected by CMT's Accounts Department
- 4.11 Where CMT has agreed that the Service can be included within a standard CMT pricing package or scheme, the Customer agrees that while the Service is included within the pricing package or scheme the charges specified in the Service Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service Schedule.
- Disputed Bills**
- 4.12 If the Customer disputes any charge on a bill the Customer will notify CMT in writing within 7 days of the date of the bill with all relevant information. Where the disputed amount is:
- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer must pay the amount not in dispute. Any disputes will be resolved promptly and the resolved amount if any is payable immediately.
- Late Payment**
- 4.13 If CMT does not receive payment by the due date, CMT will charge the Customer:
- (a) a late payment charge of £40, £70 or £100 (£40 under £1000 debt, £70 for debt's ranging from £1,000 to £10,000, and £100 for debts over £10,000; and/or
- (b) daily interest on late payments at a per annum rate equal to 8% above the base lending rate of the Bank of England for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 4.14 If the Customer does not pay a bill, CMT may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If CMT instructs an agency, the Customer must pay CMT an additional sum. This will not exceed the reasonable costs CMT has to pay the agency, who will add the sum to the Customer's outstanding debt on CMT's behalf.
- 4.15 If any sum owed by the Customer to CMT under the Contract or any contract with CMT is not paid by the due date, CMT may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with CMT.
- 4.16 If any sum owed by the Customer to CMT is still unpaid by the due date, CMT have the right to bar/temporarily restrict such service. Upon receiving payment a reconnection fee of £25 will be chargeable and added to the Customer's next invoice.
- Fraud Prevention**
- 4.16 CMT may check the Customer's details with a fraud prevention agency. If the Customer provides information that CMT reasonably believes to be false or incorrect and CMT suspects fraud, CMT may record this information with a fraud prevention agency. CMT and other organizations may use and search this information.
- 5. CHANGING THE CONTRACT**
- 5.1 CMT can change the Contract (including the charges) at any time and will publish any change in line with clause 5.2.
- 5.2 Unless otherwise stated in the Service Schedule, CMT will publish any changes to the Contract (including the charges) online at [www.cmtelcom.info](http://www.cmtelcom.info) (or any other online address that CMT may advise the Customer), OR within the customer monthly invoice, and/or in accordance with clause 9.9, as follows:
- (a) for changes that are to the Customer's significant detriment, at least 14 days before the change is to take effect; and

- (b) for all other changes, at least one day before the change is to take effect.
- 6. ENDING THE CONTRACT**
- 6.1 The Customer may cancel the Contract or any part of the Service at any time before CMT provides the Service as long CMT are notified a minimum of 72 hours prior to the actual or planned Service start date. The Customer will not have to pay if CMT are notified a minimum of 72 hours. In the event CMT are not notified within these timescale the Service charges are payable in full.
- 6.2 Unless otherwise stated in the Service Schedule, the Contract or the Service may be ended by either party on 30 days written notice to the other.
- 6.3 If the Customer or CMT ends the Contract or the Service during the Minimum Period the Customer will pay CMT the remaining terms charges. This clause will not apply if:
- (a) the Customer ends the Contract during the Minimum Period because CMT is in material breach of the Contract; or
- (b) the Customer gives notice to end the Contract within three months of CMT notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or
- (c) CMT ends the Contract during the Minimum Period for convenience; or
- (d) the Contract ends because either clause 8.7 or 9.1(c) applies.
- 6.4 The Customer may end the Contract if:
- (a) CMT materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (b) insolvency proceedings are brought against CMT or CMT makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of CMT's assets or CMT goes into liquidation or a corresponding event under Scottish Law.
- 6.5 CMT may suspend the Service or end the Contract, or both, at any time without notice if:
- (a) the Customer breaches the Contract or any other Contract that the Customer has with CMT and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by CMT to do so. In this clause breach includes non-payment of any valid invoice by the due date; or
- (b) CMT reasonably believes that the Service is being used in a way forbidden by clauses 3.1 to 3.4. This applies even if the Customer is unaware that the Service is being used in such a way; or
- (c) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgment of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Law. The Customer will continue to pay the charges during any period of suspension.
- 6.6 If the Contract ends CMT will refund any money owed to the Customer after first deducting any money due to CMT under the Contract or any other contract that CMT has with the Customer.
- 6.7 In the event that the Customer ceases to use the Services, or the average monthly or quarterly spend decreases by more than fifteen percent (15%) of the previous billing periods, prior to the expiry of the Minimum Period or earliest termination date, CMT has the right to terminate the Contract on one month's notice and to a Reimbursement fee. The Reimbursement fee shall be calculated by the average monthly spend to date, multiplied by the remaining number of months up to the expiry of the Minimum Period, or the earliest termination date. The fee is payable before this agreement can be terminated.
- 6.8 Any product and/or service supplied by CMT will only be classified as live, operational and with the intention of using if the Client is conducting their daily business activities from that site's address. For avoidance of doubt, any site vacated during the term of agreement will be reclassified as inactive and any product/services associated with that location will be terminated and may not be transferred to another business. If an agreement is reclassified as inactive termination charges will become due.
- 7. LIMITATION OF LIABILITY**
- 7.1 CMT accepts liability as set out in the Contract. CMT does not guarantee that the Service will be fault-free.
- 7.2 Neither the Customer nor CMT excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 7.3 Unless otherwise expressly stated in the Contract neither the Customer nor CMT shall be liable to the other, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the Contract whether or not the Customer or CMT was advised in advance of the possibility of such loss or damage.
- 7.4 Same as Clause 7.3
- 7.5 Unless otherwise expressly stated in the Service Schedule and subject to clauses 7.2, 7.3 and 7.4, the Customer and CMT accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to:
- (a) £10,000 for loss of or damage to physical property in any period of 12 consecutive months; and
- (b) £10,000 for all other loss or damage arising from any one incident or series of connected incidents.
- 7.6 Clause 7.5 will not apply to any obligation to pay charges or to clauses 3.7 and 8.5.
- 7.7 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.
- 7.8 The Customer is advised to consider entering into a business continuity insurance contract where appropriate.
- 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- Intellectual Property**
- 8.1 Except as expressly set out in the Contract, the Customer and CMT do not acquire any rights or licenses to the other's Intellectual Property Rights.

- 8.2 If software, documentation or manuals are provided to enable the Customer to receive and use the Service, CMT grants the Customer, for the duration of the Contract, a nonexclusive, non-transferable license to use such software, documentation or manuals for the Customer's own use. Unless otherwise agreed in writing, any license granted by CMT under this clause 8.2 will terminate when the Contract is terminated.
- 8.3 If the Service provides the Customer with content or software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.
- 8.4 Except as permitted by applicable law or as expressly permitted under the Contract the Customer must not, without CMT's prior written consent, copy, de-compile or modify any software, copy manuals or documentation or permit anyone else to do so.
- 8.5 CMT will indemnify the Customer against all claims and proceedings arising from infringement of any third person's Intellectual Property Rights by the provision of the Service to the Customer. This indemnity does not apply to claims or proceedings arising from:
- (a) the use of the Service in conjunction with any equipment, software or any other service not supplied by CMT; or
  - (b) any modification which was not made by CMT or with CMT's prior written consent; or
  - (c) designs or specifications supplied by the Customer; or
  - (d) the use of the Service other than in accordance with the terms of the Contract; or
  - (e) breach by the Customer of clause 8.3.
- 8.6 As a condition of the indemnity in clause 8.5 the Customer must:
- (a) notify CMT promptly in writing of any allegation of infringement;
  - (b) make no admission relating to the infringement;
  - (c) allow CMT to conduct all negotiations and proceedings in respect of any such claims and give CMT all reasonable assistance in doing so; and
  - (d) allow CMT to modify the Service as set out in clause 8.7.
- 8.7 If the Service becomes, or CMT believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights CMT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does not materially affect the performance of the Service. If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to CMT on reasonable terms, CMT may notify the Customer and terminate the Service without liability to the Customer.
- Confidentiality**
- 8.8 Except to the extent any disclosure is required by law and as set out in clause 8.9 CMT and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and CMT will without the consent of the other, disclose such information to any person other than:
- (a) their Group Company employees or professional advisers who need the information in order for the Customer or CMT to fulfill its obligations under the Contract; or
  - (b) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
  - (c) in the case of CMT, the employees or professional advisers of its suppliers who need the information in order for CMT to fulfill its obligations under the Contract.
- 8.9 Information CMT holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include CMT sharing such information with third party companies including other communication companies.
- 8.10 Information will not be treated as confidential if it is:
- (a) in the public domain other than in breach of the Contract; or
  - (b) lawfully in the possession of the Customer or CMT before disclosure has taken place; or
  - (c) obtained from a third person who is free to disclose it; or
  - (d) replicated independently by someone without access or knowledge of the Information.
- 8.11 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information held by the Customer which was provided by CMT in connection with the Contract the Customer will notify CMT immediately of the request and give CMT at least 21 working days to make representations.
- 9. GENERAL TERMS**
- Matters Beyond Reasonable Control**
- 9.1 (a) If the Customer or CMT is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
- (b) CMT will not be liable for failure to or delay in supplying the Service if:
- (i) another supplier delays or refuses the supply of an electronic communications service to CMT and no alternative service is available at reasonable cost; or
  - (ii) legal or regulatory restrictions are imposed that prevent CMT from supplying the Service.
- (c) If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for more than three months the Customer or CMT may terminate the Contract in whole or part by written notice to the other.
- Escalation and Dispute Resolution**
- 9.2 (a) CMT will try to work through any dispute that the Customer may have with CMT. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as follows:
- (i) where appropriate, in accordance with the details set out in CMT's Code of Practice; and
  - (ii) otherwise, as set out in clause 9.2 (b) below.

(b) Any dispute must be raised in writing with the Customer's or CMT's representative as appropriate. The Customer and CMT will use reasonable endeavors to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or CMT's representative within sixty (60) days of being raised may be referred by the Customer or CMT to the first level by written notice to the other; and

(ii) if the dispute is not resolved at the first level within thirty (30) days of referral, the Customer or CMT may refer the dispute to the second level by written notice to the other. The Customer's and CMT's representatives at the first and second levels are as notified by the Customer and CMT to the other from time to time.

(c) If the dispute is not resolved after the procedures detailed in clause 9.2 (b) have been followed then, if the Customer and CMT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Ombudsman Services [www.ombudsman-services.org/communications.html](http://www.ombudsman-services.org/communications.html). If the dispute is referred to a mediator:

(i) the mediator will be appointed by agreement of the Customer and CMT. If the Customer and CMT fail to agree within thirty (30) days of a proposal by one party, the mediator will be appointed by CEDR; and

(ii) all negotiations on the dispute and any agreement reached will be kept confidential.

(d) Nothing in this clause 9.2 shall prevent the Customer or CMT from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

**Transfer of Rights and Obligations**

9.3 The Customer and CMT may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

(a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of CMT, such consent not to be unreasonably withheld or delayed; and

(b) CMT may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

**Severability**

9.4 If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

**Survival**

9.5 Clauses 4.14, 8.8 and 8.11 will survive the termination or expiry of the Contract for two years.

**Entire Agreement**

9.6 (a) The Contract contains the entire agreement between the Customer and CMT and replaces all previous written or oral agreements relating to its content.

(b) The Customer and CMT agree that:

(i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and

(ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.

(c) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and CMT for any fraudulent misrepresentation.

**Waiver**

9.7 A failure or delay by the Customer or CMT to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or CMT waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

**Rights of Third Parties**

9.8 A person who is not the Customer or CMT (including an employee, the officer, agent, representative or subcontractor of the Customer or CMT) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

**Notices**

9.9 Unless otherwise stated in the Contract, notices given under the Contract must be in writing and delivered to the following addresses:

(a) to CMT at the address shown on the bill or any address which CMT provides to the Customer for this purpose; or

(b) to the Customer at the address to which the Customer asks CMT to send bills or the address of the Site or the Customer's primary email address or in addition if the Customer is a limited company, its registered office. This clause does not apply to notices given under clauses 1.1 and 5.1.

9.10 The Customer must inform CMT immediately if there is any change to any of the contact information the Customer provided to CMT.

**Law and Jurisdiction**

9.11 The Contract is governed by the law of England and Wales and is subject to the nonexclusive jurisdiction of the English courts.

**Data Protection**

9.12 The Customer and CMT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and CMT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

**Customer's Instructions**

9.13 CMT may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.



## Contract for CMT Services – including Business Service (Phone Calls and Lines) & ISDN

### 10. DEFINITIONS

10.1	In the Contract the following terms have the meanings shown next to them:
<b>CMT</b>	Corporate Management Telecom Ltd, Unit 14 Freeport Office Village, Century Drive, Braintree, Essex. CM77 8YL
<b>CMT Equipment</b>	any equipment, including any Software, owned or controlled by CMT and placed on the Site to provide the Service
<b>Conditions</b>	these Conditions for CMT Access Services
<b>Contract</b>	this agreement for the provision of the Service between CMT and the Customer of the following documents (individual or collective) and, unless otherwise stated in the Service Schedule, in order of precedence:  the order/registration form; the Service Schedule; the Conditions; the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and CMT
<b>Customer</b>	the person with whom CMT contracts to provide the Service
<b>Customer Equipment</b>	any equipment, including any software, for use with the Service that is not part of CMT's network and which is owned or controlled by the Customer
<b>Customer Requirements Form</b>	the CMT form (or the proposal) that sets out the requirements for the Service agreed between the Customer and CMT
<b>Group Company</b>	a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989
<b>Intellectual Property Rights</b>	any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs
<b>Minimum Period</b>	the period stated in the Service Schedule, or the order/registration form, or as stated in the proposal measured from the Service Start Date
<b>Earliest Termination</b>	the Minimum Period of 24 months has been exceeded, no Notice in writing by either party to the other has been given, therefore the earliest termination date is an additional twelve (12) months from the yearly anniversary date.
<b>Service</b>	the service or part of the service specified in the Service Schedule
<b>Service Level</b>	the standard of Service set out in the Service Schedule

<b>Service Schedule</b>	the schedule or agreement to these Conditions that describes the Service to be provided by CMT
<b>Service Start Date</b>	unless otherwise stated in the Service Schedule, the date on which the Service is first made available to the Customer
<b>Site</b>	the place(s) at which CMT provides the Service
<b>Software</b>	any software and associated written and electronic documentation and data provided by CMT under the Contract
<b>User</b>	anyone who is permitted by the Customer to use or access the Service
<b>Reimbursement Fee</b>	The Reimbursement fee is a one off payment and shall be calculated by the average monthly spend to date, multiplied by the remaining number of months up to the expiry of the Minimum Period, or the earliest termination date.