FSB TELECOM

CORPORATE SERVICE AGREEMENT

Please complete all sections in ball point pen and block capitals. Retain yellow copy and return remaining copies to:
FSB Telecom, Griffin House, 18-19 Ludgate Hill, Birmingham, B3 1DW or fax to 0808 1800037.
If you have any problems completing the form please call an FSB Telecom advisor free on **0808 1800036**.

Recruiter ID

1. Member Details

Title Mr/Mrs/Miss/Other
First Name
Surname
Mother's maiden name *(for security purposes)*

2. Contact Details

Daytime Phone Number
Mobile Number
Fax Number
Email Address

3. Company Details

Company Name
Address
City
County Postcode
Sole trader/partnership/Ltd Company
Company registration number
Number of years trading
Billing Address (if different from above)
City
County Postcode

4. Offer Type

Calls & Line Rental ☐ Calls & New Line ☐ Calls Only ☐
Mobile Only ☐ Broadband ☐ NGN ☐

5. Fixed Line Transfer Order Details

Telephone Number	No./lines	BT Post Code

5b. New Line Installation

12 Month contract - £99 installation ☐
36 Month contract - Free Installation ☐

6. NGN Required

NGN
Terminating Number

7. Broadband Order Type

New ☐ Migration ☐
Telephone Number
Mac Code

Broadband Standard Router - Free of Charge ☐
Broadband Wireless Router - £20 - one off charge ☐

8. Mobile Phone Order Details

NC/PM*	Mobile Number	PAC**	Network/Tariff	Monthly Line Rental	Product Description	Product Cost	Total
						Total including VAT	

*NC = New Connection, P = Port, M = Migration **PAC = Port Authorisation Code

9. Instructions to your bank/building society to pay by Direct Debit

To the manager Bank/Building Society Originators Identification Number 948279
Address
Postcode
Name(s) of account holder(s)
Branch Sort Code — — Bank/Building Society Account Number

Instructions to pay your bank/building society
Please pay FSB Telecom Direct Debits from the account detailed on this instruction subject to the safeguards assured by the direct debit guarantee. I understand that this instruction may remain with FSB Telecom and, if so, details will be passed electronically to my bank/building society.

Signature(s)

10. Declaration

I/We accept all the Terms and Conditions set out overleaf for fixed line service and as published online at www.fsbcommunications.co.uk for mobile services and hereby give my/our authority for the telephone service to be transferred to carrier pre selection. I/We confirm the attached information is correct. Important Notice: No payments should be made under this agreement to anyone other than FSB Telecom. FSB Telecom may use your information and share it with our business partners to send you details of updates or offers that we believe may be of interest to you. If you do not wish to receive such information please tick here ☐, but please remember that this will preclude you from receiving our special offers and promotions. If you do not wish to receive information from our business partners please tick here ☐.
Please specify your preferred methods of receiving such information: email ☐, telephone ☐, SMS ☐, fax ☐, post ☐.

Signature Print Name Position Date / /

FSB Telecom Terms & Conditions

1. Definitions

1.1 The following words have the following meaning:
"Calling Line Identifier" means telephone number;
"Contract" means the contract for the provision of the Services between REDSTONE PLC and the Customer of which these terms and conditions form part;
"Customer" means a customer of REDSTONE PLC, to whom the Services are supplied under the Contract;
"Direct Debit Mandate" means the Independent Digital Networks Limited (Identa) standard direct debit mandate form required to be completed by The Customer at the time of ordering the Service;
"FSB Telecom" means the brand under which these services are provided by REDSTONE PLC;
"REDSTONE PLC means Redstone PLC whose registered office is at 80 Great Eastern Street London,EC2A 8RS;
"Identa" means a brand operating under the REDSTONE PLC Group
"Line Rental" means the monthly rental of an analogue or digital line, charged in advance.
"Minimum Period" means the first 12 months of the Service commencing on the Service Commencement Date
"Order Form" means the completed order form which details the Services selected by the Customer and to which these conditions are incorporated;
"Reconnection Charge" a charge for reconnecting the Service
"Service Commencement Date" means, in respect of a Site, the date on which REDSTONE PLC commences the supply of the Services;
"Services" means such fixed line telecommunications services that are supplied to the Customer as specified in the Order Form; ìSiteî means the location at which the Services are to be provided as specified in the Order Form.

1.2 A reference to an Act of Parliament in the Contract includes any amendment, replacement or re-enactment and includes any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under it and any conditions imposed by it.

1.3 Headings are inserted for ease of reference only and do not affect the interpretation of the Contract.

1.4 Unless the context otherwise requires, the singular includes the plural and vice versa.

2. Provision of Services and Cancellation

2\. REDSTONE PLC shall provide the Services on behalf of FSB Telecom at each Site from the Service Commencement Date until the Services are cancelled at the Site or the Contract expires or is terminated in accordance with the terms of the Contract. REDSTONE PLC shall not be obliged to provide Services until it is satisfied with the status of the Customer and formally accepts in writing a properly completed Order Form from the Customer.

2\. The Contract shall, subject to earlier termination in accordance with these terms, continue for an initial period of 12 months from the Service Commencement Date and shall automatically renew for further successive periods each of 12 months duration unless the Customer notifies REDSTONE PLC in writing not less than 30 days before the Contract would otherwise expire that it does not want the Contract to renew in which case the Contract shall expire on the relevant next anniversary of the Service Commencement Date.

2.3 REDSTONE PLC shall use all reasonable endeavours to provide the Services in a reliable manner and in accordance with good industry practice.The Customer must notify REDSTONE PLC as soon as it becomes aware of any fault in the Services and REDSTONE PLC will use all reasonable endeavours to correct any fault as soon as reasonably practicable.

3. Changes to the Services

3\. REDSTONE PLC may at any time change the Services:
(a) If it needs to do so to comply with any applicable safety or other statutory requirements; or
(b) Where the change does not materially detract from the quality or performance of the Services.

3.2 REDSTONE PLC will pay for any change to the Services made under this Clause.

4. Compliance with laws and obligations

The Customer must ensure that it complies at all times with all laws and obligations, applicable to the Customer. REDSTONE PLC will have no liability under the Contract for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

5. Provisions relating to Services

5.1 The Customer will use the Services in accordance with any reasonable operating instructions REDSTONE PLC may provide.

5.2 The Customer will be responsible for ensuring that the Services are not used for the sending of any defamatory, offensive or abusive, or obscene or menacing material or in a manner which infringes the rights of any person (including rights of copyright or confidentiality) and if REDSTONE PLC incurs any liability to any person or expense in any way connected with any such use then the Customer will promptly reimburse such amounts to REDSTONE PLC.

6. Suspension of Service

6.1 REDSTONE PLC may, without terminating the Contract, immediately suspend part or all of the Services until further notice if:
(a) REDSTONE PLC would be permitted to terminate the Contract under Clause 8.1; or
(b) REDSTONE PLC is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority. REDSTONE PLC will give the Customer the maximum period of notice practicable in the circumstances if it needs to suspend the Services for this reason.

6.2 If it is necessary for REDSTONE PLC to suspend the Services under Clause 6.1(b), it will do so for as short a period as is practicable in the circumstances.

6.3 If REDSTONE PLC suspends the Services due to any event in Clause 6.1, this will not exclude its right to terminate the Contract later in respect of that or any other event, nor will it prevent REDSTONE PLC from claiming damages from the Customer.

7. Charges and Payment

7.1 REDSTONE PLC will charge the Customer for the Services at the prices specified in the latest REDSTONE PLC price tariff or other relevant tariff, from time to time. REDSTONE PLC will invoice the Customer monthly in arrears for call charges and in advance for line rental and service charges and will collect payment by direct debit from the Customerís account on or around seven working days following the date of the invoice. If REDSTONE PLC is unable to collect payment from the Customer using these methods REDSTONE PLC may require the Customer to pay all sums due under the Contract on demand.

7.2 REDSTONE PLC reserves the right to charge daily interest on all amounts not paid in accordance with Clause 7.1 until payment is received in full in accordance with Clause 7.9 whether before or after judgement and this right to charge interest is without prejudice to REDSTONE PLC's right to treat non-payment of sums due by the Customer as a repudiatory breach of the Contract.

7.3 All sums due to REDSTONE PLC under the Contract are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the Customer.

7.4 REDSTONE PLC may at any time change the charges specified in the relevant price tariff by:
(a) Decreasing the charges without notice; or
(b) Increasing the charges by giving the Customer (where practicable) 30 days written notice.
(c) Reverting to BT base tariffs for all calls and rentals without notice in the event that you terminate your membership of the FSB. Any dual discounts that may have applied will also cease.

7.5 REDSTONE PLC may, on seven days written notice to the Customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to REDSTONE PLC from the Customer, whether or not they have been billed by REDSTONE PLC. If at any time the amount of charges payable to REDSTONE PLC (whether or not billed) exceeds the stipulated monetary limit, REDSTONE PLC will immediately notify the Customer and any amounts incurred in excess of the stipulated monetary limit will immediately become due and payable.

7.6 REDSTONE PLC reserves the right to reclaim any losses by charging the Customer if:
(a) The Contract, or any of the Calling Line Identifiers, are terminated prior to expiry of the Contract (in accordance with clause 8.1 of the Contract); or
(b) Any of the Calling Line Identifiers stop billing or passing traffic, for reasons other that those detailed in clause 8.2.
In (a) and (b) above, the charge will be based upon the Customer's highest monthly spend under this Contract up to termination of the Contract multiplied by the number of complete months remaining until the Contract would otherwise have expired.

7.7 The Customer must pay REDSTONE PLC the rental fee specified in the Order Form, or if none is specified, the rental fee referred to in the Tariff Sheet throughout the Contract Term.The amount of the rental will depend upon how REDSTONE PLC classify the line.The classifications are explained in our Tariff Sheet. REDSTONE PLC will usually ask The Customer to pay the rental monthly in advance. If REDSTONE PLC supply The Customer with temporary Service,The Customer may have to pay the rental in advance for the whole of the period for which The Customer requires the Service.The rental charge will be subject to VAT at the prevailing rate.

7.8 (a) The Customer must pay all rental and other charges and deposits as soon as The Customer receives the bill or request for a deposit and in any event within 14 days of the date of such bill or deposit request unless REDSTONE PLC otherwise agrees in writing.
(b If The Customer cancels the Direct Debit Mandate for any reason and The Customer continues to use the service and has not paid all monies owed by credit card,The Customer may be liable to pay a surcharge on each monthly invoice until the Direct Debit Mandate is re-instated by The Customer or payment by credit card is received. If REDSTONE PLC have not received payment of the bill by the due date, REDSTONE PLC may disconnect the telephone service. If this is necessary the following conditions apply:
(i) The Customer may be charged a fee as set out in the Tariff Sheet for reconnection to the Service.This fee applies regardless of the duration of the disconnection;
(ii) If the Service is suspended because REDSTONE PLC have not received payment by the due date, a reconnection fee may be required in advance before the suspension is lifted.

7.9\. If the Customer's payment is late, cancelled or dishonored,The Customer may be charged under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, as amended, and interest shall accrue on all invoices at a rate of 2% per annum above the base rate together with compensation to offset the costs of collection of each such invoice.

7.10 If there is a dispute over the amount of charges,The Customer is not entitled to withhold payments for amounts not in dispute.

7.11 Any payments made by credit card will incur a 2% processing charge.

7.12 In the event that the total monthly bill amount payable to REDSTONE PLC is less than ten pounds, REDSTONE PLC reserve the right to charge The Customer an administration fee of ten pounds.

7.13 At the discretion of the FSB, a free credit allowance on call charges only will be granted, in and for the 13th consecutive month of service only, equal to the average monthly bill amount of the Minimum Period.The FSB reserves the right to withdraw this offer at any time without notice.

8. Termination

8.1 Without prejudice to any other rights or remedies REDSTONE PLC may have (either under the Contract or at law), REDSTONE PLC may terminate the Contract or may cancel the Services at any Site immediately by serving written notice on the Customer if:
(a) the Customer becomes Insolvent; or
(b) the Customer fails to make any payment when it is due under the Contract after receiving seven days written notice to do so from REDSTONE PLC; or
(c) the Customer commits a breach of any material obligation under the Contract and (in the case of a remediable breach) fails to remedy the breach after receiving 30 days written notice to do so from REDSTONE PLC; or
(d) REDSTONE PLC is not permitted by law to continue to provide the Services; or
(e) the Customer exceeds any limit stipulated by REDSTONE PLC pursuant to Clause 7.5 and the Customer does not ensure that it comes within the limit after REDSTONE PLC has made a demand for the amount of the stipulated limit pursuant to Clause 8.1.

8.2 The Customer may terminate the Contract immediately by serving written notice on REDSTONE PLC if REDSTONE PLC commits a breach of any material obligation under the Contract, and (in the case of a remediable breach) fails to remedy the breach within 30 days of receiving written notice to do so from The Customer.

8.3 In this Clause 8 "Insolvent" means any one or more of the following events occurring to a party:
(a) a meeting of the other party's creditors, or any class of them, is called (whether formal or informal) or the other party enters into any composition or arrangement (whether formal or informal) with its creditors; or
(b) a proposal is made for a moratorium or a voluntary arrangement under Part 1 or the Insolvency Act 1986;
(c) the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 provided that the other party shall not be unable to pay its debts for the purposes of this condition if any such demand as is mentioned in the Sections is being contested in good faith by that party; or
(d) the holder of a qualifying floating charge as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, has taken steps to enforce his security; or
(e) a notice of intention to appoint an administrator or application for the appointment of an administrator has been made by the other party, its directors, any creditor or third party or for the appointment of a receiver or provisional liquidator; or
(f) a resolution is passed (or a meeting convened, or a written resolution circulated with a view to a resolution), a petition is presented that has not been withdrawn or an order made for winding up the other party; or
(g) any distress, distraint, charging order, execution or other process is levied or enforced on any of the other party's property and is not satisfied, withdrawn or discharged within 14 days; or
(h) the other party has ceased to trade or threatened to cease to trade; or
if anything analogous to any of the events in this clause shall occur under the law of any jurisdiction to which that party is subject.

8.4 If REDSTONE PLC suspends the Service because The Customer breaks this Agreement, the Agreement will continue for the Minimum Period.The Customer must pay REDSTONE PLC rental until REDSTONE PLC end the Agreement by giving notice under paragraph 8.1, or the Agreement is otherwise terminated by either party giving the other notice.

8.5 If REDSTONE PLC end the Agreement in accordance with this paragraph 8.5,The Customer will still be liable to pay to REDSTONE PLC all sums owing as at that date and this will not affect any other right or remedy that REDSTONE PLC may have against The Customer.

9. Limitation of Liability

9.1 Neither party is liable to the other party except as expressly set out in the Contract, and has no other obligation or liability whatsoever in contract, tort or otherwise to the other party.

9.2 Nothing in the Contract excludes or restricts either party's liability:
(a) for death or personal injury resulting from that party's negligence or its employees' negligence while acting in the course of their employment; or
(b) arising from a breach by that party of its statutory duty under section 41(1) of the Consumer Protection Act 1987, not to contravene any obligation contained in safety regulations made under section 11 of the Consumer Protection Act 1987.

9.3 Unless otherwise expressly stated and subject to Clause 9.5, either party's liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either party's obligations under the Contract is limited to £1,000.00 for one event or series of related events and £10,000.00 in total for all events arising in any twelve month period.

9.4 In no circumstances shall REDSTONE PLC be liable for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories;
(a) any loss of profits (whether direct or indirect); (b) loss of business; (c) loss of revenue; (d) loss of goodwill; (e) loss of anticipated saving; (f) loss of opportunity; and/or (g) indirect or consequential loss or damage.

9.5 REDSTONE PLC's liability to the Customer in contract, tort or otherwise (including any liability for negligence) arising out of a failure by REDSTONE PLC to make available any telephone line as part of the Services shall in no circumstances exceed £500 in any year of this Contract.

9.6 The Customer acknowledges that it is solely and personally liable for any termination charges arising in the event that it terminates a contract with another telecommunications service provider.

9.7 The Customer acknowledges that it is solely liable for any losses arising from any fraudulent use of its telephone lines and systems by third parties.

9.8 The Customer warrants that all information provided by the Customer to REDSTONE PLC is correct and that, in the event that REDSTONE PLC receives incorrect information from the Customer or the person completing the Customer's sign up form on behalf of the Customer, REDSTONE PLC will not be liable for any loss or inconvenience arising as a result.

9.9 The Customer acknowledges that the charges due under the Contract have been calculated with reference to REDSTONE PLC's liability position under these conditions and the Customer is advised to insure against any losses which are not the responsibility of the REDSTONE PLC as set out in Clause 9.4 above.

9.10 Neither party will be liable to the other for any failure to comply with its obligations under the Contract to the extent that this liability arises as a result of the failure by the other party to fulfil its obligations under the Contract.

9.11 Any condition or warranty which might otherwise be implied or incorporated within the Contract by reason of statute or common law or otherwise is hereby expressly excluded.

9.12 The provisions of this Clause continue to apply despite the termination or expiry of the Contract.

10. Force Majeure

10.1 Neither party will be obliged to carry out any obligation under the Contract (other than the Customer's obligation to pay under clause 7)
where performance of such obligation is prevented due to any cause beyond the first party's reasonable control, including but not limited to, any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a third party of line of sight between microwave installations, war, military operations, or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of the Services or both resulting from the same or a similar type of force majeure event.

10.2 If any event described in Clause 10.1 lasts for more than three months from the date of its commencement and that event prevents either party from performing all or a material part of its obligations during that period either party may, by giving 14 days written notice to the other party terminate the Contract.

10.3 All amounts owed by the Customer to REDSTONE PLC shall become immediately due and payable in full on demand and the Customer must immediately stop using the Services to the extent that they have been cancelled or the Contract has been terminated.

11. Information and Confidentiality

11.1 The Customer will promptly provide REDSTONE PLC (free of charge) with any information REDSTONE PLC may reasonably require to enable it to proceed with the performance of its obligations under the Contract, including any information which REDSTONE PLC may reasonably request for the purpose of credit verification and debt collection purposes and the Customer permits REDSTONE PLC to use such information and to provide it to third parties acting on behalf of REDSTONE PLC for such purposes.

11.2 Subject to Clause 11.3, neither the Customer nor REDSTONE PLC will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to the Contract and which is of a confidential nature.This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

11.3 The Customer acknowledges that REDSTONE PLC may, and permits REDSTONE PLC to, use information about the calls made including but not limited to origin, destination, duration, route and time, so that REDSTONE PLC:
(a) can perform its obligations under the Contract and maintain or upgrade the quality of the telecommunications services it provides or offers; and
(b) can collate the information and other customers' information to produce non-customer-specific statistics to assist REDSTONE PLC in its business planning.

11.4 Both parties shall comply with the Data Protection Act 1998 when dealing with information given to the other party under the Contract.

11.5 In order for REDSTONE PLC to provide the Services, it may be necessary for any Personal Data (as defined in the Data Protection Act 1998) provided by the Customer to be disclosed to REDSTONE PLC's service providers or agents.This may involve transferring the Personal Data to countries outside the United Kingdom.

11.6 In order to assist REDSTONE PLC to make credit decisions about the Customer, to prevent fraud, to check the Customer's identity and to prevent money laundering, REDSTONE PLC may search the files of credit reference agencies that will record any credit searches on the Customer's file. REDSTONE PLC may also disclose details of how the Customer conducts it account to such agencies.The information will be used by other credit grantors for making credit decisions about the Customer and the people with whom the Customer is financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors.

11.7 REDSTONE PLC may share the Customer's information with other third parties. REDSTONE PLC or such third parties may contact the Customer by mail, telephone, SMS, fax or email to provide details of any goods, services or promotions which may be of interest to the Customer. If the Customer does not wish to receive such information please write to the Data Protection Compliance Office at 3rd Floor Virginia House, 56 Warwick Road, Olton, Solihull,West Midlands B92 7HX but remember that this will preclude the Customer from receiving details of any special offers or promotions.

11.8 By signing and returning the Order Form or authorising REDSTONE PLC's customer service representative to complete an Order Form on the Customer's behalf, the Customer is providing REDSTONE PLC with its consent to the processing of Personal Data in this way.

12. Notices

12.1 Notices given by REDSTONE PLC shall be sent to the Customer's address specified on the front page and invoices shall be sent to the Customer's billing address set out in the schedule, each as varied by notice in writing from time to time. Notices to REDSTONE PLC from the Customer must be to 3rd Floor Virginia House, 56 Warwick Road, Olton, Solihull,West Midlands B92 7HX. Notices given under the Contract must be given in writing.

13. Assignment

13.1 Subject to Clause 13.2, the Customer may not assign or try to assign or otherwise deal with any of its rights and obligations under the Contract without REDSTONE PLC's prior written consent.

13.2 REDSTONE PLC may assign, sub-contract or otherwise deal with all or any of its rights and obligations under the Contract.

14. Change to the Contract

14.1 Notwithstanding any other provision of the Contract, REDSTONE PLC may change the Contract at any time by notice in writing to the Customer if it needs to do so to comply with any law or statutory obligation and will use its reasonable endeavours to ensure that any change to the Contract does not result in any deterioration in the Services.

14.2 REDSTONE PLC may make any other changes to the Contract as it may require on 60 days notice to the Customer. If the Customer does not accept the changes it may terminate the contract on 30 days notice to REDSTONE PLC.

14.3 If the Contract is terminated in accordance with Clause 14.2 all amounts owed by the Customer to REDSTONE PLC shall become immediately due and payable in full on demand and the Customer must immediately stop using the Services.

15. General

15.1 Failure by either party to enforce any of its rights under the Contract is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.

15.2 Part or all of any Clause of the Contract that is unenforceable or illegal will be severed from the Contract and will not affect the enforceability of the remaining provisions of the Contract.

15.3 Each party acknowledges that the Order Form together with these conditions constitutes the entire agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes all prior discussions, understandings and agreements between the parties and their agents.

15.4 The Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts except that REDSTONE PLC may seek injunctive relief outside such jurisdiction.

September 2005

The Direct Debit Guarantee

- This Guarantee is offered by all the 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 payment date changes, FSB Telecom will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by FSB Telecom or by your Bank or Building Society, you are guaranteed a full immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

DIRECT Debit

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