

## **Terms and Conditions of Service ADSL/ETHERNET/VOIP/Other services**

### **1 Definitions**

1.1 In these Conditions (unless the context otherwise requires):

"Access Code" means the prefix 1656. RCS may alter any Access Code at any time, at our sole discretion or as required by any government agency;

"Active Customer" means, for the purposes of clause 4.6 only, a Customer who is able to use the ADSL/VOIP element of the RCS service and such a Customer shall be deemed to be 'active' from 12 midnight on the day before such a Customer's Commencement Date;

"ADSL" means Asymmetric Digital Subscriber Line/Voice Over Internet Protocol;

"ETHERNET" means

"VOIP Service" means a Voice over Internet Protocol service that we provide to you that enables you to make telephone calls via our telecommunications Network in accordance within the terms of your Contract;

"Billing Period" means any period in respect of which we will bill you from time to time for your use of any of the Services provided to you under your Contract;

"BT" means British Telecommunications Plc, 81 Newgate Street, London EC1A 7AJ;

"Charges" means our published list of prices as amended from time to time applicable to both our Services in general and your particular Tariff Plan. To obtain a copy please call the Customer Service Centre or visit [www.ruralinternet.co.uk](http://www.ruralinternet.co.uk).

"Commencement Date" means the date upon which our supply to you of any Service for which you have placed an Order commences, and the relevant Commencement Date for each Service will be as communicated to you by us;

"Conditions" means these terms and conditions as amended by us from time to time in accordance with clause 14.1;

"Contract" means the contract between you and us for the provision of any of the Services, subject to these Conditions or specific conditions contained in a separate agreement e.g. for ETHERNET or WIRELESS services;

"Contract period" means the specified period in the contract from the Commencement Date of such Service;

"CPE" means customer premises equipment;

"Credit Limit" means any credit limit which is applied to your account either when you apply for any Service or at any time thereafter and described more fully in clause 8.7;

"Customer" means any customer of RCS who has been notified of the RCS service either before or when they agree to become a customer of the RCS service or who has asked us to become RCS customer and who enters a Contract with us to receive the RCS service;

"Customer Services" means the customer services facility provided by us for you to report any faults with any Service or make general or account enquiries which is currently available on telephone number 01228217070 (or such other number as may be advised to you by us from time to time). Customer Services help-line facilities are available in respect of the RCS services between the hours of 9am to 5pm Monday to Friday, excluding public holidays

"International Access" means calls to international telephone numbers via our telecommunications Network which may be made by dialling the Access Code prior to dialling the international telephone number that you wish to call. A list of the countries which may be called via the Access Code and the charges applicable to such calls is listed on our website at [www.ruralinternet.co.uk](http://www.ruralinternet.co.uk), or is available from the Customer Service Centre or by emailing [sales@ruralinternet.co.uk](mailto:sales@ruralinternet.co.uk).

"Minimum Period" means either, for new lines installed pursuant to a Contract for the LR Service, the period of twelve (12) months from the Commencement Date of such Service; or for Customers who transfer their ADSL Service the period of three (3) months from the Commencement Date of such Service;

"Non Geographic Number" means the service of routing a telephone call with a non-geographic number beginning with 07, 08, or 09 to a hidden geographic or mobile number as provided by you.

"Network" means the public switched telephone network whether operated by the Network Operator, BT or other similar provider as the context may require;

"Network Operator" means any other company or companies from time to time which operate a fixed line or mobile network on our behalf for communication purposes;

"Order" means any order that you submit to us for any of the Services;

"Ofcom" means the Office of Communications;

"Other Services" shall mean any communication service other than ADSL/ETHERNET/VOIP. E.g. Mobile calls

"Personal Data" has the meaning ascribed to it in the Data Protection Act 1998, as amended from time to time;

"Service(s)" means, as the context requires, the RCS service; or any other telecommunications services that we may provide to you pursuant to your Contract;

"RCS" "we" "us" and "our" means Rural Communication Solutions Limited (registered in England and Wales under company number 04758599) of 6 Brunswick Street, Carlisle CA1 1PN.

"RCS services" means all services provided by us to you under the terms of the contract agreement.

"Tariff Plan" means the monthly tariff (that may include some elements which are not chargeable) which you select for the Services at the time you place your Order and which you may change from time to time by agreement with us and where we agree, such change to take effect at the start of your next Billing Period; and

"you" and "your" means the person named in the application process and/or, where the context requires, it includes a person we reasonably believe is acting on that person's authority.

1.2 Words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa.

1.3 The headings in these conditions are intended for reference only and shall not affect their construction.

### **2 General Provisions Relating to the Services**

2.1 The Services covered by these Conditions are only applicable to use by businesses or by individuals identified by the named business who will be held responsible for all billing and use of the service. We will provide you with the Services in accordance with your Contract and your Contract sets out the only Services we provide to you. We may appoint any company as our agent to perform any or all of our obligations in providing the Services to you and any ancillary matters arising as a result.

2.2 Your Contract will allow us to send you one RCS bill for the Services that you receive from us. If you choose to receive invoices online via email, it is a condition of your Contract that you provide us with a current email address for billing purposes and that you maintain this address and advise us promptly of any changes to it. To make this change you will have to phone the Customer Service Centre or write to us at RCS Ltd, Maia House, Bowness-on-Solway Cumbria CA7 5AF. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

2.3 When we provide you with a Service, we will use the reasonable skill and care of a competent service provider but we cannot guarantee that the Service will always be fault-free. This is because other third party companies may provide the Networks which allow you to make calls and since this is beyond our control we are not liable for faults in any Service due to these matters.

2.4 If we provide you with a non geographic telephone number (including a code) for the purpose of providing the Services you acknowledge that the code and number are not your property and that we are entitled to alter the telephone number (and/or the code) at

our sole discretion. We shall only change that number where reasonably necessary or if we are requested to do so by Ofcom or other similar regulator, and will provide you with reasonable notice of such change. You acknowledge that, you have no right to sell (or to agree to transfer) or dispose of in any way, the number provided to you by us.

2.5 We do not provide you with any equipment such as your telephone except in the case of a separate contract to do so. If you rent such equipment from another provider, you will receive a separate bill from them. We are not liable for any problems you may have with such equipment and any issues you may have in relation to it must be raised direct with the relevant provider.

2.6 You may have existing contracts for telecommunications services (i.e. line rental, or calls) with your old service providers which have minimum service periods in them. You are responsible for checking any such contracts and for paying for any ongoing charges or charges on termination you may have to pay to your old service provider. These may be in addition to our charges.

2.7 If you move house or business location and want to access the Services at your new address you may need to set up new accounts for that location by calling the Customer Service Centre. You will have to provide us with what we regard as suitable proof of your new address. If you do not provide this information, your existing account will not be terminated and you will be liable for any charges that remain due in respect of the remainder of the term for the particular Service or part thereof (for example, the remainder of the Minimum Period).

2.8 Whilst we provide Services to you, you authorise us to act on your behalf and appoint us as your agent in all dealings with BT or any other Network Operator or service provider (as applicable) in connection with such Service, and in particular, you consent to BT or any other Network Operator or service provider (as applicable) providing us access to, and transferring to us, any Personal Data of yours (and other relevant information) to allow us to connect you to, and for us to provide you with the Services. In order to facilitate this you are required to complete a BT customer disclosure form.

2.9 You agree that you will not wilfully, recklessly or negligently, damage or attempt to repair or interfere with your telephone line or other equipment that is required to enable you to receive the Services from us.

### **3 Specific Provisions Relating to the RCS Service**

3.1 If you enter a Contract for RCS Service, it will not include, telephone or other equipment or any line rental or a maintenance service on your telephone line or the provision of internet access unless one of the following applies:

3.1.1 We have taken over responsibility for your telephone connection in accordance with clause 4.4; or

3.2 You acknowledge that if you do have a Contract with us, your telephone line and connection are provided by BT or similar network access operator and therefore, if there is a fault with either the line or the connection, we advise you to contact them as they should repair and maintain the line and connection in accordance with the terms and conditions of your agreement with them. In these circumstances, you will remain responsible for all charges made by BT or network operator relating to your telephone line and connection, together with any repair and maintenance charges (unless caused by our negligence).

3.3 If you move house or business location, your RCS Service will continue un-interrupted unless either you have written to us to terminate your RCS services or your existing telephone number changes. In the event that you change number as a result of your move, you will need to let us know so that we can transfer our services to your new number. The new transfer will normally take approximately fourteen (14) days from the date your new number is active or from the date you have informed us of the change to your number (subject to your new number being active). Please note that all calls made on your new number prior to re-connecting our services to your new number, will not be billed by us and may be charged at the BT business rates for calls carried over the BT Network or network operator rates over their network.

3.4 If you request International Access we will use reasonable efforts to make it possible if available to you, but owing to the nature of telecommunications Networks (and in particular various international Networks), it is impossible to provide a fault free service. As a result, we will not be responsible or liable to you in any way in circumstances where we are not able to provide the International Access service to you or where you are unable to obtain a clear connection to the international number you wish to call.

3.5 While the quality of International Access calls that you may make will be similar to that of other leading calling card service providers in the UK, if from time to time the service is unavailable or you experience any difficulty in obtaining a reasonably clear connection, you may dial direct to the international number you wish to call without using the Access Code. Please note that different call rates will apply to such direct dialled calls and you may incur a higher call charge.

### **4 Your Use of the Services**

4.1 You agree not to use the Services:

4.1.1 for making calls, sending data, publishing, knowingly receiving, uploading or downloading any data or material which are or may be reasonably deemed to be a nuisance, a hoax, abusive, obscene, racist, defamatory, menacing, indecent (including to the Customer Services operators who deal with enquiries concerning the Service), in breach of confidence, in breach of any intellectual property right (including copyright) or which is otherwise objectionable or unlawful, or you allow others to do these things or is of a nature which if transmitted would constitute a criminal offence;

4.1.2 to do anything (or allow anything to be done) which we think may damage or affect the operation of any Network;

4.1.3 to cause annoyance, inconvenience or needless anxiety to any other person, company or organisation;

4.1.4 to send or procure the sending of any unsolicited advertising or promotional material;

4.1.5 for any purpose which we may reasonable notify you from time to time due to the introduction of new legislation or applicable regulations;

4.1.6 as a means of communication, the purpose of which is other than that for which the Service is provided, or which is carried out in an unauthorised way or for fraud or criminal activities;

4.1.7 for purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign; or

4.1.8 in any way which does not comply with instructions given to you by us, our agents or our authorized contractors.

4.2 You must comply with any instructions we give you about the Service and you acknowledge that we and our agents (including BT) may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of other telecommunications services provided to you by us, BT or other network operator..

4.3 You must ensure that, all equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures.

4.4 You acknowledge that the Service is provided to other users and we owe a duty to them as a whole to preserve our Network integrity and to avoid Network degradation. If, in our reasonable opinion, we believe that your use of the Service has or may adversely affect such Network integrity or may cause Network degradation we may change your Services as we see fit in the circumstances.

4.5 You agree to indemnify us for all losses, fines, damages, claims, costs and expenses suffered or incurred by us arising from or in connection with your use of the Service in breach of this clause 5.

### **5 Suspension of the Service(s) by us**

5.1 We may suspend immediately the provision of any of the Services to you until further notice without compensation (such notice to be either oral or written) in the event that:

5.1.1 we are reasonably aware or suspect that you are in breach of clause 5; or

- 5.1.2 we are reasonably aware or suspect that you are in breach of clause 8 and have not remedied the breach within seven (7) days of being given notice that you are in breach and being reminded to pay your bill from us; or
- 5.1.3 we are obliged to comply with an order, instruction or request of the UK Government, and emergency services organisation or other competent authority; or
- 5.1.4 you have failed to meet any of your payment obligations for any of the Services we have supplied to you. You should also note that failure to meet your payment obligations, your service may be suspended or ceased and you will not be able to make outgoing calls on your; or
- 5.2 If we suspend the Services under clause 6.1, you shall reimburse us our costs and expenses reasonably incurred by our suspension of the Services and/or the recommencement of the provision of the Services to you.
- 5.3 If we exercise the right to suspend the Services this shall not affect our right to terminate your Contract under clause 9.

## **6 Liability**

- 6.1 Nothing in these terms shall exclude or limit our liability for death or personal injury caused by our negligence or that of our agents, or for any liability arising under Part I of the Consumer Protection Act 1987.
- 6.2 We shall not be liable for any loss that is not reasonably foreseeable nor any loss calculated by reference to profits, income, or business or loss of such profits, income, or business or for any loss of data or goodwill.
- 6.3 Our aggregate liability other than for those circumstances covered by clause 3.11 (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed £1,000 for any one incident or series of related incidents.
- 6.4 The limitations of liability set out in this clause 7 are in addition to any other provisions limiting our liability set out elsewhere in these Conditions.
- 6.5 Nothing in these Conditions shall impose any liability on us in respect of non-performance of the Service where the performance claimed is not in accordance with your Contract or where such non-performance is directly due to your acts, omissions, negligence or default.
- 6.6 You agree to indemnify us against any actual or potential claims or legal proceedings against us by a third party because of your use of the Services in breach of the provisions of these Conditions and in particular of clause 5. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.
- 6.7 Although alarm signals can be carried across a Network, we are not responsible for lack of service or failure to deliver an alarm signal due to:
- 6.7.1 your use of the Services;
- 6.7.2 a Network going down;
- 6.7.3 suspension of your account under clause 6;
- 6.7.4 failure arising from any misuse of the phone line or telephone equipment; or
- 6.7.5 for reasons outside our control (including, without limitation, if there is a technical failure of a Network, because a Network is being tested, modified or maintained or if access to any Network is denied to us).
- 6.8 Subject always to the provisions of clause 7.2 and 7.3, we agree that we shall be liable to you if the RCS services are not available for a continuous period of 12 hours or more in any one day and that unavailability is due to our fault. For each day that is so affected our liability shall be limited to the lesser of the amount set out in clause 7.3 or the sum of 5% of the charges incurred by you in the average month during the previous quarter. Such liability will be paid by us as a credit against your future bills.

## **7 Charges and Payment**

- 7.1 Our Charges for providing the Services shall be effective from the Commencement Date applicable for each Service for which you have a Contract and will be calculated in accordance with your Tariff Plan. Any and all charges are exclusive of VAT. You must pay to us all the Charges incurred by you, or any person using any Service even when such Charges exceed any Credit Limit imposed upon your account from time to time.
- 7.2 Within thirty (30) days of the Commencement Date, we shall prepare and send to you a bill for the Services you have used and your first bill may also include a pro-rated charge for the remainder of the initial Billing Period in which your account is activated. Charges incurred for periods of less than one month will be calculated on a pro rata basis. Calls made using the ADSL/ETHERNET/VOIP services will be billed in arrears.
- 7.3 All services are due on or before the tax date of the bill. All bills payable by direct debit shall be payable within fourteen (14) days of the invoice date. Bills payable by cheque or direct bank transfer (BACS) shall be payable within 7 days of the invoice date. If a direct debit is dishonoured or cancelled we shall be entitled to pass on to you any administration fee which may include third party charges and in addition we may lower your Credit Limit in accordance with clause 8.7, suspend or terminate your Service. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. For details of applicable fees please call the Accounts department.
- 7.4 Unless you have requested itemised billing (for which we may charge you extra), you will only be advised of the total amount of Charges. For the avoidance of doubt, you agree to pay us all Charges for which you are liable in respect of any Service including all Charges which relate to any additional service or facility which you have requested from time to time at the times and in the manner set out in these Conditions including any payment under clause 8.3.
- 7.5 We require that all direct debits in respect of the Services that you use must be taken from the same account for a period of at least six (6) months from the addition of a new Service. After this time you may change this providing we have consented in writing.
- 7.6 We may charge you interest both before and after judgement at a rate equal to 2% above base rate from time to time of Barclays Bank plc on the late payment of our bill. Interest is charged on a per annum basis, calculated daily.
- 7.7 Charges for calls you make using any Service will be calculated using details logged and recorded by us. We shall be entitled to amend our Charges from time to time and we will notify you of such changes by making the amended list of Charges available from our Customer Care department. If the Charges are decreased such decrease will be reflected in your next bill. Should we increase the Charges we shall provide you with thirty (30) days notice of such increase and the increase will take effect from the end of that period.
- 7.8 In addition to the provisions of clause 8.7, we reserve the right, at our absolute discretion, to change the Tariff Plan you are on at any time for reasons including, but not limited to, a breach by you of clause 5; where you are using the Services for purposes that we consider, in our reasonable opinion, are not in keeping with those reasonably expected of a residential Customer; or where the Services are being used for business purposes.
- 7.9 We reserve the right to request that you pay for the Services by Direct Debit and you acknowledge and accept that your Charges may increase if you do not use this payment method.
- 7.14 Upon termination of any Service for whatever reason all sums outstanding and any cancellation charges arising as a result shall be treated as a debt and shall become immediately due and payable.

## **8 Term and Termination**

- 8.1 In addition to the rights of termination provided elsewhere under this clause 8 below, the Services may be cancelled or terminated as follows and any Service that is not so terminated shall automatically continue:

- 8.1.1 in the case of the ADSL/VOIP/Other Services, provided by us, at any time giving you not less than seven (7) days' prior written notice. To terminate your Contract for the ADSL/VOIP/Other Services you must write to us giving us not less than thirty (30) days' prior written notice of the date you wish to terminate the ADSL/VOIP/Other Services. The termination of the ADSL/VOIP/Other Services may take approximately twelve (12) working days to be effective;
- 8.1.2 in the case of the ETHERNET Services, in accordance with the notice period and in the manner contained in the agreed specific contract;
- 8.2 Subject always to the Ofcom Guidelines, if you wish to cancel an Order for any Service prior to its Commencement Date, we shall try to ensure that the relevant Service is cancelled as soon as possible. However, BT or other network access operator may charge us a connection and/or disconnection fee plus VAT for any work that they may have undertaken at your local exchange to facilitate your connection to the Service. You agree to reimburse any such fee to us.
- 8.3 If you cancel or terminate any part of the Services you receive, or intend to receive, from us we may also, at our sole discretion, terminate the remaining parts of your Contract (i.e. for the other Services that you receive from us) by giving you thirty (30) days' notice.
- 8.5 If your Contract is terminated you shall be obliged to pay us all outstanding charges for your use of the Services up to and including the date of the termination in accordance with clause 8.14.
- 8.6 If at any time BT or any other service provider ceases to provide telecommunication services to us such that we are unable to continue to provide any of the Services, to you, we may immediately terminate your Contract.
- 8.7 Notwithstanding any other provision of these Conditions or of this clause 8, we may terminate your Contract (without prejudice to our other rights) by giving you notice in writing, if: you are in material breach of any term of these Conditions (and in particular but without limitation clauses 5 and 7); or you furnish us with false credit information; or you are the subject of any bankruptcy or insolvency proceedings; or you make any arrangement or composition with or assignment for the benefit of your creditors.
- 8.8 Should we increase the Charges or make any Contract modification which is likely to be of material detriment to you we shall provide you with thirty (30) days written notice and the increase or modification will take effect from the end of that period. If this occurs you may be entitled to terminate your Contract by giving us written notice detailing the proposed modification at any time on providing us with ten (10) working days notice, such notice to expire before the price increase or detrimental contractual modification takes effect. Should you terminate your Contract in these circumstances the relevant provisions of clauses 8.1.1 and 8.2 shall apply.
- 8.9 If we wish to terminate your Contract for ADSL/ETHERNET/VOIP/Other Services under this clause 8, we shall be entitled to transfer you to BT or back to your original provider/Network access operator without your consent.
- 8.10 If you give us notice to terminate any Service, you will be responsible for transferring to another service provider. If you fail to arrange this before our Service to you ends, you may be left without any of the telecommunications services which are the subject of these Conditions.

#### **9 Use of Your Information**

9.1 We may hold information that you provide to us (such as on an application or Order form or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("Your Information") may include your name, address, telephone numbers, email address, bank and credit/debit card information and details of how you use the Services, which may include for example and without limitation, traffic data related to your use of the RCS services including without limitation the numbers you call, the type, date, time, location, duration, and cost of calls and other general information about the way you pay and manage your account.

9.2 Your information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:

9.2.1 processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; dealing with requests, enquiries or complaints and other Customer care related activities; debt recovery (also using recovery agents and agents facilitating contact with you) and legal actions and all other general administrative and business purposes;

9.2.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about RCS products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may tell you by automated means or otherwise, including by email, fax, telephone, post and via world wide web and similar sites subject to any preferences indicated by you at the time you apply to enter into your Contract or subsequently;

9.2.3 contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;

9.2.4 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with national security, legal proceedings and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; and/or

9.2.5 carrying out activities connected with the running of our business such as personnel training, quality control, Network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a Customer or a potential Customer.

#### **9.3 Credit Checking and Account Collections**

9.3.1 We may also use the information you supply to carry out credit checks to help decide whether to accept your application or future applications, and to verify your identity and to protect our legitimate interests. This may involve searching information held about you by licensed credit reference agencies who will record details of the search and your application.

9.3.2 We may use a combination of credit scoring and/or automated decision making systems when assessing your application.

9.3.3 If you proceed with an application we may subsequently disclose details to credit reference agencies of your Contract, the payments you make under it, account balances and information about any default, dispute, queries and debts. We may also disclose details of any reported change of address or changes of which we become aware. We may also check and share your details with fraud prevention agencies who will record details of any false or inaccurate information provided by you or where we suspect fraud.

9.3.4 The information may also be used by us, credit reference agencies and other organisations to:

9.3.4.1 Trace debtors, recover debts, prevent money laundering and to prevent and detect fraud.

9.3.5 Information held about you by the credit reference agencies may be linked to records relating to your partner. Under certain circumstances, you may be entitled to request that you and your partner are financially independent and your application may then be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your partner that is likely to affect our willingness to offer financial services to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis.

9.3.6 Records held by fraud prevention agencies may also be shared with other organisations to help them make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and members of your household.

9.3.7 If you do not become our Customer or if your application is declined we will continue to hold information about you for the purposes of dealing with Customer enquiries, complying with any legal obligation and for crime and fraud prevention and detection.

9.3.8 You can ask us at any time for details of the credit reference and fraud prevention agencies to whom your information is disclosed and obtained from however we will not be able to provide you with any information relating to reasons for your failure to pass the credit scoring or automated decision making systems operated by these agencies or other information held by such agencies. If requested we may be able to give you details of the sorts of information we take into account when assessing an application.

9.4 We may share Your Information with:

9.4.1 In the event that we undergo re-organisation or are sold to a third party, you agree that any personal information we hold about you may be transferred to that re-organised entity or third party for the purposes and subject to the terms of this Conditions.

9.5 We may also pass your information for any specific purpose to certain third parties (some of which may be based outside of the European Union) where this is necessary or otherwise required or allowed to those who provide products or services that support the Services that we provide, such as our dealers and suppliers; credit reference agencies (unless we have agreed otherwise) who may share your information with other credit and insurance organisations and who may keep a record of the searches we make against your name; if someone else pays your bill, such as your employer, that person; those agencies and organisations involved in the prevention or detection of fraud or crime or the apprehension or prosecution of offenders, including the operators and participants of crime prevention schemes in which we participate who may compare Your Information with information collected from other sources and who may keep a record of the searches we make against your name; and anyone we transfer our business to in respect of which you are a Customer or a potential Customer and they may use and disclose Your Information for the same purposes as us.

9.6 A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).

9.7 If you would like us to tell you what information we hold about you, please write to us c/o The Data Controller, RCS Ltd, Maia House, Bowness-on-Solway Cumbria CA7 5AF We may charge a £10.00 administration fee; please quote your company name, address, phone number and account number on all requests. You can also call the Customer Service Centre to correct or update any inaccurate or incomplete information and to advise us of any preferences you may have concerning how you can be contacted for marketing purposes or to indicate your preferences for directory entries

9.8 If you do not wish your details to be used for the purposes described in clauses 10.2.3, 10.2.4 and 10.4 please write to us at the above address stating your company name, address, account number and phone number. Please note: this will not affect any marketing consent which you have already given to any of the companies referred to in this clause 10 in respect of agreements relating to other products and/or services.

#### **10 Matters beyond reasonable control**

10.1 Neither you nor we shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, war, act of terrorism, civil disorder or military operations.

#### **11 Transfer**

11.1 You may not transfer the whole or any part of your Contract without our prior written consent.

11.2 We reserve the right to assign, subtract, transfer or otherwise deal with the whole or any part of your Contract at any time.

11.3 Your Contract may be administered on our behalf, in whole or part, by another company appointed by us.

#### **12 Disputes**

12.1 If you have a complaint or query regarding any aspect of the Services including your bill, please contact us by calling the Customer Service Centre or by writing to us at RCS Ltd, Maia House, Bowness-on-Solway Cumbria CA7 5AF. Please include your company name, phone and customer account numbers in any correspondence.

12.2 If you are not happy with our response to any complaint or query that you make, you may refer your complaint to the Telecoms Ombudsman at [www.otelo.org.uk](http://www.otelo.org.uk) or on 0845 050 1614 or to Ofcom, the communications regulator at [www.ofcom.org.uk](http://www.ofcom.org.uk) or call Ofcom on 0845 456 3000.

#### **13 General**

13.1 We may change these terms and conditions at any time for legal, regulatory or commercial reasons. We will notify you of all such changes in writing and/or by publishing them on our website located at: [www.ruralinternet.co.uk](http://www.ruralinternet.co.uk). To the extent that such changes are to your material detriment or relate to an increase in the charges, we will give you at least thirty (30) days notice of such changes by writing to you and/or publishing them on our website ([www.ruralinternet.co.uk](http://www.ruralinternet.co.uk)). If you object to such changes you may be able to terminate this agreement at any time in accordance with the provisions of clause 8 by giving us not less than 30 days' notice. If you terminate in these circumstances the provisions of clauses 8.1.1 and 8.2 shall apply.

13.2 Your Contract sets out the whole agreement between you and us for the provision of the Services and supersedes all prior arrangements, understandings and agreements between you and us.

13.3 If any particular clause of these Conditions shall be or be held to be invalid or shall not apply to your Contract the other clauses hereof shall continue in full force and effect.

13.4 Save as otherwise provided in these Conditions, any bill, notice or other document which may be given by either you or us under these Conditions shall be in writing and shall be deemed to have been given if left at or sent by post to you at the address stated in your application or any other UK address you supply to us for this purpose, or to us at the address given on your last monthly bill. Such document shall be deemed to have been delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). References in these Conditions to notices given to you by us "in writing" also include by email, which must be sent to your email address stated in your application or any other email address that you supply to us for the purpose. Notices given by us by e-mail shall be deemed to have been delivered the day after the day the notice is sent. For the avoidance of doubt you shall not be entitled to serve any notice on us pursuant to these Conditions by email.

13.5 Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

13.6 We make every effort to ensure the security of your communications. You are however advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications may pass over third party Networks over which we have no control and we shall not be liable to you if this occurs.

13.7 Failure by either you or us to exercise or enforce any right, whether conferred by statute or by your Contract, shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.

13.8 Except in the case of any permitted assignment of your Contract under clause 11, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any clause of your Contract.

13.9 Your Contract and these Conditions shall in all respects be governed by and construed in accordance with English law and both you and us agree to submit to the non-exclusive jurisdiction of the English courts.