

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

LINES AND CALLS SUPPLEMENTARY TERMS

CAPPED CALLS

These terms are supplementary to and form part of the Lines and Calls terms and conditions and will apply where the Customer purchases the Capped Calls Service as part of the Services. In the event of any conflict between these terms and the Lines and Calls terms and conditions in relation to the Capped Calls Service only, these terms shall prevail.

1. INTERPRETATION

- “Capped Calls Service” means the service provided by the Company allowing direct dialled voice calls lasting up to the Permitted Duration to be made by the Customer to any UK Local, UK National, UK mobile or selected international destinations where this is provided for in the Tariff for which the Fixed Call Charge will be made by the Company;
- “Fixed Call Charge” agreed and set out in the Tariff and payable by the Customer in relation to any call made pursuant to the Capped Calls Service;
- “Permitted Duration” means a duration of 60 minutes per call; and
- “Tariff” means the tariff selected by the Customer and set out in the Order Confirmation.

2. SERVICE TERMS

The Capped Calls Service applies to direct dialled voice calls only made by the Customer to any UK Local, UK National, UK Mobile or selected international destinations where this is provided for in the Tariff for which the Fixed Call Charge will be made by the Company. The Charges payable by the Customer in respect of each call made pursuant to the Capped Calls Service shall not exceed the Fixed Call Charge, save as provided in clause 3 below.

3. RESTRICTIONS ON SERVICE

- 3.1 Any call time exceeding the permitted duration will be charged as set out in the tariff.
- 3.2 In any calendar month, the Customer’s use of the Capped Calls Service must not exceed 50% of the value of the Company’s invoice to the Customer for that calendar month. In the event that the Customer exceeds this limit, the Company

will charge the Customer for any use exceeding such limit as set out in the Tariff.

- 3.3 The Customer may at any time request a change to the Capped Calls Service (including a request to cancel such Service), which request may be accepted by the Company in writing. Any agreed change will take effect at the end of the Customer's current billing cycle.
- 3.4 The Company may withdraw the Capped Calls Service at any time on notice to the Customer.

4. CHARGES

- 4.1 The Company charges the Customer for using the services covered by this agreement. Initially the Customer is charged at the rates specified in the application form, confirmation of order or published in the Company price lists. Please note:
- (a) any connection charges are non-refundable;
 - (b) charges are calculated from data recorded by us and not from Customers own records;
 - (c) any default in payment will be covered by an administration charge which will be included on Customers next monthly bill
- 4.2 The Company may change its prices (upwards as well as downwards) but will endeavour to inform the customer at least 14 days in advance of any proposed change. Unless the Company advises otherwise, its charges are subject to VAT at the prevailing rate, which the Customer must pay in addition.
- 4.3 If the Customer is entitled to call capping as shown on the application form or confirmation of order this is subject to reasonable use (and the Company shall be entitled to determine what is reasonable use) and can be withdrawn by the Company at any time.
- 4.4 The price of a call will be the call set up fee (if applicable) per call, plus the specified pence per minute multiplied by the duration of the call until the value of the call reaches the Fixed Call Charge (if applicable). The Fixed Call Charge will apply until the duration reaches the Permitted Duration, after which the price of the call will equal the duration of the call less the Permitted Duration multiplied by the pence per minute rate specified, plus the Fixed Call Charge. The call set up fee may vary dependant upon tariff plan, call destination, agreed call commitment and current contract term - please contact Customer Services via the usual channels for further information.

Upon acceptance of your new Capped Call Tariff, applied from 1st February 2009, your contract will be renewed under our current standard terms and conditions located here:

<http://www.bnstelecomplc.com/bns/pdf/consolidatedtermsfeb2009.pdf>

