

- 1. This Multi-Play Package Agreement is a service contract under the terms of which timetalk will provide and make available to you a range of bundled and/or enhanced services on a packaged basis affording you the opportunity to make savings against the cost of obtaining those services on an individual basis. Customers on a Multi-Play Package may also have the opportunity of benefiting from offers that may not be made available to customers who contract with Time Talk for services on an individual basis.
- The MPPA is made up of these terms and conditions as well as timetalk's Residential Standard Terms and Conditions, terms are conditions that relate to the individual services provided as part of your package (Service Terms), our Price List as well as any other documents that are referred to in these documents.

### What timetalk Will Do For You

- 3. The available service packages to which this MPPA applies are published on our website. The elements of packages on offer may vary from time to time. However, the services that you receive and the price that you will pay for your chosen package will be fixed at the time you place your order with timetalk and will be clearly set out in your Order Confirmation. Package prices are also set out in our Price List.
- Broadly speaking our packages comprise broadband, carrier pre-select telephone services and line rental services. Beyond these core services, additional services may also be provided.
- 5. Depending upon your chosen package, timetalk may also supply you with equipment to use in conjunction with the services package you have selected. Some equipment may be supplied without charge or you may be asked to make an upfront payment for some or the entire price of the equipment. timetalk may also defer payment of part or the entire price for up to twelve (12) months from the date of your order confirmation. Again, all equipment prices and payment terms are stated in our Price List and will be clearly set out in your Order Confirmation.
- 6. timetalk values your business and rewards customer loyalty. At the same time we understand that our customers wish to be flexible in the level of service they receive. With certain packages payments we agree to waive amounts that would otherwise be payable if you stay on your package beyond a specified period of time. We will also allow you to upgrade or downgrade the level of certain services you receive, either with no change to these terms or in exchange for an extended contract term.
- 7. There are certain products and services that are not provided as part of service packages and are therefore not covered by these terms. However, in relation to those services we will provide you with the terms and conditions that apply to the particular goods or services.
- Certain packages have no connection fee, although a disconnection fee may apply and become payable upon termination of the Contract for whatever reason.

### What You Need

- To be eligible to receive our packaged services you must:
  - a. Take our Line Rental Service over which we can provide the other services that make up your chosen package and keep this service for the duration of this contract. If you cancel the Line Rental Service or you do not pay for the service or otherwise breach the applicable Service Terms this contract will automatically end and you will be deemed to have entered into a new contract for the remaining services on our standard terms and conditions commencing on the date this contract comes to an end
  - b. If you make the majority of your landline calls using another carrier or call provider without our prior written agreement, we reserve the right to end this contract. If we exercise this right, we will tell you in advance and the individual services that make up your chosen package will be moved to individual contracts on our standard terms and out our standard prices as set out in our Price List. It is agreed that these contracts shall commence on the date that this contract comes to an end.
  - c. All packages available under this contract are subject to availability and we cannot guarantee for various reasons, including network constraints and where you live, that our packages will be available to everyone.

# When This Contract is Formed

- 10. Completing a Registration Form (whether online or over the 'phone by speaking to a sales person) and submitting it to timetalk will be treated as an offer by you to purchase the Multi-Play Package (including any Equipment) for the price specified in the Registration Form on these terms and conditions. Upon receipt of your Registration Form we will verify your order and send you an Order Confirmation in a durable format if your offer is accepted. This will be either electronically or by post. The contract between you and timetalk is formed and becomes legally binding when you receive the Order Confirmation. We reserve the right to decline your offer for whatever reasons. Should we do so, you will be advised as soon as possible.
- When completing online orders you will have the opportunity to check the information on your Registration Form before submitting it to us so that you can correct any input errors.

# When Will the Services Start?

- 12. It is not always possible for all of the services that comprise your selected package to be made available to you at the same time. Whatever the case, we will tell you when each service is available for you to use.
- 13. In certain circumstances we may agree with you that you can receive the benefits of a package but that certain services within the package will be provided at a later date. When we agree this, the future start date will be will be stated on your Order Confirmation.
- 14. You agree that you will take each service that makes up your chosen package for a minimum period. Unless stated to the contrary on your Order Confirmation, the minimum period is 18 months from the date on which the all of the services are available for your use.

This is called the Package Start Date and the minimum period will be calculated from this date

### How Much Do I Have to Pay and How?

- 15. The price you have to pay for your Multi-Play Package is set out both in our Price List as well as in your order confirmation. You can also view this information online by visiting our website. Simply log in to the My Account section of the site.
- 16. Unless we agree with you to defer the provision of one or more of the services to a future date, or if we experience delays of more than 14 days in providing one or more of the services included with your package, we will only begin charging the package fee from the date on which all the services that comprise your package are available for your use. You will, however, be responsible for paying all usage charges incurred by using any of the services that are not covered by the package fee are chargeable at the applicable rates from when the service is first made available for use.
- 17. If we are unable to provide all of the services in your package within 14 days, or if we agree to defer the provision of one or more services to a future date, we reserve the right to charge for the services that we do provide on an individual basis from the date on which the relevant service was first made available for your use. The amount you pay for each individual service will be set out in your Order Confirmation, or if a breakdown of the cost of the individual services is not stated, a proportion of the total package fee that timetalk considers reasonable having regard to the service(s) that are being provided.
- 18. We use a third party collection agent for the purposes of collecting payments due under this contract. It is a condition of this contract that you make payment via our nominated collection agent. You are required to pay a fee to the collection agent for setting up your preferred means of payment and for collecting payments due under this contract. However, the amount you are required to pay to the collection agent has already been taken into account when fixing the package fee so that you will not end up paying more than the amount of the package fee, unless you chose to a method of payment to which additional charges apply. For example payments by credit or debit card attract additional charges. Payments by cash or cheque will not be accepted. Further details are contained in our Residential Terms and Conditions as well as in the collection agent's terms and conditions. Should you cancel your agreement with our Collection Agent your package price will remain the same and timetalk shall be entitled to receive from you the sums you previously paid to the Collection Agent.
- 19. All package fees are payable in advance. Additional charges that are applicable to the use of the service not covered by your package fee (e.g. call charges and usage charges) are payable monthly in arrears.
- 20. You can view your monthly bill by logging into the My Account section of our website. There is also an option for you to download your bills in PDF format. We can also provide you with paper invoices although additional charges apply. Details of the applicable charges are set out in the Price List and will be invoiced and added to your monthly bill should you select this option.

### **Delayed Payments for Equipment**

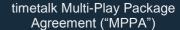
- 21. As part of certain packages we may supply you with Equipment for use in connection with the services that are included within your chosen package and agree to defer payment of some or the entire price of the Equipment until a later date. If you continue with the contract beyond the stated date for payment of the deferred amount and you have adhered to these terms and conditions and have not downgraded any of the services that make up your package, then we will reward your loyalty by waiving the amount of any deferred payment.
- 22. Should you decide to cancel this contract or any of the individual services that you agreed to receive as part of your Multi-Play Package prior to the date on which the deferred payment is due the full amount of the deferred payment will become immediately payable.
- 23. If you continue with this contract but downgrade any of the services that make up your Multi-Play Package, the amount of any deferred payment will become immediately payable. If the package or single service that you downgrade to also has an upfront charge for the Equipment that is more than you paid for the Equipment under your Multi-Pay Package you will also be charged the difference/balance.

# Disconnection Charges

- 24. Certain packages have a disconnection charge rather than a connection charge. Any applicable disconnection charge will be stated on your Order Confirmation. If you prefer you can pay a connection charge at the beginning of the contract instead of a disconnection charge.
- 25. If you do not cancel your MPPA prior to the expiry of the minimum periods that would otherwise apply to the individual services that comprise your Multi-Play Package (these are set out in the Price List) we agree to waive payment of the disconnection charge in recognition of your loyalty. For the avoidance of doubt, connection charges will be not be waived or rejudy control.

# Can I Change My Package?

- 26. After the minimum term of this MPPA has ended you can reduce the level and number of services you receive at any time without having to enter into a new agreement.
- 27. You can reduce the level of one or more of the services that make up your initial package at any time during the minimum period. However, each time you do the minimum period will be extended so that the number of months remaining of the minimum term is equal to the initial minimum term.
- 28. You can reduce the number of services that you receive as part of your existing Multi-Play Package at any time during the minimum period. If the remaining services are available on a package basis and you meet the qualification requirements for that package, you may change to that package, subject to you agreeing to pay the price for the package in question (if applicable). You will be required to enter into a new MPPA for a minimum term that is the greater of the minimum period remaining on your existing package and the minimum term of the package that you wish to transfer to. You will also be required immediately pay the deferred amount for any Equipment you received for use in connection with the cancelled service.





- 29. If you reduce the number of services that you receive as part of your package during the minimum period so that we are unable to provide the remaining services on a package basis, you must take each remaining service on a new single contract subject to our standard residential terms and conditions with a new minimum period. If we supplied Equipment and agreed that payment would be deferred, the full price of the Equipment will become immediately payable by you in accordance with the terms of this Agreement.
- If your package includes a line rental service, you cannot cancel the line rental service during the minimum period.
- 31. You are free to increase the level of any of the services that you receive as part of your Multi-Play Package at any time. Additional package fees may apply. Depending on your package you may also be required to commit to a new minimum period (equal to the initial minimum period) starting from the date of the service change.
- 32. There may be additional services that we offer which were not included within your initial package. From time to time we may also offer enhancements to your existing services or offer you new services at special or promotional rates. You can add new services to your package at any time or take advantage of any special or promotional offers that we may make. In each case the minimum period will be extended so that the remaining length of the minimum period is equal to the length of initial minimum period.
- 33. Should you move house during the minimum period and we are unable to provide you with all of the services that make up your package, this agreement will continue although we will not charge you for the services that you are unable to receive. The amount that you will pay will be the amount that we reasonably determine relates to the remaining services that you can continue to receive. If you are only able to receive our line rental and telephone services, then this agreement will end and you must take these services on our standard residential terms and conditions with a new minimum period.

#### How Can I End This Agreement?

- 34. If you cancel any of the services provided as part of your Multi-Play Package or move any of the services to another provider this will be treated as notice by you ending this MPPA. If you do not enter into a new MPPA for the remaining services for a new minimum period, or we do not offer or you do not qualify for a package that comprises the remaining services, then you will be treated as having entered into a single contract for the remaining services on our standard residential terms and conditions and Service Terms, subject to the minimum period applicable to the remaining service(s). If all services are ended this agreement will end 7 days after the date on which the last service was transferred. If we supplied you with Equipment for use in connection with a service that has been cancelled and payment for the Equipment was deferred, the full price of the Equipment will become immediately payable by you in accordance with the terms of this Agreement.
- 35. If you end this Agreement prior to the end of the minimum period, in addition to you making payment in full for any Equipment where we have agreed to defer payment in consideration for your having a package, you will also be required to pay us compensation for ending this agreement early. The amount of compensation you must pay (referred to as an Early Termination Charge) will not be more than the Charges you would have paid for the Services during the remainder of the Minimum Period (assuming you would have used the Services to the minimum extent contractually possible during this period) less any costs that we are able to save as a result of the early termination, including any cost savings made as a result of us not having to provide the Services. Full details of how this charge is calculated are in the Price List, which can be found at www.timetalk.co.uk/nfo.
- 36. If you pay by direct debit and your direct debit instruction is cancelled we are entitled to treat such cancellation as notice by you to terminate this Agreement. Where we do so, we will notify you in writing.

SHOULD THINGS GO WRONG WE HAVE A CUSTOMER COMPLAINTS CODE WHICH TELLS YOU HOW YOU CAN MAKE A COMPLAINT AND WHAT WE WILL DO TO TRY AND RESOLVE YOUR COMPLAINT AND PUT THINGS RIGHT. OUR CUSTOMER COMPLAINTS CODE CAN BE FOUND AT www.timetalk.co.uk/info