

Conditions of Service
London Central Communications Ltd

1st September 2016

Service Schedule for London Central Communications Limited Business Services (Telephone Service – Calls and Lines), ISDN, Leased Circuit, DSL, IP, Domain Name, Parasol & Maintenance Services

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1. SERVICE DESCRIPTION

General Description

- 1.1 The Service is the facility to make or receive a Call and supply of any related equipment and related services listed in the Acceptance that LCC agrees to provide to the Customer under the Contract. As LCC provides other services, please refer to LCC's terms & conditions for explanation. Please refer to LCC's price list for a full list of charges, many of which will be subject to a discount for our Customers who pay our invoices punctually and by direct debit.

Provision of the Service

- 1.2 LCC may agree a date for the provision of the Service following a survey of the Site but all dates are estimates.

Phone Book and Directory Entries

- 1.3 LCC will provide the Customer with a telephone number. This number will be put in the appropriate Phone Book, together with the Customer's details, and made available from BT's directory enquiries service unless the Customer requests otherwise. LCC may agree to a special entry in the BT Phone Book at an additional charge.

Minimum Period

- 1.4 The Minimum Period is 12 months, or any other period shown in the Acceptance or the Order Form (if any), as agreed between the Customer and LCC.

Renewal

- 1.5 At the end of the 12-month minimum period of this agreement (or such other period as the Customer and LCC shall agree at order placement) all business services including domain names will be automatically renewed 30 days prior to expiry, for a further 12-month term (or such other period as the Customer and LCC shall agree at order placement), using the original payment method if able, subject to LCC's terms and conditions at the time of renewal and acceptance by the applicable Carrier and domain name registry.

2. SERVICE LEVELS, FAULT MANAGEMENT & SERVICE GUARANTEE

Service Care Level

- 2.1 LCC will provide the Service Care Level agreed between the Customer and LCC.

Customer Service Guarantee

- 2.2 The Customer Service Guarantee set out in the attachment to this Service Schedule applies to the Services specified in the LCC Price List.

3. RESPONSIBILITIES OF THE CUSTOMER AND LCC

- 3.1 Where the Service provided under the Contract connects a point in a Carrier's electronic communications network e.g. BT to a point outside a Carrier's electronic communications network, the provisions of the Contract apply only to that part of the Service which is provided by means of an electronic communications network which LCC provides. LCC is not responsible in any way for any electronic communications services provided by any other electronic communications service provider and the Customer is responsible for making applications to such providers, for compliance with their terms and conditions and for payment of any charges.

- 3.2 The customer will comply with any applicable fair use policy detailed in the LCC Price List.

4. CHARGES

General

- 4.1 The charges and associated terms are detailed in the LCC Price List except as may be stated on the Acceptance (if any).
- 4.2 LCC will send its invoice at regular intervals, usually every month. Sometimes LCC may send the Customer an invoice at a different time.
- 4.3 If the Customer orders temporary Service, LCC may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
- 4.4 Payment is due upon receipt of LCC's invoice or the date specified on the invoice, whichever is the later.
- 4.5 If the Customer does not pay an invoice, LCC will generally not suspend the Service or end the Contract until 28 days after the payment was due. However, sometimes LCC may take this action after only 14 days
- 4.6 The payment processing fee payable in accordance with the Conditions is set out in the LCC Price List.
- 4.7 The late payment charge payable under the Conditions is set out in the LCC Price List.
- 4.8 The charges payable under the Conditions are set out in the LCC Price List.

Cancellation/Early Termination

- 4.9 See term of Contract and termination charges set out in the LCC Price List, Conditions for LCC Provision of Equipment and Services or the Acceptance (if any). If the contract is cancelled within the minimum period by either party, the Customer will repay any installation fees, which were provided free of charge or at the reduced rate, along with the remaining rental monies which would be due if the Contract continued to the end of the minimum term.

5. ADDITIONAL CONDITIONS

Contractual Documents

- 5.1 The definition of Contract set out in the Conditions is amended as follows:
Contract means in order of precedence:
The Acceptance (if any); the LCC Price List; the Service Schedule for Business Services (Telephone Service – Phone Calls & Lines), ISDN, Leased Circuit, DSL, IP, Parasol, Domain Name and maintenance services; the LCC Customer Service Guarantee; the Conditions for LCC Business Services; the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and LCC.

Termination Notice Periods

- 5.2 The notice periods of the Conditions are amended as follows and the Contract may be ended by:
- (a) the Customer on ninety days written notice to LCC; or
 - (b) LCC on ninety days written notice to the Customer

Limitation of Liability

- 5.3 Subject to paragraph 5.4 below, the limit of liability under clause 9.2 of the Conditions is:
- (a) £1,000 for loss of or damage to physical property; and
 - (b) £2,500 for all other direct loss or damage arising from any one incident or series of connected incidents and £2,500 for all incidents in any period of 12 months.
- 5.4 LCC's sole liability for the failures detailed are as set out in 5.3

6. DEFINITIONS

In this Service Schedule the following term have the meanings shown next to them.

Acceptance	the form (including any applicable charges schedule) setting out the details of any charges and associated terms not stated in the LCC Price List.
Call	a signal, message or communication that is silent, spoken or visual.
Customer Service Guarantee	the options available to the Customer where LCC is late in delivering the Service or there is a fault in the Service and which are set out in the attachment to LCC's Service Schedule.
LCC	London Central Communications Ltd 42 Southwark Street, London SE1 1UN TEL: 020 3179 1000 WEB: www.lcc.co.uk
LCC Price List	the document(s) containing a list of LCC's charges and terms can be sent by contacting 020 3179 1000 or emailing help@lcc.co.uk with prices often subject to a discount from LCC, so please refer to your Acceptance
Operational Service Date	is not used in these Conditions but may be used in the LCC Price List and/or Acceptance and has the same meaning as Service Start Date.
Service Care Level	the repair options set out in the LCC Price List or Acceptance attached.