

## Product Schedule: CPS, Indirect Access and Line Rental - Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to CPS and Indirect Access and line rental services and sets out terms and conditions which are specific to the provision of such services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.  
**Current Supplier:** On signature of the Product Agreement, Arrow will facilitate the switching of the relevant service(s) to an Arrow Network Operator. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
2. **CPS and Indirect Access:** Where the Customer has contracted for carrier pre-selection or indirect access services under this Product Schedule, the following provisions shall apply in addition to the general provisions of this Product Schedule:
  - 2.1 **Scope of Application:** These services apply to all telephone calls made from the Customer's premises except those designated by Arrow or the relevant Network Operator providing the services from time to time (details of which are available on request).
  - 2.2 **Supply:** Supply of these services is made via the Customer's existing connection to the Network. It is the Customer's responsibility to maintain their connection to the Network and Arrow cannot be held responsible or liable to the Customer for failing to provide these services if such failure arises as a result of any interruption to, failure to connect to or disconnection from, the Network. In the event that calls from the Customer's premises fail to be routed over the Network due to a fault on the Network or changes made to the system by the Network Operator or the Customer, Arrow shall not be liable for any resulting call or usage charges by the Network or otherwise payable by the Customer.
  - 2.3 **Reprogramming:** Arrow will use its reasonable endeavours to ensure that any re-programming of Customer apparatus agreed to will take place within 14 days of the date of acceptance of the relevant Order. However, Arrow is reliant on third parties to provide this service and as such it cannot guarantee the time frame and accepts no obligation or liability in connection with the time taken to provide reprogramming and this Product Agreement (and/or the relevant Purchase Order) shall not terminate as a result unless otherwise agreed in writing. Following a fault in the service, if further reprogramming is required this shall be the Customer's responsibility unless otherwise agreed.
3. **Line Rental Services:** Where the Customer has contracted for line rental services, the following provisions shall apply in addition to the general provisions of this Product Schedule, and where applicable, shall supersede the provisions relating to CPS or Indirect Access:
  - 3.1 **Supply:** Supply of these services is made via the connection to the Network. It is Arrow's responsibility to maintain the connection to the Network on behalf of the Customer in so far as it is capable of doing so without direct control over the Customer's site. Arrow cannot be held responsible or liable to the Customer for failing to provide these services if such failure arises as a result of any interruption to, failure to connect to or disconnection from the Network, due to a circumstance or event within the Customer site.
  - 3.2 **Line Features:** Line features available to the Customer before the transition to Arrow such as call barring, or directory enquiry listings may be removed. The Customer is responsible for informing Arrow of its requirements in relation to such features in order for them to be re-established after switching to Arrow. Conversely if a line is switched to Arrow that retains features over and above those defined in the Product Agreement, Arrow will charge for those services at the applicable tariff.
  - 3.3 **Line Termination (Analog & ISDN2 only):** In the event of cessation of a line rental service within the initial 12 months of its connection to the Network, the Customer will be liable for a termination fee of all monthly recurring charges associated with that line up to the end of that 12-month period. In addition, if any installation charges were waived as part of a promotional offer, Arrow reserves the right to charge in full for these installation charges.
  - 3.4 **Line Termination (ISDN30 only):** Where a Customer has paid Arrow for the initial installation of a new ISDN30 line then in the event of cessation of this line within the initial 12 months of its connection to the Network, the Customer will be liable for a termination fee of all monthly recurring charges associated with that line up to the end of that 12-month period. Where a Customer has accepted "Free of Charge ISDN30 Installation" then in the event of cessation of this line within the initial 36 months of its connection to the Network, the Customer will be liable for a termination fee of all monthly recurring charges associated with that line up to the end of the 36-month period, as well as the initial installation

costs that were waived as part of the promotion.

**3.5 Call Switching:** If a Customer has contracted for line rental services, throughout the duration of that line being managed by Arrow, they are obliged to route all call traffic associated with that line via CPS or IDA through Arrow. Arrow reserves the right to block line rental customers from using alternative suppliers for call traffic.

**3.6 Early Termination:** If the Customer attempts to terminate this Product Agreement during the term of this Product Agreement, Arrow reserves the right to invoice the Customer for an early termination charge, made up of:

(1) line rental or service charges up to the end of the Term, or 12 months after a line, inbound number or broadband service was initially connected to the Network (whichever is the greater); and

(2) the agreed minimum spend as set out in the Customer Product Agreement.

**4 Changes to the Agreement for Consumers:** The provisions of this paragraph 10 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less. Where this paragraph 100 applies, the following changes shall be deemed to have been made to the Terms and Conditions:

4.1 The definitions of "Customer Group", "User" and "User Details" shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.

4.2 Clause 3.3 shall be replaced with the following:

**"3.3 Time of supply:** The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability."

4.3 Clause 12.1 shall be replaced with the following:

**"12.1 Data Protection:** The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow's subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request)."

4.4 Clause 14.1 shall be replaced with the following:

**"14.1 Limitation of Liability:** Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer."

4.5 The following sentence shall be added to the end of Clause 13.2:

"Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement."

4.6 Clauses 14.3 and 14.4 shall be replaced with the following:

**"14.3 Other liability:** Subject to Clauses 14.1, 14.2 and 14.4, Arrow's aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.

**14.4 Third parties:** Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party."

4.7 The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question that may have been incurred through the value of the goods having been diminished as a result of handling by the Customer.



4.8 Clause 4.3 shall be replaced with the following:

**4.3 Price Changes:** Arrow will use its reasonable endeavours to ensure that the Charges remain competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider by giving the Customer a minimum of 30 calendar day's written notice. Where there has been an increase in the Customer's fixed recurring charges the Customer may exit the contract without penalty. Where there has been an increase in the Call charges only the Customer may request (in respect of the Services where the increase has occurred) that the Charges for the provision of those Services are reviewed.

This request must be made within 14 calendar days of the Customer being given notice of the changes to the Charges. Arrow will have no obligation to alter such charges unless it is practical to do so.