



Company No 6032302

## PHOENIX HOSTING AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 200\*

Reference: \_\_\_\_\_

Commencement date of services supplied: \_\_\_\_\_

### BETWEEN:

- |                         |
|-------------------------|
| Phoenix                 |
| Dawson House            |
| 128-130 Carshalton Road |
| Sutton                  |
| Surrey                  |
| SM1 4TW                 |

Hereinafter referred to as “Phoenix” of the one part;

**and**

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|--|
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|  |
|  |

Hereinafter referred to as “the Reseller” of the other part.

### Whereas

Phoenix wishes to appoint the reseller to market, promote and sell hosting, internet, telecommunication products and any other services offered by Phoenix to third party customers (hereinafter referred to as

“the customers”) and in consideration of the mutual promise and undertakings in this Agreement, each party agrees as follows:

## **1. Definitions herein**

Unless context otherwise dictates, words in the singular include the plural and vice versa and words in one gender include any other opposite gender or otherwise redefined in attached addendums;

### **1.1 The Act**

The Telecommunications Act of 1984 and any statutory amendment or modification thereof.

### **1.2 Associated Person**

Any company (or directors or employees of same), partnership or individual with whom the Client has currently, or has had in the past, a business or commercial relationship. This includes any company, partnership or individual appointed by the dealer, at their discretion, who the dealer chooses to be involved in the marketing, promotion and sales of hosting, internet, telecommunications products and any other services.

### **1.3 Services**

The hosting, internet, telecommunication products and or other services, provided by Phoenix, as displayed in the latest Phoenix literature and web site.

### **1.4 Commission Rate**

The rate of commission currently paid to Phoenix from the Resellers' turnover. Phoenix determines the commission rate for particular telecommunication products and services, at their sole discretion.

### **1.5 Commercial Information**

Any information which may, in the normal course of business dealings, be disclosed to the Reseller.

### **1.6 Company**

Phoenix.

## **1.7 Intellectual Property**

Any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in the Territory in respect of the service and applications for any of the foregoing.

## **1.8 Clients' Control Panel**

Referred to hereafter as "panel" allows Phoenix to service all facilities to the Reseller which in turn can control and facilitate all third party customers.

## **1.9 Reseller**

A partner with their own billing facilities who buys services from Phoenix to onward sell to their customers.

## **1.10 Partner**

Alternative generic term for Resellers.

## **1.11 Customer**

Deemed herein as the Resellers' clients, End User or third party participants.

## **1.12 End Users**

Deemed herein as the Resellers' clients and or third party participants that have the final use of the services.

## **2. Resellers' Partner Programme**

Subject to the terms and conditions contained in this Agreement on your acceptance by Phoenix into the Resellers' Programme, Phoenix shall authorise you to market and promote all the hosting, internet, telecommunication products and any other services supplied by Phoenix to Resellers and all future services that become available on acceptance of terms and conditions that may relate specifically to that service or facility as an attached addendum.

## **3. Services**

Phoenix determines the hosting, internet, telecommunication products

and any other others offered at any time to Resellers and or customers, at their sole discretion.

- i. Phoenix may need to change or alter the configuration of the Service or Service Equipment provided under this Agreement in order to provide the Service to Reseller. Phoenix shall use reasonable efforts to give at least 14 days prior written notice to Reseller of any such change or alteration where possible.
- ii. Phoenix will not indicate an association, affiliation or partnership with the Reseller unless otherwise agreed in writing with said Reseller.
- iii. Phoenix reserves the right to subcontract its obligations and/or duties set out in this Agreement.
- iv. The Reseller may re-sell a Service to Reseller's own End Users provided that the terms of re-sale do not conflict with the terms of this Agreement. In particular:
- v. Reseller is not deemed a Phoenix agent, representative or partner and may not indicate otherwise provided that Reseller shall be entitled to promote that it is a reseller of Phoenix services.
- vi. Reseller may not refer to Phoenix in its sales or marketing activity or literature except with the prior written consent of Phoenix and/or attached to this Agreement as an addendum, such permission may be withheld and Phoenix reserve the right to give a reason.
- vii. Phoenix is in no way liable to any Resellers' customers to whom the Reseller re-sells a Service; Reseller shall not use any information received from Phoenix pursuant to this Agreement to approach or solicit any of Phoenix's own customers.

#### **4. Resellers' Commission**

Upon acquisition of new customers by the Reseller, Phoenix will be paid a commission in relation to CPS and/or VoIP services that deem a commission payable and pre-determined within this Agreement at the

appropriate and agreed commission rate – subject to such minimums as may be reasonably decided by Phoenix at their sole discretion and subject to the customers making satisfactory and full cleared payment for these services. The commission payable will be invoiced, until such time as the customer ceases to use the service or this Agreement is terminated – subject to such minimums as may be reasonably decided by Phoenix. Phoenix reserves the right to amend such minimums whenever it sees fit and will notify the amount by e-mail or addendum at that stage as referred to in Clause 3 (i).

## **5. Reseller**

The Reseller will use his “best endeavours” to acquire new customers or new businesses and:

**5.1** Resell the services provided in accordance with Ofcom, ICTIS and the industry’s rules, regulations, policies and practices related to the services supplied to include where applicable Ofcom’s ADSL Mac Policy 2007.

**5.2** Neither party has authority to enter into any contractual arrangements with third parties on behalf of the other party. The parties undertake that in relation to their dealing with each other and their dealings with End Users and/or potential End Users, they will not represent themselves as each other or misrepresent each other or misrepresent their relationship with each other, or misrepresent to End Users or potential End Users, the nature and/or effect of their contracts with End Users or any provision therein or assert that they have any authority to provide or promote any products or services on behalf of each other.

**5.3** The Reseller agrees to comply with the Data Protection Act 1998 and all other applicable data protection laws and regulations.

**5.4** It is the responsibility of the Reseller to seek out all necessary licences and registrations required by the relevant and associated authorities and to comply with their codes of practice, terms and conditions and legal requirements within its respective industry, by signing this Agreement, signatories are confirming that they have done so.

## **6. Resellers' Charges**

You must pay for any set-up charges for hosting, internet, telecommunication products and any other services in relation to the services requested and supplied herein and/or are set out in the Resellers own control panel, or in turn serviced to you by e-mail or post. These rates are part of this contract. After any initial payments have been made, thereafter all payments are made strictly by the agreed method, facilitated and made available within your control panel or otherwise set out in an addendum herein, thereafter on a monthly basis unless agreed in writing by a Director of Phoenix to the contrary.

**6.1** At any time during the term of this Agreement, Phoenix may, upon giving the Reseller 14 day's prior notice in writing or by electronic or such expeditious means as Phoenix may from time to time decide, vary its charges.

**6.2** Charges for a service shall accrue from the date above or the date on which the Reseller or the End User commenced use of the service.

**6.3** Interest shall be payable on all overdue invoices from the due date until actual payment (whether before or after judgement) at the rate of 3% above the base rate of HSBC plc from time to time in force notwithstanding termination or suspension of the Agreement or any service for whatever reason.

**6.4** All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by the Reseller at the prevailing rate.

**6.5** Phoenix reserves the right to carry out a credit check prior or after the Reseller's acceptance of this Agreement and request copies of two utility bills from the declared business address. Subsequent to any credit check, Phoenix reserves the right to request a deposit or third party guarantee, to be specified at that time, from the Reseller as a condition of providing or continuing service. Any deposit shall be held by Phoenix for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at Phoenix's sole discretion. Any deposit does not relieve the Reseller of the responsibility for the prompt payment of invoices in accordance with the relevant clauses contained herein.

**6.6** Phoenix reserves the right, if undue excess activity on the Reseller's account is observed, to reduce the payment of invoices to weekly or a security deposit taken to the amount deemed necessary to cover, for a period of no more than six (6) months or less if predetermined by Phoenix in writing.

**6.7** Payment methods available are defined on the Reseller's control panel, website and invoices. Phoenix reserves the right to dictate the method of payment when it deems necessary.

**6.8** If the Reseller pays any charges due to us: (i) by cheque or direct debit and the customer's approved financial institution refuses to make payment; or (ii) in a currency other than pounds sterling, we will charge the customer for any bank charges, approved financial institution fees and/or extra administration costs (which may include third party charges) that we incur as a result.

**6.9** If the Reseller does not meet the due payment by the due date, Phoenix reserves the right to: (i) suspend or terminate the Reseller's access to the services relevant control panel; and/or (ii) charge the Reseller interest on the overdue amount(s) at the rate of 3% per annum above Barclays Bank plc base rate. Interest is calculated and accrues daily; and/or (iii) charge an administration fee to cover late payment costs.

**6.10** If the Reseller disputes any invoice, the Reseller must notify us in writing of the dispute and provide us with sufficient detail to investigate the matter and determine whether the Reseller's dispute is genuine and reasonable, prior to the due date for the invoice. If we determine (at our sole discretion): (a) that the Reseller's dispute is not genuine or reasonable, the Reseller must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 6.9 above; or (b) that the Reseller's dispute is genuine and reasonable, the Reseller must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Phoenix the amount due, the Reseller must pay all sums owed to us within 7 calendar days of resolution of the dispute, Phoenix reserves the right to charge interest in accordance with clause 6.9 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the

dispute any amount overpaid by the Reseller. Each party will be responsible for their own costs.

## **7. Trade Marks:**

Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in or to the Reseller Site or to any proprietary information contained on the Reseller site if the Reseller Site is designed or provided by Phoenix. Phoenix shall retain all rights, title and interest (including copyright and other proprietary and intellectual property rights) in the Reseller Site, including all legally protected elements and derivative works thereto. To the extent that ownership of such property does not automatically vest in Phoenix by virtue of this Agreement or otherwise, you hereby agree to assign to Phoenix all rights, title and interest in and to such property for the duration of this Agreement. Notwithstanding the foregoing, you shall continue to own all rights, title and interest in and to any trade or service marks or other information provided by you to Phoenix for incorporation into the Reseller Site.

**7.1** Unless otherwise specified, we are the owner or licensee of all intellectual property rights within the Phoenix Website and control panels along with all subsidiaries and associated companies to Phoenix, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**7.2** Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the Sites/panels determined in clause 7.1 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

## **8. Reseller Marketing Materials**

Resellers are not permitted to copy Phoenix marketing materials and must promote our products ethically under their own brand contained and in accordance with clauses 3, unless otherwise stated in an addendum attached hereto.

## **9. Resellers' Representations**

**9.1** You hereby represent and warrant to Phoenix that:-

- (i) If an individual, you are at least 18 years of age
- (ii) You have full power and authority to execute and deliver this Agreement and Addendums and to perform its obligations hereunder
- (iii) This Agreement constitutes your legal, valid and binding obligations; and
- (iv) All information that you have provided, and may from time to time provide, to Phoenix are, unless you deliver written notice to Phoenix to the contrary, shall continue to be true and complete. Any falsifying of information within this Agreement will be your sole responsibility under law.

### **9.2 Resellers' Covenants**

You hereby agree that you or any associated person shall at no time and without the prior express written consent of Phoenix:

- (i) Purport to the public to be associated with British Telecom or any other Telecommunications company or Service Provider related to any services provided by Phoenix in an attempt to gain trust of new customers, whether as an individual or by any member of staff, affiliated or associated with you or your company, when this is not so;
- (ii) Use any trade or service mark of Phoenix other than as contained in the Reseller Site;
- (iii) Interfere (or attempt to interfere) with any relationship between Phoenix and any of their existing customers;
- (iv) Make to any person any representation or warranty regarding Phoenix or any product or service offered by Phoenix (other than as contained in the Reseller Site and or control panel);
- (v) Shall not use, nor allow any other(s) to use, any services: (a) for any improper, immoral or unlawful purpose; (b) to send a communication by whichever means which is, or is intended to be, a hoax call to emergency services, or which is defamatory, offensive, abusive, obscene or menacing; (c) to

violate or infringe any rights of, or to cause unwarranted inconvenience or anxiety to any other person; (d) in such a way that may damage or affect the operation or quality of the Service, the Fixed Line Network or any communications system used to provide the Service.

## **10. Indemnification**

You hereby agree to defend, indemnify and hold Phoenix harmless from and against any suit or proceedings brought against Phoenix that arises from any breach by you or any associated person of your obligations, representations or covenants contained within this Agreement.

## **11. Faults**

Phoenix will make every effort to provide you with the best possible service, we cannot guarantee that the service will never be at fault. Phoenix will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

## **12. Security**

We will issue you with a username and password for accessing Phoenix's Resellers' Control Panel, hereinafter also known and referred to as "control panel" in this Agreement and attached addendums. These are essential for your secure use of the control panel and service, so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username. If we think there is likely to be a breach of security or misuse of the service, we may change your password and then we will notify you that we have done this; and/or suspend username and password access to the control panel interface. If you think that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it is your responsibility to inform us immediately. If any of the information you give to us when you sign up for the Phoenix Reseller partner programme, including any changes to your payment details, you must inform us as soon as possible.

## **13. Authorisation and Authentication**

**13.1** The Company when required will issue a username and password to the Reseller and or End User via e-mail if not already issued for another service. This login information will serve as indication of the Customer and all services attached to and within its control panel to the Company, when accessing the Company's services, either via its website or through its programmatic interfaces. The Company will perform no further authentication of the Reseller's or End Users' identity.

**13.2** The Reseller agrees that all website activities and programmatic actions which can be traced to its username and password are deemed as having been performed by the Reseller itself and are legally binding on it.

**13.3** The Reseller is responsible for careful use and storage of the usernames and passwords issued by Phoenix and must comply with the Data Protection Act 1998 (C29) at all times. The Reseller acknowledges that Phoenix recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Reseller agrees to immediately notify Phoenix in order to suspend the Reseller's account and/or to take other appropriate measures with the End User's account if required. The Company shall not be held liable for losses or any consequences arising out of such misuse.

## **14. Operational Contingencies**

Phoenix may need to temporarily suspend a service for operational reasons (e.g. for repairs, planned maintenance or upgrades). Phoenix will give you as much notice as deemed possible but is not obligated to do so. Phoenix will make every attempt to restore the service as soon as possible after any suspension. Phoenix reserves the right to alter code or access numbers or technical specification associated with the service deemed necessary for operational reasons. The technical specification will only be charged where this will not materially affect the performance of the service.

## **15. Code of Practice**

Phoenix will do its utmost to support and assist the Reseller and/or signatory of said Agreement, in every way possible to the best of our

endeavours, to continue with our redevelopment program and to conform to our Code of Practice found on our website (<http://www.phoenixssiltd.co.uk>).

## **16. Limitation of Liability**

Under no circumstances shall Phoenix be liable for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Phoenix is advised of the possibility of such damages.

## **17. Independent Contractors**

The Reseller, Phoenix and their respective employees, agents and associated persons are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party unless pre determined within clause 5 and/or attached addendums.

## **18. No Assignments**

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests or obligations hereunder without the written consent of Phoenix.

## **19. Confidentiality**

**19.1** "Confidential Information" means non-public commercial information that either party discloses or has disclosed, to the other which is designated as being confidential or proprietary or which is of a nature of presented under circumstances that would cause one to reasonably conclude it should be treated as confidential other than exceptions contained in clause 26.

**19.2** "Confidential Information" includes, without limitation, technical information relating to either party's inventions, products and services, intellectual property, research, testing results, released or unreleased products or services, marketing or

promotional material of any products or service, contracts, purchase plans, pricing plans, trade supplier details and other commercial contracts, product and service sourcing details, business plans, policies and practices and any similar information.

**19.3** “Confidential Materials” means all tangible materials containing Confidential Information including, without limitation, written or printed documents and computer storage media, whether machine or user readable. Each party expressly acknowledges that the Confidential Information of the other party consists of trade secrets and proprietary information which has significant commercial value and affords the opportunity for significant commercial income, which would be lost if such information were to be disclosed to unauthorised parties. Accordingly, both parties agree not to disclose any Confidential Information of the other party to any unauthorised third party, including all associated persons, except to the extent necessary to carry out the purposes of this Agreement, and provided that all such recipients are obligated by a written agreement of confidentiality the same as that described herein.

**19.4** Each party will take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the other party, to prevent any unauthorised disclosure, copying or use of the Confidential Information by such third parties. Each party may also disclose Confidential Information to the extent required by judicial or governmental order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public, provided that the party making the disclosure gives the other party reasonable notice prior to such disclosure and, in the case of a judicial or governmental order, complies with any applicable protective order or equivalent.

**19.5** Each party will promptly return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials at the other party’s request. Each party acknowledges that monetary damages may not be a sufficient remedy for the unauthorised disclosure of the Confidential Information of the other party, and should such disclosure occur the other party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **20. Addendums**

Any addendums attached to this Agreement in relation to updates, amendments and/or extra services provided by Phoenix are part of and obligated by the terms within this Agreement.

## **21. Third Party Rights**

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## **22. Terms and Conditions**

This Agreement is in conjunction with the Terms and Conditions available on the Phoenix website respective to the services provided and it is the responsibility of the Reseller to read and accept the conditions described therein, by signing this Agreement the signatories are confirming so.

## **23. Governing Law**

This Agreement shall be governed by and construed under the laws of England and Wales only.

## **24. Notices**

Any notice to be served by Phoenix on the Reseller shall be deemed to have been duly served if sent by e-mail or first class post to the Reseller at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 24 hours after sending. Any notice to be served on Phoenix should be served by sending the said notice by first class post to the Company's registered address. Any notice served shall only be deemed served once the Reseller has received an acknowledgement from Phoenix of receipt. Proof of acknowledgment of receipt of such notice by Phoenix will only be

deemed valid if produced in writing.

## **25. Enforceability**

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

## **26. Force Majeure**

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God, war, insurrection or civil disorder, failure or shortage of power supplies, national or local emergency, acts or omissions of government, industrial disputes of any kind, the acts or omissions of other companies.

## **27. Termination**

Either the Reseller or Phoenix may terminate this Agreement at any time, by giving 28 days' notice thereof (via electronic mail or other means) to the other party. Upon termination of this Agreement, the provisions of Sections 8 through 16 shall survive such termination, and:

**27.1** Without prejudice to any other rights Phoenix may terminate the Agreement immediately and/or suspend all or part of the services until further notice, if the Partner misrepresents the products or, at their sole discretion damages Phoenix's reputation or relationship with existing or potential future customers, or brings the company name into disrepute.

**27.2** Without prejudice to any other rights the Reseller may terminate the Agreement by giving the aforementioned notice period if Phoenix are unable to supply the services associated with this Agreement and its addendums and promoted through the Phoenix website. Any refunds offered are only in relation to the

control panel monthly subscription.

**27.3** Without prejudice to any other rights Phoenix may terminate the Agreement immediately after non payment of invoices and/or no communication after a period of 28 days. Phoenix reserves the right to block access to the Reseller's panel and take control of said panel, to then notify all the Reseller's customers of the situation. Phoenix will then take responsibility of said customers in assisting them in their requirements. Phoenix will not take responsibility of any billing issues they may have with the Reseller. The Reseller will be liable for all invoices incurred up to the termination/migration of customers and the agreed date of termination of this Agreement.

**27.4** Phoenix becomes aware that the Reseller or Customer(s)/End User(s) is using or is likely to use the service in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose Phoenix to unacceptable risks legally or otherwise.

**27.5** Any termination shall not relieve the Reseller of its obligation to pay any charges and/or third party services supplied by Phoenix at the request of the Reseller and incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the termination or expiration of this Agreement shall survive such termination or expiration. For the avoidance of doubt, termination of a service does not affect the provision of any other service provided pursuant to the Agreement.

**27.6** Either party may terminate immediately if the other party breaches the confidentiality obligations under Clause 19 unless otherwise determined within Clause 26. Upon termination, the Partner will:

- (i) return all Confidential Information to Phoenix if requested;
- (ii) immediately discontinue any previously authorised marketing;
- (iii) cease all conduct which might cause anyone to believe that the Partner is still a Partner or is otherwise connected with Phoenix, and the provision of Phoenix services.

## **28. Termination Procedure**

Upon both parties agreeing and confirming the date of termination of this Agreement, it is the responsibility of the Reseller to inform all his or her clients of the termination of their company services and the account hand over to Phoenix , by recorded letter and electronic mail, copying said letter and electronic mail to Phoenix for each of the Reseller's clients. In the same instance, a letter or electronic mail confirming the communiqués have been sent to all clients and the permission is granted for Phoenix to communicate directly with the clients thereafter. It is the responsibility of the Reseller to make clear to each client of the full migration of their respective accounts to Phoenix, to include billing after said termination date.

**28.1** From agreed date of termination, Phoenix agrees to take over clients/customers of the Reseller and no more charges will be levied after said date. Without prejudice to any other rights, Phoenix reserves the right to migrate the aforementioned clients to another provider if it sees fit.

## **29. Dispute Resolution**

Phoenix will make every effort to resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Reseller, the Reseller has the right to seek arbitration for the dispute to be resolved with the Ombudsmen Otelo (<http://www.otelo.org.uk>). Details of our complaint and resolution procedures are set out in our **Code of Practice**.

## **30. Entire Agreement**

This Agreement together with its Schedule and attached addendums constitutes the entire Agreement between the parties on the subject matter hereof and shall supersede all prior written or verbal agreements and understandings between the parties. In the case of all services offered as in Hosting, Internet, Dedicated Servers, Domain Registration, ADSL, SDSL, Carrier Pre Select, Direct Interconnect, Geographical Numbers, Least Cost Routing, Non-Geographical Numbers, Premium Rate Numbers, Text Messaging, Voice Over IP arrangements, Broadband Phone Service arrangements and SMS/MMS arrangements, where the additional terms are required in this Agreement "Additional and replacement Clauses for Carrier Pre Select" or "Additional and replacement Clauses for Direct Interconnect" or "Additional and

replacement Clauses Geographical Numbers” or “Additional and replacement Clauses for Least Cost Routing” or “Additional or replacement Clauses for Non-Geographical Numbers” or “Additional and replacement Clauses for Premium Rate Numbers” or “Additional and replacement Clauses for Text Messaging” or “Additional and replacement Clauses for Voice Over IP” or “Additional and replacement Clauses for Broadband Phone Service” or “Additional and replacement Clauses for SMS/MMS” and any other services provided by Phoenix shall also be regarded as part of our Agreement and where applicable to individual services refer to the attached addendum hereto.

### **Agreement to our Terms and Conditions**

By signing this Contract and intending to be legally bound, you agree to the Terms and Conditions within this Agreement and you the undersigned have executed this Agreement effective as of the date of said Agreement, the undersigned is acceptance thereof.

First Name: \* \_\_\_\_\_

Last Name: \* \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \* \_\_\_\_\_

Post Code: \* \_\_\_\_\_

Telephone: \* \_\_\_\_\_

Mobile: \* \_\_\_\_\_

E-mail: \* \_\_\_\_\_

Position: \* \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

Address: \* \_\_\_\_\_

\_\_\_\_\_

Post Code: \* \_\_\_\_\_

Occupation: \* \_\_\_\_\_

\* If there are any problems in complying with filling out the following information, then please contact the Help Desk on 0845 77 99 776