

Terms and Conditions

1. Definitions

In these terms and conditions, unless the context requires otherwise, the following expressions have the following meanings:

Access Details	the single user name and password which Red Sky Telecom shall provide to the Customer to enable the Customer to access the UBOSS System;
Acceptable Use Policies	means the policies set out by the company relating to the use of services, as modified or amended from time to time;
Account	means the customer's account with the company for provision of services;
Act of God	means an act outside of the reasonable control of the Parties to include but not limited to fire, flood, earthquake, wind storm or other natural disaster, civil war, rebellion, military or civil unrest which renders performance of the agreement impossible;
Agreement	the binding commitments between the parties consisting of Red Sky Telecom quotation as defined in the Sales Order and the Customer's acceptance thereof as evidenced by its authorized representative's signature on the Sales Order and these Terms and Conditions for the provision of Services;
Authorized Users	employees and/or independent contractors of the Customer who are required to access the UBOSS System.
British Telecom	means British Telecommunications plc and any of its subsidiaries, agents or associates;
Broadband	means the broadband service as described by company's sales literature;
Business Day	any day which is not a Saturday, a Sunday or a bank or public holiday in England;
Confidential Information	information of either party that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information;
Company	means Red Sky Telecom Ltd;
Customer	The legal entity, shown on the sales order, who requests the services;
Equipment	the various items of equipment available from Red Sky Telecom, which may be supplied by Red Sky Telecom to the Customer pursuant to the Agreement, as described in and subject to the additional terms and conditions in Schedule 1.
Hosted Services	the various application and connectivity services available from Red Sky Telecom, which may be provided by Red Sky Telecom to the Customer pursuant to the Agreement, as described in and subject to the additional terms and conditions as detailed in Schedule 1. Hosted Services consist of services provided by Red Sky Telecom and services provided by third parties.
Intellectual Property Rights	all patents, copyrights, design rights, trademarks, service marks, trade secrets, trade names, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same.
Insolvency	means in relation to the Customer any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time), or the entry into any compromise or arrangement with its creditors or if it commits any act of bankruptcy, or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company), or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and "Insolvent" shall be construed accordingly;
Law	means the law of England and Wales, in force from time to time, and shall include (without prejudice to generality of the foregoing) all criminal law, laws relating to intellectual property and all laws, rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to "Law" shall be construed accordingly;
LLU	means Local Loop Unbundling, the process of opening up a telephone exchange so it back be used by different broadband suppliers (e.g. Talk Talk);
Line Fault	means faults which are remediable by British Telecom;
Network Connection	means an Internet access service for use by multiple machines;
Professional Services	the installation, training and other professional services available from Red Sky Telecom, which may be provided by Red Sky Telecom to the Customer pursuant to the Agreement, as described in and subject to the additional terms and conditions as detailed in Schedule 1;
Password	means a password issued to the customer for the customer's access to the services;
Red Sky	means Red Sky Telecom Ltd;
Red Sky Telecom	Red Sky Telecom Ltd, whose registered office is Building 7, Queenspark, Queensway North, Gateshead, NE11 0DQ. Company registered in England and Wales, company registration number 06735478;
"Renewal Period"	the period described in clause 6
Sales Order	Red Sky Telecom formal offer to provide specific Services and which forms part of the Agreement;
Services	Hosted services and professional services;
Service Credits	the service credits described in Schedule 2;
Service Labels	the performance levels applicable to the hosted services as set out in Schedule 2;
Talk Talk	means Talk Talk Telecom Group plc; also referred to as Talk Talk Business or TTB;

2. Interpretation

- Headings are for convenience only and shall be ignored in interpreting this Agreement.
- References to the singular include the plural and vice versa and references to any gender shall include references to all other genders.
- The words "include" and "including" shall be interpreted as meaning "including without limitation".
- A party's obligation not to do something includes an obligation not to permit or authorise it.
- Unless otherwise stated, references to any legislation mean that legislation as modified, consolidated or re-enacted from time to time together with any orders or regulations made from time to time under or pursuant to it.

3. Order Process and Authorised Users

- The Customer may order Services and Equipment via any of the ordering methods detailed in clause 3.2 below.
- Red Sky shall contact the Customer and provide Access Details to the Customer via a web portal, to the UBOSS System. The Customer shall order Services and Equipment it requires to receive, via the UBOSS System, or, by issuing an email request to support@redskysteletelcom.com or by signing the Sales Order. Where the Customer uses the UBOSS System, the Customer shall ensure that its use of the UBOSS System is strictly in accordance with the provisions of clause 3.4 below.
- Red Sky may issue an order acceptance to indicate their acceptance of an order. In the absence of issuing an order acceptance, Red Sky provisioning of the Services and Equipment will constitute their acceptance and the terms and conditions set out in this Agreement together with the Description shall apply to the provision of the Services and Equipment.
- In respect of the Access Details the Customer shall ensure that:
 - it discloses Access Details only to Authorised Users and that that it maintains an up to date written list of such Authorised Users, which shall be available to Red Sky following Red Sky reasonable request from time to time;
 - each Authorised User keeps the Access Details confidential;
 - it promptly notifies Red Sky the event of any unauthorised use of the Access Details such that Red Sky can disable the Access Details and issue the Customer with new access details;
- Red Sky reserves the right to defer the date of delivery or performance or to cancel the Agreement without liability to the Customer in the event of an Act of God. In such circumstances, the Customer may also give written notice to cancel the Contract if the cause in question continues for a continuous period in excess of 180 days but in any event shall remain liable to pay for Services delivered or supplied prior to such cancellation by Red Sky or the Customer.

4. Charges and Payment

- Red Sky shall pay Red Sky the fees and charges as set out in, and in accordance with, the details on the UBOSS System in respect of each item of Service and Equipment, or as otherwise detailed in clause 5.1 below.
- The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- All payments shall be via Direct Debit except where agreed otherwise in writing between the parties. If a Direct Debit is not in place, Red Sky will levy an additional monthly charge of 3% of the total invoice value or £10.00, whichever is greater.
- Invoices for all Services (including call charges) and Equipment including set up and recurring charges will be issued by Red Sky on the 1st of each month and payment shall be taken on or after the 15th day following the date of issue of the invoice. Each monthly invoice shall include:
 - Set up charges for Hosted Services and set up charges for any Equipment supplied on a rental basis;
 - recurring charges for Hosted Services on a monthly in advance basis;
 - call charges for Hosted Services on a monthly in arrears basis;
 - charges for Professional Services on a monthly in arrears basis for Professional Services delivered during the previous month;
 - Charges for Equipment purchased during the previous month. Charges for Equipment are due on the basis of 50% on order and 50% within 7 days of installation;
 - Recurring charges for Equipment covered by rental arrangement on a monthly in advance basis;
- It is the customer's responsibility to check the monthly invoice for accuracy and notify Red Sky promptly of any errors. Any claims for a credit or refund will be limited to a maximum of six months from the date that the claim is first received by Red Sky.
- If any sum payable is not paid by the end of the calendar month in which the invoice is due then without prejudice to Red Sky other rights and remedies, Red Sky reserves the right to charge the Customer interest on such unpaid sum on a monthly basis at a rate of 5% of the sum due or £10, whichever is the greater, from the date the unpaid sum became due for payment until the date it is paid in full.
- The Customer shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against Red Sky to justify withholding any payment of any such amount in whole or in part.
- You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.
- Red Sky reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002

5. Prices and Price Reviews

- Red Sky shall provide Services and Equipment to the Customer at the prices detailed on the UBOSS System, or as otherwise notified by Red Sky to the Customer according to Red Sky standard price list in force from time to time.
- Except as detailed in clause 5.3 below in respect of prices reviews for Services (including call charges) and Equipment provided by third party suppliers to Red Sky, Red Sky may conduct a fee review in respect of Services and Equipment, every 12 months. Red Sky shall be entitled to increase the fees every 12 months by a maximum of 3% above the Retail Prices Index without the Customer's prior written consent and the Customer agrees to pay such increased fees. If Red Sky wishes to increase the fees by more than 3% above the Retail Prices Index, it shall agree such fee increase in advance in writing with the Customer.
- Red Sky may vary the prices and charges in respect of Services (including call charges) and Equipment provided by third party suppliers to Red Sky at any time by providing the Customer with 30 days prior written notice.
- All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.
- The Customer acknowledges that a setup fee of £15.00 will apply to all Hosted Services unless otherwise stated on the order form. Likewise, a termination fee of £15.00 will apply to all Hosted Services.

6. Duration and Termination

- This agreement shall, unless otherwise terminated as provided in this clause 6, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of [12 months] (each a "Renewal Period"), unless:
 - either party notifies the other party of termination, in writing, at least [60 days] before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - the Agreement is terminated in accordance with clause Schedule 1, section 2.9 or clause 17.3
- The Customer cancels all of the Services in accordance with the rights of cancellation which apply to the individual Services as detailed in the "Sales Order".
- Either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:
 - the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within 30 Business Days of notice being given by the other party requiring it to be remedied; or
 - the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or is declared bankrupt.
- Upon termination or expiration of the Agreement for any reason, all fees and charges and other sums payable under or in connection with the Agreement and any Services provided thereunder, whether invoiced or not, shall become due and payable immediately upon termination.
- Upon termination or expiration any agreed rebates or credits paid in regard to inbound Calls or recurring services credits will be cancelled.

- 6.5. The contract shall continue in force for the term set out on your order form and thereafter will continue unless terminated by the customer giving Red Sky not less than 90 days written notice;
7. **Broadband**
- 7.1. We will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network.
- 7.2. We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time:
- 7.2.1. Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and you will be responsible for carrying out such works during the relevant scheduled maintenance periods as published by us); and/or
- 7.2.2. Give you instructions on how to use the Services.
- 7.2.3. You agree to comply with any instructions we may give you in accordance with this Clause.
- 7.3. We will notify you as soon as possible if either we or our agents, employees, representatives or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to give us and/or such persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.
- 7.4. We may make software available to you that enables you to use the Services. This software must not be copied or modified by you or anyone else unless allowed by Law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by us, and you will not attempt to circumvent any security measures inherent in the Services. Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive license to use it for the duration of the Agreement (or, if shorter the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence you agree to do so.
- 7.5. You agree that you will promptly provide us with all information that we may reasonably require in order to provide the Services and perform all of our other obligations under this Agreement.
- 7.6. You agree that you will be responsible for all use of the Services and (unless, we have agreed to supply it as part of the Equipment) for providing a computer, modem, and all additional equipment and/or services (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services.
- 7.7. You are responsible for ensuring that the Services and/or Equipment are used in accordance with the Agreement. If you breach the Agreement we may, in our sole discretion, either:
- 7.7.1. suspend or terminate this Agreement and/or any of the Services without notice or refund;
- 7.7.2. make an additional charge or;
- 7.7.3. block access to any part of the Services.
- 7.8. If, while using the Services, you discover that another person is using the Services, and failing to do so in accordance with the Agreement, you must inform us immediately.
- 7.9. You agree that you will, at all times and for whatever purpose, use the Services and/or the Equipment in compliance with all Laws.
- 7.10. In addition to Clause 7.9, you agree that you will not use, that you will take all necessary precautions to ensure that nobody else uses, the Services and/or the Equipment:
- 7.10.1. fraudulently or in connection with any criminal offence;
- 7.10.2. to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- 7.10.3. to cause annoyance, inconvenience or anxiety;
- 7.10.4. to "spam" or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- 7.10.5. in any way which, in our opinion, is or is likely to be detrimental to the provision of services to you or any of our customers, or to our business and/or reputation;
- 7.10.6. in contravention of any licences or third party rights, or in contravention of our Acceptable Use Policies; or
- 7.10.7. in a way that does not comply with any instructions provided to you.
- 7.11. You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.
- 7.12. You agree that you will not perform or allow anyone else to perform any unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.
- 7.13. You agree to:
- 7.13.1. keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security;
- 7.13.2. keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.
- 7.14. You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name(s) and/or Password(s) have become known to anyone else.
- 7.15. You agree that we may, from time to time, and, where possible, on giving you reasonable notice, suspend and/or change your User Name(s) and/or Password(s). You also agree that you will not change or attempt to change your User Name at any time.
- 7.16. You agree that we may, at any time, scan any IP addresses allocated to you for anything which may affect the security of the Services (including open relays and/or open proxies or equivalent).
- 7.17. You agree that all static IP addresses are allocated to you on a rental only basis and will remain our property at all times.
8. **Managed Equipment**
- 8.1. Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. We cannot support any alterations to the configuration of such Equipment and any such alterations will invalidate our support obligation (if any) relating to such Equipment.
- 8.2. Title to any Equipment, which we have agreed to sell to you will remain with us unless and until you have paid all sums due to us in respect of such Equipment.
- 8.3. Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:
- 8.3.1. by telephone on 0330 333 9293;
- 8.3.2. by email at support@redskytelecom.com;
- 8.3.3. online at www.redskytelecom.com
- 8.3.4. to such other telephone number or email address as we may notify you from time to time for this purpose
9. **Web Hosting and Domains**
- 9.1. If, as part of the Services, you are provided with Web space to enable you to upload your own Web site:
- 9.1.1. You are responsible for (and will hold us harmless against) any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities (howsoever arising) in connection with any material that either you or anyone else puts on your Web site(s); and
- 9.1.2. Your contact details must be clearly visible on your Web site(s) and updated as soon as possible after any change.
- 9.2. In the event that you provide your own domain name services, the following provisions will apply:
- 9.2.1. You confirm that you are the owner of, and/or that you have full rights to use, any trade (or other) name or mark, or any Domain, requested by or allocated to you.
- 9.2.2. We cannot guarantee that any Domain requested by you will be available or approved for use.
- 9.2.3. If we have reasonable grounds to believe that the use by you of any Domain is or would be in breach of Clause 9.2 above, we may refuse to allocate or cease to provide you with the Domain, and ask you to choose a replacement.
- 9.2.4. Internet domain names are registered and/or provided to you in accordance with all terms and conditions issued by the regulatory body responsible for the maintenance of such domain names including, but not limited to, Nominet, Network Solutions, EuiD and Melbourne IT, copies of whose terms and conditions are available at:
- 9.2.4.1. <http://www.nominet.org.uk>
- 9.2.4.2. http://www.networksolutions.com/en_US/legal/static-service-agreement.html
- 9.2.4.3. <http://www.euid.com/general.html>
- 9.2.4.4. <http://www.melbourneit.com.au/policies/gld/termcond.php3>
10. **Access to Premises**
- 10.1. The Customer shall, on prior agreement with Red Sky, grant Red Sky, its agents, sub-contractors and employees, access to the Customer's premises and equipment, where Red Sky requires, to fulfil Red Sky obligations under the Agreement.
- 10.2. Red Sky shall take reasonable steps to procure that its employees, agents and sub-contractors follow the Customer's reasonable instructions in respect of health and safety concerns while on the Customer's premises.
- 10.3. The Customer shall provide a safe and suitable working environment for Red Sky employees, agents and sub-contractors at the Customer's premises.
11. **Warranties**
- 11.1. Red Sky warrants that:
- 11.1.1. It shall provide the Services with reasonable skill and care;
- 11.1.2. The Equipment shall conform in all material respects to its Description. If any item of Equipment is found to be defective within 12 months of delivery (or such lesser period as may be shown in respect of an item of Equipment on the UBOS System), owing to faulty design, materials or workmanship, Red Sky shall (at its sole discretion) either repair or replace it free of charge, or refund the price paid for it, provided it has not been modified or repaired and has been operated, stored and maintained in accordance with any recommendations for its use as detailed in the Description or accompanying user or operating documentation and that it is returned to Red Sky in accordance with Red Sky warranty return procedure as notified by Red Sky from time to time.
- 11.1.3. It has the necessary consents and licences to provide the Hosted Services in accordance with the Agreement.
- 11.2. The warranties detailed in Clause 11.1 above, are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 11.3. International Direct Dial Numbers – Red Sky cannot guarantee to supply a pre-allocated international phone on an ongoing basis due to changes in circumstance that may mean these numbers are no longer available. In this event Red Sky has no liability for any costs.
- 11.4. You agree that you are entirely responsible for any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use).
- 11.5. You agree that the configuration of your internal network remains your responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.
- 11.6. You agree that we shall not be responsible for any losses, expenses and/or information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the use of the Services and/or the Equipment, by you or under your Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which we face as a result of criminal prosecution.
- 11.7. You agree to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to in Clause 11.6 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.
12. **Liability**
- 12.1. Subject to clause 12.2, 12.3 and 12.4, Red Sky total aggregate liability for the Services and Equipment provided pursuant to the Agreement, shall not exceed an amount equal to the total fees and charges received by Red Sky under the Agreement, in the 12 (twelve) month period preceding the claim.
- 12.2. Red Sky does not exclude or limit its liability in any way for death or personal injury caused by negligence, or for fraud.
- 12.3. Red Sky shall be liable for:
- 12.3.1. any loss of revenue, profit, anticipated savings, goodwill or reputation (whether direct or indirect);
- 12.3.2. any indirect or consequential loss;
- 12.3.3. in respect of the Hosted Services:
- 12.3.3.1. any loss or corruption of data or loss or suspension of the operation of any data networks, (whether indirect or direct);
- 12.3.3.2. any loss or corruption of data or loss or suspension of the operation of any data networks, (whether indirect or direct);
- 12.3.3.3. the transmission or receipt of infringing information of whatever nature transmitted via the Hosted Services, or
- 12.3.3.4. loss, destruction or damage to data stored, transmitted or used through the Hosted Services or on the network through which the Hosted Services are made available to the Customer, or
- 12.3.3.5. loss or damage suffered by the Customer (whether direct or indirect) where the loss has been suffered as a result of any virus or other hostile computer program being introduced through the use of the Hosted Services
- 12.4. The Customer acknowledges that Red Sky is unable to exclude its liabilities, employees and information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which the Customer shall incur in relation to the transmission or reception of infringing information of whatever nature.
- 12.5. The Customer shall indemnify Red Sky in full against any liabilities incurred by Red Sky as a result of the Customer breaching the Agreement or any law from time to time in force.
- 12.6. You also acknowledge that we may exercise editorial control over the content of our servers, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or reception of any defamatory material or information which is inserted by us. You specifically acknowledge that we shall not be responsible for any losses, expenses and/or information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the use of the Services and/or the Equipment, by you or under your Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which we face as a result of criminal prosecution.
- 12.7. You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet.
- 12.8. You agree and acknowledge
- 12.8.1. that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;
- 12.8.2. that we cannot adequately insure our potential liability to you;
- 12.8.3. that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.
- 12.9. In no circumstances whatsoever will we be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.
13. Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence.
14. **Confidentiality**
- 14.1. Each party may have access to Confidential Information of the other party under the Agreement. A party's Confidential Information shall not include information that:
- 14.1.1. is or becomes publicly known through no act or omission of the receiving party; or
- 14.1.2. was in the other party's lawful possession prior to the disclosure; or
- 14.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 14.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 14.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body;
- 14.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as required by either party to fulfil its obligations under the Agreement. To the extent necessary (but not further or otherwise), Red Sky may disclose Confidential Information to any of its employees provided that before any such disclosure Red Sky shall make those persons aware of its obligations of confidentiality under the Agreement and shall obtain a binding undertaking as to confidentiality from all such persons.
- 14.3. The Customer shall return all documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Customer from Red Sky to Red Sky on termination of the Agreement, and the Customer shall keep no copies of the Confidential Information.
- 14.4. Red Sky shall maintain the confidentiality of the Customer's recorded conversations and protect recordings of the data, any recording files or any such information created by the Customer in using the Hosted Services ("the Data"). Red Sky undertakes that the Data created in using the Hosted Services under the Agreement shall be kept confidential and Red Sky shall not be permitted to make any use of the Data or process such Data or information for any purpose except to serve the requirements of the Customer to have back up storage of the Data. Any copies or backups of the Data will only be made for the Customer's use, and Red Sky agrees not to make use in any manner or form of the Data recordings without the written approval of the Customer.
- 14.5. Red Sky shall protect the Data of the Customer against unauthorised disclosure by maintaining adequate security measures to ensure that no third party can access the Data by gaining physical access to any server or data storage or by any remote means by way of virus, Trojan horse or any other malicious software.
- 14.6. This clause 10 shall survive the termination of the Agreement for any reason.
15. **Compliance with Laws**
- 15.1. Both parties agree to comply with their mutual obligations owed to third parties by virtue of the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any such statutory requirements that may be in force from time to time.
- 15.2. Red Sky shall obtain all necessary consents, licences, approvals and permits required by any applicable governmental or regulatory body for Red Sky to provide the Services and/or Equipment to the Customer. Red Sky is regulated by the Office of Communications (Ofcom), the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communications services or their replacement from time to time.
- 15.3. The Customer shall obtain all necessary consents, licences, approvals and permits required by any applicable governmental or regulatory body for the Customer to use the Services and Equipment and ensure that the use of the Services and Equipment by the Customer shall not lead to any breach of any telecommunications licence held by Red Sky or its third party suppliers.
- 15.4. The Customer must not use the Services or Equipment for any improper or unlawful purposes, nor allow a third party to do so.
16. **Data Protection**
- 16.1. The Customer and Red Sky acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the data controller and Red Sky is the data processor in respect of any personal data.
- 16.2. Red Sky shall process the personal data only in accordance with the Customer's instructions from time to time and shall not process the personal data for any purpose other than those expressly authorised by the Customer.
- 16.3. Red Sky shall take reasonable steps to ensure the reliability of all its employees who have access to the personal data.
- 16.4. Each party warrants to the other that it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 16.5. Red Sky warrants, that, having regard to the state of technological development and the cost of implementing any measures, it will:
- 16.5.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the data to be protected;
- 16.5.2. take reasonable steps to ensure compliance with those measures;
- 16.6. Red Sky may authorise a third party (sub-contractor) to process the personal data provided that the sub-contractor's contract:
- 16.6.1. is on terms which are substantially the same as those set out in the Agreement; and
- 16.6.2. Terminates automatically on termination of the Agreement for any reason.
17. **Publicity**
- 17.1. The Customer agrees that Red Sky may:
- 17.1.1. disclose to third parties that Red Sky is providing Services and Equipment to the Customer; and
- 17.1.2. use the Customer's name, trademarks, logo and testimonial (if a testimonial is provided) in promotional material and communications including, but not limited to, proposals, press releases, trade magazines, presentations, website and corporate brochure, provided that Red Sky obtains the Customer's prior written approval, such approval not to be unreasonably withheld or delayed.
- 17.2. **Force Majeure**

- 17.1. Except in respect of the Customer's obligation to make payments properly due, neither party shall be in breach of the Agreement, or liable to the other in any way whatsoever, for any failure to perform, or delay in performing, its obligations under the Agreement, to the extent that such failure or delay is the result of a cause beyond that party's reasonable control.
- 17.2. Clause 14.1 shall not apply in respect of any failure or delay unless the party affected by such a cause gives notice to the other of that failure or delay and the cause within ten Business Days of becoming aware of the cause and its impact on that party.
- 17.3. If a party is prevented from performing any obligations it has under the Agreement for more than eight weeks, the other party is entitled to terminate the Agreement by giving written notice to the other party, such notice to have immediate effect.
18. **Notices**
- 18.1. Any notice required to be given pursuant to the Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to, the address of the relevant party set out in the Agreement, or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery if delivered by hand or if sent by post, two clear Business Days after the notice is posted.
19. **Assignment**
- 19.1. The Customer shall not without the prior written consent of Red Sky assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it, or purport to do any of the same.
- 19.2. Red Sky may assign, transfer, charge or deal in any other manner with the Agreement or its rights under it or part of it provided that no such assignment, transfer or charge shall relieve Red Sky of its obligations under the Agreement.
20. **Amendments**
- 20.1. Save as expressly provided in the Agreement, no amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
21. **Waiver**
- 21.1. The failure or delay of a party to exercise or enforce any right under the Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
22. **Severability**
- 22.1. Notwithstanding that this whole, or any part of provision of this, Agreement may prove to be illegal or unenforceable the other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.
23. **Legal Construction of the Agreement**
- 23.1. Notwithstanding the Contract (Rights of Third Parties) Act 1999, the Agreement does not confer on any third party any right to enforce any term of the Agreement and the parties are entitled to exercise their rights (if any) to rescind, terminate or vary the Agreement without the consent of any third party and without informing any third party.
- 23.2. The Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts, provided always that Red Sky shall be entitled to take action in any other jurisdiction to protect its Intellectual Property Rights, or those of its third party suppliers, or its Confidential Information.
- 23.3. The Agreement constitutes the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, negotiations, representations and discussions between the parties relating to it. Each party acknowledges and agrees that in entering into the Agreement it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) other than those expressly set out in the Agreement. This does not affect either party's liabilities or remedies for fraud.

Schedule 1

1. **Description of Services and Equipment**
- 1.1. Details of the individual Services and Equipment, together with their description, pricing, minimum term and other terms and conditions applicable, can be found on the UBOSS System and/or by accessing the website at www.redskytelecom.com.
2. **Provision of Hosted Services**
- 2.1. The following terms and conditions as detailed in this schedule 1, section 2 apply specifically to the supply of hosted services.
- 2.2. The Customer may order Hosted Services as may be available and detailed on the UBOSS System.
- 2.3. Red Sky shall provide the Customer with the Hosted Services from the commencement date as notified to the Customer via the UBOSS System. Where Service Levels apply, Red Sky shall use reasonable endeavours to the Hosted Services in accordance with the Service Levels.
- 2.4. If the Hosted Services fail to meet the Service Levels, Red Sky shall pay the Customer the Service Credits as detailed in the provisions of this Schedule 1, Section 2.3 and Schedule 2, provided that the Customer makes its claim in writing to Red Sky for the Service Credits within 30 days of first date on which the Hosted Service failed the Service Levels. The parties agree that the provision of Service Credits shall be the Customer's only remedy for Red Sky's failure to meet the Service Levels.
- 2.5. The customer must:
- 2.5.1. comply with any reasonable instructions issued by Red Sky which concern the use of the Hosted Services;
- 2.5.2. comply promptly with any reasonable request issued by Red Sky if the Customer's assistance is required to enable Red Sky to comply with its obligations under this Agreement;
- 2.5.3. not use the Hosted Services to transmit any material which is defamatory, offensive or of an abusive or obscene or menacing nature or which is otherwise unlawful;
- 2.5.4. not cause annoyance, inconvenience or needless anxiety or make any improper use of the Hosted Services; or
- 2.5.5. not use the Hosted Services in a way that constitutes a violation or infringement of the rights of any person or which is unlawful.
- 2.6. The Customer may lease or purchase the equipment to support the Hosted Services from any source as long as the equipment is on Red Sky third party suppliers' approved list of equipment items.
- 2.7. Red Sky shall use reasonable endeavours to provide the Fault Reporting and Support Services to the Customer as detailed in and according to provisions of Schedule 2.
- 2.8. If any maintenance work has to be carried out which may affect the Hosted Services, Red Sky shall use reasonable endeavours to give the Customer at least two days' prior written notice. In the event of an emergency or a fault affecting the Hosted Services, Red Sky reserves the right to give less than 24 hours' notice, and the Customer shall if required provide Red Sky with such access to the Customer's premises or equipment as Red Sky requires.
- 2.9. Certain Hosted Services as detailed on the UBOSS System, require the purchase of user licences on the basis of a rental or pre purchase scheme throughout the period of the provision of the Hosted Services to support the required Hosted Services. Where user licences are purchased on a pre-purchase scheme, such user licences shall automatically revert to a rental basis for so long as the Hosted Services are provided, at the end of the initial and any subsequent pre purchase period, unless a further pre purchase period is hosted to run continuously from the end of the original or any subsequent pre purchase period.
- 2.10. Red Sky may suspend or alter the Hosted Services, or any part of them, at any time without liability to the Customer if:
- 2.10.1. Red Sky has to do so to comply with an order, instruction or request of a court, government, agency, emergency organisation or other competent administrative or regulatory authority; or
- 2.10.2. the Customer's use of the Hosted Services may damage or disrupt the proper functioning of Red Sky, or a third party's network;
- 2.10.3. Red Sky has reasonable grounds to believe that the Customer is using the Hosted Services for improper or unlawful purposes;
- 2.10.4. the Customer has not paid any fees due in respect of Hosted Services due by the end of the calendar month in which payment is due;
- 2.10.5. the Customer is in material breach of any of the terms and conditions of this Agreement in relation to Hosted Services;
3. **Provision of Equipment**
- 3.1. The following terms and conditions as detailed in this schedule 1, section 3 apply specifically to the supply of equipment.
- 3.2. The Customer may order Equipment as may be available and detailed on the UBOSS System.
- 3.3. Red Sky shall use reasonable endeavours to deliver the Equipment on any stated agreed date.
- 3.4. Where the Customer purchases the Equipment, Red Sky retains title to the Equipment until it has received payment in full. The Customer shall bear the risk of loss of or damage to the Equipment from the point of delivery and the Customer is advised to insure the Equipment accordingly.
- 3.5. Where the Customer rents the Equipment, the following additional terms and conditions shall apply to the provision of such Equipment:
- 3.5.1. The Equipment shall be rented to the Customer for the period of not less than the minimum period as detailed for the item of Equipment as detailed on the UBOSS System;
- 3.5.2. The Customer shall ensure that from delivery until delivery up of the Equipment under the rental, comprehensive insurance of the Equipment to its full replacement value is maintained under a standard form of all risks policy;
- 3.5.3. Upon termination of the rental period for whatever reason the Customer shall no longer have any right to the Equipment the subject of rental and shall immediately deliver up all such Equipment and Red Sky or Red Sky agent may, at the Customer's expense, enter any premises to recover or remove such Equipment;
- 3.5.4. In the event that any Equipment on termination is found to be not in good working order, fair wear and tear only excepted, the Customer shall pay for any remedial work required to be performed to put such Equipment into good working order or for the replacement of such Equipment as may be required, at Red Sky reasonable discretion;
- 3.6. The Customer undertakes that, at the Customer's expense, throughout rental period, the Customer shall not use the Equipment nor permit the Equipment to be used for any purpose for it is not designed or in contravention of any applicable law or regulation;
- 3.7. Where the Equipment is a mobile handset which is supplied as part of a service contract, the Customer shall be required to enter into an associated service contract for a minimum period, unless otherwise detailed in the UBOSS System for a particular item of Equipment, of 12 (twelve) or 24 (twenty four) months ("the Service Contract Period"). The Customer may terminate the associated service contract during the Service Contract Period, on payment in full of all charges that would have become due during the Service Contract Period.
4. **Provision of Professional Services**
- 4.1. The following terms and conditions as detailed in this schedule 1, section 4, and apply specifically to the provision of professional services.
- 4.2. The Customer may order Professional Services as may be available and detailed on the UBOSS System.
- 4.3. Red Sky's normal working hours are 09:00 to 17:30, Monday to Friday excluding public holidays in England.
- 4.4. Professional Services shall, unless otherwise agreed in writing between the parties, be deemed to be accepted by the Customer upon completion

Schedule 2

This schedule two only applies to hosted services detailing service levels, service credits, fault reporting and support.

1. Definitions

Red Sky Demarcation Point Unless otherwise agreed in writing, means the edge of the Red Sky IP network that signifies the physical boundary between the Red Sky owned and operated IP network and the Customer owned equipment, not including the provision of any Third Party Local Access connections, where the physical boundary is a Fast Ethernet (100 Mbps) port on electrical or optical media or a Gigabit Ethernet (1000 Mbps) port on optical media which is usually presented within a customer rack if the Customer has purchased co-location services from Red Sky

Monthly Review Period means a period of a calendar month commencing on the 1st of each month during the term of the Agreement, over which Service Availability is calculated, except that the first such period shall commence on the Service Commencement Date;

Monthly Charge the service charges for the Services including any charges for call traffic that are charged at the agreed rate and the charges for any Equipment purchased during the calendar month.

MOSS Score A measure used by service providers to grade the quality of a telephone call. The MOSS Scale is from 1 to 5 with 5 being the highest score. An average telephone call on the existing public network will score a 4.1

Planned Outage means any routine maintenance or upgrade work, which may affect the availability of Services;

Service Availability the service availability described in this Schedule 2;

Service Commencement Date the date from which the Services shall be provided to the Customer by Red Sky Telecom;

Third Party Local Access means short haul physical connections (including any DSL local access connections), that are provided between the Customer's premises and the nearest feasible Red Sky point of presence, which are under the direct control and ownership of a third party;

2. Provision of Hosted Services

- 2.1. If the WAN (wide area network) connections fails to a site for any reason including a fault on the circuit or a power cut then the ability to make and receive calls from the IP phones utilising that WAN circuit will be restricted, these failures may be caused for reasons outside Red Sky control. Other services will be fully maintained including voice mail and the ability to divert calls to other numbers including mobiles. If another working WAN circuit is available at that site then this can be used to fully restore service to all phones.
- 2.2. The Red Sky service allows for calls to 999 and 112, however these services will be affected if there is a power cut or your WAN circuit fails.
- 2.3. With regard 999 services no location information is passed to the emergency services operator this will mean that the Customer will have to state the address that they require the emergency service to attend.
- 2.4. Red Sky does not offer a paper based telephone directory service.
- 2.5. The Customer can request from Red Sky, a PDF that allows the Customer to print off stickers to attach to the phone device explaining sections 2.1, 2.2, 2.3 and 2.4 above.
- 2.6. If any Customer requests to port any Red Sky allocated number to another carrier, Red Sky shall action such request providing Red Sky has a porting agreement in place with the relevant carrier.

3. Resilience

- 3.1. The Hosted Service is duplicated with the hardware and software being located over two independent data centres. Both data centres have independent power supplies and operate a high level of security and access.
- 3.2. In the event of a failure of a hardware item the system is designed to switch between the faulty hardware and the redundant hardware automatically, in some instances due to the type of fault in may be necessary for a manual switch to be undertaken. The Class 5 soft switch interconnects to the UK public network via multiple interconnects and IP Transit links to ensure a high degree of redundancy. All data switches, servers and routers are automatically monitored on a 24/7 basis and faults are automatically reported to the CSG service centre and on call engineer. Red Sky maintains an "on call" facility during out of hours for the purposes of dealing with any Priority 1 type faults only, unless otherwise agreed.
- 3.3. The system is designed to give 99.999% reliability and carrier grade serviceability.
- 3.4. Red Sky undertakes that 95% of all telephone calls will have a Moss Score of 3.9 or more.
4. **Telephone Number Allocation & Porting**
- 4.1. Red Sky shall allocate geographic and non-geographic numbers to the Customer, if requested.
- 4.2. Numbers can be ported onto the Red Sky network as long as Red Sky or its agents have a porting agreement in place with the relevant carrier.
- 4.3. Numbers ported away to another service provider will be subject to a flat fee of £80 plus any contractual terminations charges should they apply

5. Service Levels

- 5.1. **Hosted Service Installation**
- 5.1.1. If Red Sky fails to meet the agreed delivery date for the Hosted Services, Red Sky shall pay the Customer the Service Credits.
- 5.1.2. If only part of a Hosted Service is not delivered by the agreed delivery date, Red Sky shall pay Service Credits only in respect of those parts that have not been delivered by the agreed delivery date.
- 5.2. **Hosted Service Availability**
- 5.2.1. Target service availability is 99.999%. This is calculated over a rolling 3 month period and includes any servicing affecting faults that effects at least 50% of all users on the system. Types of faults would include no inbound or outbound service, badly distorted call quality and total failure.
- 5.2.2. In calculating target service availability, the parties agree that Planned Outage on the Red Sky hosted network shall not be taken into account.
- 5.2.3. The Hosted Service is defined as "available" when 80% of users have access to all services that they subscribe to.
- 5.2.4. Where the Hosted Service is unavailable during any Monthly Review Period, the Customer shall be entitled to receive Service Credits from Red Sky.
- 5.2.5. Red Sky cannot be held responsible for failures in WAN connectivity using either xDSL, LES or any other form of connectivity whether supplied directly or indirectly.

6. Service Credits

- Red Sky shall provide the Customer with Service Credits if it fails to meet the following targets:
- 6.1.1. Hosted Service Installation; or
- 6.1.2. Hosted Service Availability, provided that the Customer has made a claim in writing to Red Sky for the Service Credits within 30 days from the first date on which the Service failed the Service Levels.
- 6.2. **Service Installation**
- 6.2.1. The service credits for failure to meet the Service Levels for Hosted Service installation shall be calculated as follows:

Number of full business days which Red Sky fails to meet the agreed delivery date for Service	Service credits as % of Monthly Charge incurred over the first full month of
1 to 5 days	10%
6+ days	25%

6.3. Service Availability

6.3.1. The service credits for unavailability of hosted services will be calculated as follows:

Con-Current Unavailability Duration in any month.	Service credits as % of Monthly Charge

Greater than 30 minutes up to 1 hours	5%
Greater than 1 hours up to 4 hours	10%
Greater than 4 hours up to 8 hours	15%
Greater than 8 hours	25%

7. Calculation of Service Credits

- 7.1. In the first and last Monthly Review Period, the service credit shall where appropriate be calculated on the basis of a pro-rated Monthly Charge.
7.2. In any other Monthly Review Period, the service credits will be calculated on the basis of the total Monthly Charge for that Monthly Review Period.
7.3. Service credits will be calculated monthly, aggregated and credited to the Customer on a monthly basis.

8. Exclusions

- 8.1. Service credits shall not be payable by Red Sky to the Customer, and Red Sky shall in any event have no liability in respect of the Services, for faults, delay or disruptions to the Service caused by any of the following:
8.1.1. The fault (whether an act or omission) or negligence of the Customer, its employees, agents or contractors;
8.1.2. The Customer failing to comply with the relevant terms and conditions of this Agreement;
8.1.3. A relevant fault in, or any other problem associated with, equipment or software connected on the Customer's side of the Red Sky Demarcation Point;
8.1.4. The performance of third party networks including (without limitation) Third Party Local Access circuits; traffic exchange points including networks, transit and peering connections provided and controlled by other companies;
8.1.5. Faults or other problems affecting the Internet and networks comprising it;
8.1.6. Any event described in Clause 13 of this Agreement (Force Majeure);
8.1.7. Any outages or degradation to existing Service that may be the result of Customer requested Service changes or upgrades;
8.1.8. A failure by the Customer to give Red Sky access to any equipment after being requested to do so by Red Sky during any Planned Outage.
8.2. Service credits are not payable in respect of any Planned Outage events.
8.3. Service credits are not applicable for more than one breach of any of the Service Levels outlined in this Agreement arising from the same occurrence. In respect of any Monthly Review Period the total amount of any service credit payable in relation to breach of the Service Levels shall not exceed 50% of the Monthly Charge for the affected part of the Services.

9. Service Cancellation

- 9.1. If all or part of the Services are cancelled or significantly modified by the Customer prior to the Service Commencement Date, the Customer shall pay Red Sky a one-off charge calculated as a percentage of the Service Installation Charge, according to the following table:

Number of working days before service commencement date	Customer liability as % of Monthly Charge which would have been incurred over the first full month of service
0 to 1 days	100%
2 to 5 days	90%
6 to 10 days	70%
11 to 20 days	50%
21 to 30 days	25%

- 9.2. Installation service credits shall not apply where access circuits needed for the Services are provided and maintained by a third party as the Service Commencement Date will be reliant on the access circuit delivery lead-times specified by the third party which Red Sky cannot control.

10. Fault Reporting and Support Services

- 10.1. Remote Access Facility
10.1.1. If there is a problem with the Hosted Service, the Customer shall (where applicable), at no cost, provide Red Sky with timely and adequate access to the equipment via public or private internet access to allow Red Sky to provide the support services. Any delays beyond Red Sky control may impact Red Sky ability to respond within the resolution targets outlined below.
10.2. Facilities for On-Site Support
10.2.1. If the Customer requires on-site services, the Customer shall provide reasonable facilities including, but not limited to, secure storage space, designated work space with adequate temperature control and light, and use of all equipment and communication facilities, including access to a telephone line and/or a broadband connection, all at no charge to Red Sky.
10.3. Fault Duration
10.3.1. All faults recorded by Red Sky shall be reconciled against the corresponding fault ticket raised by Red Sky. The exact fault duration shall be calculated as the elapsed time between the fault being reported to Red Sky and the time when Services are restored.
10.4. Planned Outages
10.4.1. Planned Outages may be required for scheduled network maintenance and upgrade activities. Red Sky shall use reasonable endeavours to effect such outages between the hours of 00:00 GMT and 04:00 GMT on any day.
10.4.2. All planned outages will be notified to customers via E Mail.
10.5. Fault Procedure
10.5.1. The Customer's helpdesk shall in the first instance deal with first level support calls and go through its internal fault process to try and identify and rectify the problem.
10.5.2. If a fault is not resolved by the Customer's first level support staff, then the problem shall be escalated directly to Red Sky.
10.6. Support
10.6.1. The helpdesk is the single point of contact for all Customers, providing support. The service is fully manned on Monday to Friday between 09:00 to 17:30 outside of these hours only critical faults will be dealt with (unless otherwise agreed) by the way of the customer following the instruction message and leaving a message to which the on call engineer will respond within 4 hours.
10.6.2. By telephone during working hours on 0330 333 9293 or 0191 500 5075
10.6.3. By email to support@redskylecom.com
10.6.4. By post to Red Sky Telecom Ltd, Building 7, Queenspark, Queensway North, Gateshead, NE11 0DQ.
10.7. Placing Fault Calls