

## We'll be changing our terms and conditions from 1<sup>st</sup> March 2016

We'd like to give notice that from 1<sup>st</sup> March 2016 you'll be moved to our Conditions for Communication Services reference 001.4.6. This latest update has been made to incorporate new services that are now available to you, new regulatory obligations governing consumer protection, a change to our address and to make our terms clearer for you. You can view the new Conditions for Communication Services at <http://www.gamma.co.uk/legal> or request a copy through your Customer Development Manager. This notice is being provided in accordance with Ofcom regulation and our existing Conditions for Communication Services. Below is a summary of the changes:

Clause	Previous wording	New wording
1.1	<p>The Services we supply to you are those Services which (a) you have ordered by telephone and are set out in the Service Agreement and Order Schedules attached to these Conditions confirming your order, or (b) you have elected to receive as set out in the Service Agreement and Order Schedules, or (c) have been ordered via our website on your behalf by a third party (details of such Services will be set out in a letter to you us) and which you have subsequently confirmed that you wish to receive, or (d) which you have subsequently ordered in writing, by fax, by email or by telephone, and in each case which we have agreed in writing or by email to supply to you. These may include (but are not limited to):</p> <ul style="list-style-type: none"> <li>▪ The ability to make or receive a Call (telephone service);</li> <li>▪ The provision of a Line or Lines for a rental charge (line rental service);</li> <li>▪ The provision of Broadband internet access (Broadband service);</li> <li>▪ The provision of Inbound telephony services (Inbound service);</li> <li>▪ The provision of Mobile telephony services (Mobile service);</li> <li>▪ The provision of IP telephony services (IPT service);</li> <li>▪ The provision of Data services (Data service);</li> <li>▪ Any other Services which we may offer for sale from time to time.</li> </ul>	<p>The Services we supply to you are those Services which (a) you have ordered by telephone and are set out in the Service Agreement and Order Schedules attached to these Conditions confirming your order, or (b) you have elected to receive as set out in the Service Agreement and Order Schedules, or (c) have been ordered via our website on your behalf by a third party (details of such Services will be set out in a letter to you from us) and which you have subsequently confirmed that you wish to receive, or (d) which you have subsequently ordered in writing, by fax, by email or by telephone, and in each case which we have agreed in writing or by email to supply to you. These may include (but are not limited to):</p> <ul style="list-style-type: none"> <li>▪ The ability to make or receive a Call (telephone service);</li> <li>▪ The provision of a Line or Lines for a rental charge (line rental service);</li> <li>▪ The provision of Broadband internet access (Broadband service);</li> <li>▪ The provision of Inbound telephony services (Inbound service);</li> <li>▪ The provision of Mobile telephony services (Mobile service);</li> <li>▪ The provision of IP telephony services (IPT service);</li> <li>▪ The provision of Data services (Data service);</li> <li>▪ Any other Services which we may offer for sale from time to time.</li> </ul> <p>For the avoidance of doubt, you may not resell the Services although they may be utilised by an Associated Company of yours for which use you shall remain fully liable.</p>
1.1.1	<p>Your contract commencement date (the "Contract Commencement Date") will be the date on the signed Service Agreement or the date each Service is first made available to you for use, whichever is the latest. You accept that this may mean you will have multiple Contract Commencement Dates however each Contract Commencement Date will be subject to the Minimum Term.</p> <p>Where you are not currently in a contract we may notify you of a change to these Conditions, by giving you at least 30 days notice in accordance with 19.2, then your new Contract Commencement Date will be the date the new Conditions came into effect. Where there may be any conflict regarding your Contract Commencement Date, then you agree the actual Contract Commencement Date will be the date you first used the Service(s) other than where we have given notice of a change to these Conditions.</p>	<p>Your agreement with us starts on the date on the signed Service Agreement and your contract commencement date (the "Contract Commencement Date") will be the date on the signed Service Agreement or the date each Service is first made available to you for use, whichever is the latest. You accept that this may mean you will have multiple Contract Commencement Dates however each Contract Commencement Date will be subject to the Minimum Term.</p> <p>Where you are not currently in a contract we may notify you of a change to these Conditions, by giving you at least 30 days notice in accordance with 19.2, then your new Contract Commencement Date will be the date the new Conditions came into effect. Where there may be any conflict regarding your Contract Commencement Date, then you agree the actual Contract Commencement Date will be the date you first used the Service(s) other than where we have given notice of a change to these Conditions.</p>
1.11	n/a	<p><b>SIP trunk and Horizon Services</b></p> <p>Where you utilise software licensed by Semafone Limited ("Semafone") you accept and shall strictly comply with Semafone's End User Licence Agreement a copy of which we will send to you. You will allow installs of new versions of Semafone's software and ensure your network and systems comply with the relevant specifications in Semafone's design documentation which we will provide to you from time to time.</p>
11.5	<p><b>Line rentals</b></p> <p>When we provide your Line rentals, we will route your Calls through our network. No other service provider may route</p>	<p><b>Line rentals</b></p> <p>When we provide your Line rentals, we will route your Calls through our network. No other service provider may route these</p>

	these Calls or attempt to, and if they do we reserve the right to bar these calls.	Calls or attempt to, and if they do we reserve the right to bar these calls. Where your lines are transferred to us on a like for like basis, you agree to pay for any additional services which may exist on your lines that you may not have made us aware of at the time of ordering regardless of when these services are billed to us by the underlying supplier (including but not limited to telephone book entries that may be billed to us annually by BT).
11.9	IP Phones need an additional power supply to operate. In the event of a power failure it is your responsibility to ensure you have the means to make emergency calls. In accordance with paragraph 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.	IP Phones need a power supply and a working data connection to operate. In the event of a power failure or data access failure it is your responsibility to ensure you have the means to make emergency calls. In accordance with paragraph 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.
17.2	<b>Termination before end of Contract Term Expiry</b> If you want to terminate this Agreement in respect of a Service prior to the end of any Minimum Term for the relevant Service (other than because we have materially altered the conditions of this Agreement under paragraph 19.3) you must give us at least thirty (30) days notice in writing and we will levy a cancellation charge calculated in accordance with the following:-	<b>Termination before end of Contract Term Expiry</b> If you want to terminate this Agreement at any time after the date on the Signed Service Agreement in respect of a Service prior to the end of any Minimum Term for the relevant Service (other than because we have materially altered the conditions of this Agreement under paragraph 19.3) you must give us at least thirty (30) days notice in writing and we will levy a cancellation charge calculated in accordance with the following:- <i>(no change to the remainder of the paragraph)</i>
18.1	The Minimum Term and Minimum Spend will be as specified on the Service Agreement, Order Schedules or Tariff(s) for each Service, or as otherwise agreed with you in writing. In the event that the Minimum Term is not on the Service Agreement or Order Schedules then the Minimum Term will be 12 months from your Contract Commencement Date. In the event that the Minimum Spend is not on the Service Agreement or Order Schedules then the Minimum Spend applicable to the Tariff(s) will apply. The Minimum Term for any new installation will be at least twelve (12) months or greater as may be specified in the Service Agreement or Order Form.	The Minimum Term and Minimum Spend will be as specified on the Service Agreement, Order Schedules or Tariff(s) for each Service, or as otherwise agreed with you in writing. In the event that the Minimum Term is not on the Service Agreement or Order Schedules then the Minimum Term will be 12 months from your Contract Commencement Date. In the event that the Minimum Spend is not on the Service Agreement or Order Schedules then the Minimum Spend applicable will be the sum of any fixed rental charges plus the value of your call usage on your second bill from Gamma. The Minimum Term for any new installation will be at least twelve (12) months or greater as may be specified in the Service Agreement or Order Form.
18.4	After the expiry of the initial and each subsequent Minimum Term, unless otherwise agreed with you in writing, your contract will automatically renew for a further period of 12 months. This automatic renewal reoccurs on each 12 month anniversary until the Agreement is terminated by either party by giving 30 days written notice to expire no earlier than the end of the then current Minimum Term in accordance with paragraph 17, subject to paragraph 15. Such automatic contract renewal will be on the same terms and, unless otherwise agreed in writing, the same Minimum Spend will apply. Paragraph 18.4 shall not apply to you if: 1) your business meets criteria as defined by Ofcom which would classify you as a residential or small business Customer and 2) your agreement is dated no earlier than 25 <sup>th</sup> May 2011 unless you have opted in to the automatic contract renewal at the point of placing your order by ticking the applicable box on the Service Agreement. For the avoidance of doubt, should you not tick this box and your company does not meet the Ofcom criteria which would classify your company as residential or small business then automatic contract renewal and paragraph 18.4 will apply.	After the expiry of the initial and each subsequent Minimum Term, unless otherwise agreed with you in writing, your contract will automatically renew for a further period of 12 months. This automatic renewal reoccurs on each 12 month anniversary until the Agreement is terminated by either party by giving 30 days written notice to expire no earlier than the end of the then current Minimum Term in accordance with paragraph 17, subject to paragraph 15. Such automatic contract renewal will be on the same terms and, unless otherwise agreed in writing, the same Minimum Spend will apply. Paragraph 18.4 shall not apply to you if: 1) your business meets criteria as defined by Ofcom which would classify you as a residential or small business Customer unless you have opted in to the automatic contract renewal at the point of placing your order by ticking the applicable box on the Service Agreement. For the avoidance of doubt, should you not tick this box and your company does not meet the Ofcom criteria which would classify your company as residential or small business then automatic contract renewal and paragraph 18.4 will apply.
19.2	<b>Conditions</b> We may change the terms and conditions of the Agreement (or any document comprising part of the Agreement, including the Tariff for any Service) at any time on giving you no less than one (1) month's notice. We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on <a href="http://www.gamma.co.uk/gbc">www.gamma.co.uk/gbc</a> . You agree that if you continue to use the Services following receipt of such notice you will be bound by the new/revised Conditions. We reserve the right to pass on any increase in our costs for the Services we provide to you at any time by no less	<b>Conditions</b> We may change the terms and conditions of the Agreement (or any document comprising part of the Agreement, including the Tariff for any Service) at any time on giving you no less than one (1) month's notice. We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on <a href="http://www.gamma.co.uk/legal">www.gamma.co.uk/legal</a> . You agree that if you continue to use the Services following receipt of such notice you will be bound by the new/revised Conditions. We reserve the right to pass on any increase in our costs for the Services we provide to

	than one (1) month's notice, the only exception being that detailed in 10.8(b).	you at any time by no less than one (1) month's notice, the only exception being that detailed in 10.8(b).
19.3	<b>Material Adverse Effect</b> Other than in the case of passing on cost increases, if a change has a material adverse effect on you or the Services we provide then the termination charges detailed in paragraph 18.1 will not be payable by you if you wish to terminate the Agreement or any of the Services before the end of the Minimum Term applicable to each of the Services. Termination charges for any subsidised installation as described in paragraph 18.2 will remain in effect and will be payable by you.	<b>Material Adverse Effect</b> Other than in the case of passing on cost increases, if a change has a material adverse effect on you or the Services we provide then the termination charges detailed in paragraph 17.2 will not be payable by you if you wish to terminate the Agreement or any of the Services before the end of the Minimum Term applicable to each of the Services. Termination charges for any subsidised installation as described in paragraph 17.2(c), 17.2(e) and 17.2(f) will remain in effect and will be payable by you.
Definitions	<b>"Associated Company"</b> means, as appropriate, Gamma Business Communications ultimate holding company or any subsidiary thereof.	<b>"Associated Company"</b> means, as appropriate, the ultimate holding company of either party or any subsidiary thereof.
Definitions	<b>"Minimum Term"</b> means each minimum initial and subsequent period of service for each Service as shown on the Service Agreement and Order Schedule, the initial period to start on the date on which the relevant Service is first made available to you for use. For the avoidance of doubt, unless otherwise agreed the Minimum Term will be 12 months or such other period as may be notified to you in accordance with paragraph 19.2.	<b>"Minimum Term"</b> means each minimum initial and subsequent period of service for each Service as shown on the Service Agreement and Order Schedule, the initial period to start on the date on which the relevant Service is first made available to you for use. For the avoidance of doubt, unless otherwise agreed or if not stated on the Service Agreement or order schedules, the Minimum Term will be 12 months or such other period as may be notified to you in accordance with paragraph 19.2.
32	<b>Supplementary Conditions</b> Supplementary Conditions relating to a specific Service apply to the following products: (a) Mobile Services (b) Ethernet Services (c) Horizon Services (d) Maintenance Services (e) PBX Installation Services (f) Call Guard	<b>Supplementary Conditions</b> Supplementary Conditions relating to a specific Service apply to the following products: (a) Mobile Services (b) Ethernet Services (c) Horizon Services (d) Maintenance Services (e) PBX Installation Services (f) Call Guard (g) Converged Private Networks (CPN)
9.2 / 16.1 and Definitions		Change of our address to: The Port House, Marina Keep, Port Solent, Portsmouth PO6 4TH. <i>(no change to the remainder of the paragraphs).</i>

Issued with your January 2016 dated bill