

NETWORK SERVICE AGREEMENT TERMS AND CONDITIONS

INTERPRETATION

1. In these Conditions

The Act Refers to the Telecommunications Act 1984
Contractor: is the contractor for the supply of the Service
Customer: is the person cited in the Network Service Agreement for whom the Supplier has agreed to provide the Service in these Terms.
Equipment: is the equipment detailed in the Network Service Agreement
Input Material: this includes any documents and other materials and all required data and all other information provided by the Customer in relation to the service.
Network Service Agreement: refers to the Network Service Agreement described overhead.
Supplier: Yo Network Services Ltd, trading as Yo Telecom, a Limited company incorporated and registered in England and Wales with company number 062620517 whose registered office is at 8 Brookvale Road (Second Floor), H14 9JL, Southampton, SO17 1QL
Service: this is the telecommunications service detailed as outlined in the Network Service Agreement to be supplied to the Customer's telephone lines by the Seller.

1.2 References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Headings do not affect interpretation and are provided for convenience only.

2. SUPPLY OF THE SERVICE

2.1 The Service and Equipment shall be supplied by the Supplier to the Customer subject to these Terms.
2.2 Variations to these terms will only be binding when agreed in writing by the Supplier.
3 In its Customer, who is its own executor will supply the Supplier with all necessary documents and other materials as well as all necessary data and other information connected to the Service and the Equipment within sufficient time to enable the Supplier to make available the Service and the Equipment in line with the contract. The Customer has the responsibility to ensure all Input Material is accurate.
4 Duplicate copies of all Input Material will be retained by the Customer at its own expense in order to insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.
5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by the Supplier shall be deemed to be corrected unless the Customer notifies the Supplier in writing of such error or omission within 14 days of the date of issue of the document.
6 Where the service has been suspended with a similar or improved product, the Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer.
7 The Supplier reserves the right to change the specification of the Service and/or the Equipment so that the Service conforms to any applicable safety or other statutory requirements.

3. PRICE OF THE SERVICE

3.1 The price of the Service shall be the relevant price in the table in the Service in use as determined by the tariff stated in the Network Service Agreement.
3.2 Any applicable value added tax, import or export duties or other taxes or duties are payable by the Customer in addition.
3.3 The Supplier shall be entitled to vary the tariff stated in the Network Service Agreement from time to time by giving not less than three months written notice to the Customer.

4. TERMS OF PAYMENT

4.1 In terms of payment, the Customer will be invoiced by the Supplier for outstanding monies on a monthly basis.
4.2 Outstanding sums are payable in full in the table on the invoice. Payments must be made by Direct Debit.
4.3 The Supplier has the discretion to submit invoices to the Customer via email.
4.4 Where payment is outstanding on the due date the Supplier may:
4.4.1 cancel the Contract;
4.4.2 stop providing the Service;
4.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made;
4.4.4 demand immediate payment of all outstanding sums due;
4.4.5 render the Equipment non-functional until such time as all outstanding invoices and interest are settled in full.

4.5 Where the Customer requests that the Supplier change the network telecommunications supply used in connection with the Service, the Supplier may agree to do so, provided that the Customer agrees to pay for all additional charges for the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.
4.6 The Supplier may require the Customer to provide security for any such change.

5. DELIVERY OF EQUIPMENT

5.1 The location detailed in the Network Service Agreement is where it is agreed the Supplier will deliver the equipment.
5.2 Dates for equipment delivery are not absolute and install approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.
5.3 The Supplier shall deliver up to the Equipment on the Customer's demand and, if the Customer fails to do so immediately, the Supplier may deliver the Equipment to the Customer or any third party where the Equipment is stored and repossess the Equipment.
5.4 The Customer may not pledge or in any way charge the Equipment by way of security for any indebtedness of the Customer.
5.5 The Customer shall keep the Equipment in good condition and not alter or modify it in any way.

6. CUSTOMERS OBLIGATIONS

6.1 This agreement is accepted by the Customer that the Customer will:
6.2 7.1 allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customer's employees;
6.3 7.2 use the Service and the Equipment in accordance with instructions given by the Supplier;
6.4 7.3 ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;
6.5 7.4 not use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;
6.6 7.5 maintain the Equipment in good working order and in conformance with the relevant standard or approval for the time being designated under the Act or any other relevant regulatory authorities or bodies;
6.7 7.6 obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;
6.8 7.7 indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.
6.9 7.8 obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;
6.10 7.9 indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.

7. WARRANTIES AND LIABILITIES

7.1 The service provided by the Supplier is not warranted to be fault free.
7.2 Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.
7.3 Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications stated in the Network Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract but the Supplier shall have no further liability whatsoever.
7.4 Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.
7.5 The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages or for right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).
7.6 The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier to its employees or its agents or to the Customer's employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation 8.1 any breach of the Supplier's contractual obligations arising under the Contract;
8.2 any representation (other than fraudulent misrepresentation) statement or untrue act or omission (including negligence) arising under or in connection with the Contract.

8.3 AND THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 8
8.4 Any act or omission on the part of the Supplier or its employees, agents or sub-contractors falling within clause 8 above is described as an "Event of Default".
8.5 10 That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees, agents or sub-contractors that the law does not permit the Supplier to limit or exclude.
8.6 11 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.
8.7 12 Subject to condition 8.6 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of consequential loss or damage, including but not limited to damage suffered by the Customer as a result of an action brought by a third party even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

8.8 The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control including but not limited to flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes.
8.9 The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or willful misconduct of the Customer.
8.10 The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs or occasioned by any interference with and/or usurpation of and/or unauthorised access to the calls (whether incoming or outgoing) on the Telephone Call Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise.
8.11 The Customer shall also indemnify the Supplier for any costs or occasioned by any interference with the Company under this clause 8.15 forthwith to the Supplier.

9. TERMINATION BY THE SELLER

9.1 The Supplier, by giving written notice to the Customer, may terminate this Contract with immediate effect.

9.2 1.1 If the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being so written notice by the Supplier requesting rectification;
9.3 1.2 If the Customer at any time does not have the necessary valid licence to run its telecommunications system;
9.4 2 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an administrator takes possession of, or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;
9.5 2 The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

10. TERMINATION BY THE CUSTOMER

10.1 To terminate this Contract, the Customer must provide the supplier with not less than 90 days prior written notice. Termination of this Agreement during the Contract Term will lead to charges equating to an average of 3 months revenue multiplied by the number of months remaining within the Contract Term. Where this calculation involves a notional month, the calculation fee will be equal to an average 3 months billing over the remaining contract term.
10.2 Where the Contract is subsidising the costs of installing the Equipment, the minimum term of the Contract will be as entered within the Agreement. If the Customer terminates the Contract before this term has expired the Customer will be liable to repay all equipment and installation subsidies given at the point of entering into this Agreement.

10.3 This Network Agreement shall be automatically extended for a further period of 12 months after the end of the agreement unless the customer serves notice to terminate this Network Agreement, such notice to be served 90 days before the end of the agreement term.
10.4 A notice given to a party under this clause 10.3 shall be:
(a) Sent to the party for the attention of the (Managing Director) at the Address specified overhead; and
(b) Sent by recorded delivery.

10.5 The customer is aware that upon signing this contract, Yo Network Services Ltd will process the transfer for the calls immediately, the customer is also aware that there is no cooling off period.

10.6 The customer is aware that once the transfer is complete, the contract term agreed overhead now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 10.1.

11. GENERAL

11.1 Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.
11.2 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may be at the relevant time have been notified to the party giving the notice.

11.3 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered an admission of breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.5 These Terms and the network Service Agreement overhead constitute the entire agreement between the Supplier and the Customer concerning the supply of the Service and provision of the Service and replace and supersede any other arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

11.6 The Supplier's rights are cumulative and in addition to any rights available to it at common law.
11.7 The Contract shall be governed by the laws of England and the parties submit to it an exclusive jurisdiction of the English courts.

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(Please note this only applies to companies with more than 10 employees).

11.56 The customer is aware that once the transfer is complete, the contract term agreed overhead now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after completion but will be subject to the early termination charge 'clause' 10.1.

11.57 This Contract can be ended by:
11.58 The Customer upon 90 days written notice to Yo Network Services Ltd further to the Minimum Term as provided in the Network Service Agreement.
11.59 The Customer may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

11.60 If this Contract ends during the Minimum Period of 60 months the Customer must pay Yo Network Services Ltd the early termination charge, which will be equal to the remainder of the Minimum Period payable for the Minimum Period including the Termination period. Should an extended Term have been agreed, the Customer will be charged 40% of all line rentals further to the Minimum Period, up to and until the agreed Term. This is not the case if the Customer does so because Yo Network Services Ltd increases its charges, or changes the Conditions in either case to the Customer's significant disadvantage.

11.61 This Network Line Rental Agreement shall be automatically extended for a further period of 12 months after the end of the agreement term unless the customer serves notice to terminate this Network Line Rental Agreement, such notice to be served at least 90 days before the end of the agreement term.
11.62 A notice given to a party under this clause 10.5 shall be:
(a) Sent to the party for the attention of the (Managing Director) at the Address specified overhead; and
(b) Sent by recorded delivery.

11.63 THE CUSTOMER BREAKS THIS CONTRACT
11.64 1 Where one of the following applies, Yo Network Services Ltd can suspend the Service or end this Contract (or both) at any time without notice:
(a) Yo Network Services Ltd reasonably believes that the Service is being used in a way forbidden by paragraph 8.1. This applies even if the Customer does not know that the Service is being used in such a way;
(b) The Customer breaches this Contract or any other Agreement the Customer has with Yo Network Services Ltd and fails to rectify the breach within a reasonable time of being asked to do so;
(c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court of law, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of the assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

11.65 If the Customer does not pay a bill, Yo Network Services Ltd will generally not suspend the Service or end the Contract until 28 days after the payment was due (14 days if the Customer pays monthly). However, sometimes Yo Network Services Ltd may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation provision.
11.66 If the Service is suspended Yo Network Services Ltd will tell the Customer what needs to be done before it can be re-instated. However the Customer must continue to pay rental charges whilst the Contract continues.

11.67 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of this breach. If either party delays a breach of this Contract that waiver is limited to that particular breach only.

11.68 LIMITS OF LIABILITY
11.69 Yo Network Services Ltd do not and are unable to warrant that the Service will never fail. The supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract, but the supplier shall have no further liability whatsoever.

11.70 The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs or occasioned by any interference with and/or usurpation of and/or unauthorised access to the Telephone Numbers and Lines Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause 12.2 forthwith to the Company.

11.71 MATTERS BEYOND Yo Network Services Ltd REASONABLE CONTROL
11.72 Sometimes Yo Network Services Ltd may be unable to do what it has agreed because of something beyond its reasonable control.
11.73 If this happens, Yo Network Services Ltd is not liable to the Customer. However, Yo Network Services Ltd will try to avoid Call Diversion to the Customer.

11.74 RESOLVING DISPUTES
Yo Network Services Ltd will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Yo Network Services Ltd website www.yotecom.co.uk

11.75 CHANGED TO THIS CONTRACT
Yo Network can change the Conditions (including the charges) at any time.
Yo Telecom will publish details on line on the Yo Telecom website www.yotecom.co.uk at least 2 weeks before the change is to take effect.

11.76 TRANSFERRING THIS CONTRACT
Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

11.77 THIRD PARTY RIGHTS
The parties agree that the terms of this Contract are not enforceable by a third party under the Contract (Rights of Third Parties Act 1999).

11.78 NOTICES
Yo Network Services Ltd will try to communicate with each in writing, they must follow the following protocol:
(a) Yo Network Services Ltd at the address shown on the bill or any address which Yo Network Services Ltd provides to the Customer;
(b) The Customer at the address which the Customer asks Yo Network Services Ltd to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.

11.79 THE SERVICE GUARANTEE
Yo Network Services Ltd's GUARANTEE
Yo Network Services Ltd undertakes to guarantee:
(a) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to Yo Network Services Ltd;
(b) to provide the Service by the date agreed with the Customer as described in paragraph 2.1; or to disconnect the Service by mutual agreement.
Yo Network Services Ltd makes with the Customer under this Contract:
2 If BT is late in providing the Service or repairing a Service Failure, the customer may choose:
2 Call Diversion - as described in paragraph 19.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent BT from offering this option.
2 CALL DIVERSION
19.2.1 Where call diversion is provided by Yo Network Services Ltd, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Yo Network Services Ltd will cancel the Customer's Call Diversion.
19.2.2 The number chosen must be a UK number. But there are some number ranges to which BT will not divert the Customer's calls (for example, 0800 and 0870 numbers).
19.2.3 BT will divert the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that call.
19.2.4 APPLICATION OF THIS GUARANTEE
19.2.5 This guarantee applies to the Service, including generally any related services Yo Network Services Ltd provides to the Customer.
19.2.6 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.7 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.8 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.9 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.10 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.11 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.12 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.13 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.14 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.15 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.16 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.17 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.18 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.19 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.20 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.21 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.22 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.23 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.24 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.25 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.26 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.27 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.28 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.29 This guarantee does not apply if:
(a) someone, other than BT, has caused the fault;
(b) BT asks for access to the Premises and the Customer does not allow this; or
(c) BT reasonably asks for other help and the Customer does not provide it.

19.2.30 This guarantee does not apply