

Real Time Telecoms Invoice Terms and Conditions.

(‘The customer’, as mentioned in these terms, constitutes a direct customer or Reseller of Real Time Telecoms.)

All amounts are exclusive of any applicable Value Added Tax.

- (a) The Customer shall pay Real Time Telecoms invoices within 30 days from the date of the invoice or within 30 days of the date that the amounts payable are expressed to be due as shown in the invoice whichever is the earlier.

If paying by direct debit, please note that **Real Time Telecoms** has appointed the BACS Approved Direct Debit Bureau, Eazy Collect Services Limited (www.eazycollect.co.uk), to collect your payments. **Eazy Collect** will be shown on your bank statement for these direct debit payments

The Customer shall pay all charges due under this Agreement without set off or deduction. In the event of late payment of any charges the Customer shall be liable to pay interest at the rate of 4% per annum above Barclays Bank PLC’s base rate from time to time. The Customer shall be further liable to a charge of £50.00 (or such revised sum as Real Time Telecoms may from time to time reasonably determine) to cover Real Time Telecoms’ costs in the event that any payment by the Customer (whether by cheque, direct debit or otherwise) is dishonoured by the Customer’s bank.

- . (a) The Customer shall not withhold payment to Real Time Telecoms due to any dispute, query or non payment of its invoice(s) with any Customer howsoever caused.
- . (b) If for any reason Real Time Telecoms shall grant an extension of credit to the Customer this may be changed or withdrawn at any time.
- . (c) Real Time Telecoms shall be entitled to deduct any sum owed to it by the Customer under this or any other Agreement from any

sum payable to the Customer by Real Time Telecoms under this or any other Agreement.

Real Time Telecoms shall provide the Customer with such billing information (including call detail information) as is reasonably sufficient to enable the Customer to verify the details of Real Time Telecoms' invoices and to facilitate the Customers billing of its Customers.

In using or reproducing any such billing information the Customer shall be responsible for compliance with any regulations applicable to disclosure thereof either pursuant to the Data Protection Act 1998 or otherwise and shall fully indemnify Real Time Telecoms against any claims made against Real Time Telecoms in respect of the use of such information by the Customer.

If for any reason the Customer disputes the amount of Real Time Telecoms' invoice the Customer shall advise Real Time Telecoms in writing within 21 days of the invoice being received. If the Customer fails to provide a (Payment Dispute Notice) within 21 days the Customer shall be deemed to have accepted the invoice.

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- . (a) If Real Time Telecoms receives a Payment Dispute Notice Real Time Telecoms may at its discretion deduct and/or set off an amount limited to the amount in dispute. This shall not entitle the Customer to deduct and/or set off any further amounts due.
 - . (b) Real Time Telecoms' records shall be final and binding.

In the event of any increase in the amount charged to Real Time Telecoms by its Network Operators for the supply of the Service (or any part thereof) Real Time Telecoms may upon giving the Customer 7 days written notice vary the charges payable for the Service under this Agreement and the contents of Schedule 3 shall be deemed to be amended accordingly provided always that the percentage increase in charges will not exceed the percentage change in the amount charged to Real Time Telecoms by its Network Operator.

In the event that Real Time Telecoms receives notice of retrospective increases by its Network Operators for the supply of the Service (or any part thereof) Real Time Telecoms shall upon giving the Customer 7 days written notice be entitled to recover an amount equal to the retrospective increase for the supply of the Service (or any part thereof) from the date of such increase. Such amount shall be payable by the Customer within 21 days of receiving the said notice.

Real Time Telecoms shall be entitled at its reasonable discretion to require the Customer at any time during the Term to pay a reasonable deposit or provide such other form of security reasonably acceptable to Real Time Telecoms in order to guarantee payment by the Customer of the amounts payable under this Agreement. In exercising its reasonable discretion Real Time Telecoms shall assess the risk of non-payment by reference to any commercial factors including (but not limited to) the Customers previous payment history for telecommunications services (both with Real Time Telecoms and with other Network Operators) the Customers trading, bankruptcy or insolvency history, and the Customers commercial credit bureau rating.

- . (a) The Customer shall provide Real Time Telecoms with such information as Real Time Telecoms may reasonably request to determine the Customers credit worthiness. For the avoidance of doubt the Customer acknowledges that the payment of a deposit or provision of other security shall not relieve it from its obligation to pay any amounts payable under this Agreement in accordance with this clause.
- . (b) The Customer further acknowledges that Real Time Telecoms shall not be obliged to pay interest on any cash deposit or security held by Real Time Telecoms during the Term.

Where the Customer takes an advance payment by the use of credit or debit cards, any monies accumulated as advanced payment and not used in the provision of the Service (the "Excess Payment") shall be held in trust for the Customer making the payment. The Customer shall inform the Customer of the name that will appear on any credit or debit card statements in respect of such payments. Should the Customer

permanently cease their Service for which the payment has been received, any unused funds will be returned minus an administration fee for dealing with the same. If Real Time Telecoms does not receive a claim from the Customer in writing for the Excess Payment within 6 months of the Customer terminating their contract with the Customer then the Customer's right to claim the Excess Payment will be lost.