

FIRSTCOM EUROPE LTD – MASTER TERMS & CONDITIONS

Version: 2026.1 Effective from: 01/08/2026

1. DEFINITIONS

In these Terms & Conditions:

“Agreement” means these Terms & Conditions together with the Customer Order Form. “Customer” / “You” means the company, partnership, sole trader or other entity purchasing the Services. “Customer Order Form” means the document specifying the Services, pricing, Minimum Term and Customer details. “Equipment” means any hardware supplied by Firstcom Europe Ltd. “Firstcom”, “we”, “us”, “our” means Firstcom Europe Ltd. “Minimum Term” means the minimum contract period for each Service as stated on the Customer Order Form. “Services” means the telecoms, connectivity, IT Managed Services, support, or other services provided under this Agreement. “Site” means the Customer’s premises where Services or Equipment are delivered. “IT Managed Services (ITMS)” means IT support, monitoring, cybersecurity, backup, licensing, and related services. “Network Services” means telecoms services including Hosted Voice, SIP, FTTP, SoGEA, Ethernet, mobile, numbering and porting. “ECCs” means Excess Construction Charges applicable to certain connectivity services. “Microenterprise” has the meaning set out in Ofcom regulations (10 or fewer employees/volunteers).

2. THE SERVICES

2.1 Provision of Services

We will provide the Services with reasonable skill and care and in accordance with applicable law.

2.2 Third-Party Dependencies

Delivery dates are estimates. Services may depend on third-party suppliers (e.g., Openreach, carriers, software vendors). Delays outside our control do not constitute breach.

2.3 Service Schedules

Service-specific details are set out in the relevant Service Schedules referenced in the Customer Order Form.

2A. ORDER ACCEPTANCE & PROVISIONING START

2A.1 Order Acceptance

An Order is deemed accepted by Firstcom once: (a) the Customer has signed the Customer Order Form; and (b) all required information has been provided to Firstcom; and (c) any additional documentation requested by Firstcom (including but not limited to site details, technical information, Letters of Authority, or lease agreements) has been received and validated.

2A.2 Provisioning Start Date

Provisioning does not begin at the point of signature. Provisioning begins only when all mandatory information has been supplied by the Customer, all prerequisites have been met, and Firstcom has confirmed that the Order has been submitted to the relevant carrier or supplier.

2A.3 Customer-Caused Delays

If the Customer fails to provide required information, documentation, access, or responses, the Order may be delayed. Such delays: (a) do not constitute a failure by Firstcom; (b) do not affect the Minimum Term; and (c) do not entitle the Customer to cancel the Order without charges.

2A.4 Responsibility for Previous Provider Services

The Customer is solely responsible for managing the termination of services with their previous provider. The Customer must ensure that cancellation dates do not precede the activation of Firstcom services. Firstcom is not liable for service interruption, early termination charges, or other costs arising from the Customer cancelling services with their previous provider before Firstcom has confirmed that provisioning has commenced.

2A.5 Contract Term Start Date

Unless otherwise stated on the Customer Order Form, the Minimum Term begins on the Service Activation Date. Where multiple Services are ordered, the Minimum Term begins on the date the final Service becomes live.

2A.6 Supplier & Carrier Dependencies

Some Services require third-party carrier validation, surveys, wayleaves, or additional information. Firstcom cannot submit the Order to the carrier until all required details are provided. Carrier delays do not constitute a breach by Firstcom.

3. CUSTOMER OBLIGATIONS

3.1 General Use

You must use the Services in accordance with this Agreement and all applicable laws.

3.2 Access & Cooperation

You must provide access, information, permissions, and cooperation reasonably required for installation, provisioning, support, or maintenance.

3.3 Installation Readiness & Customer-Caused Delay

If you delay, obstruct, or prevent installation or provisioning, Firstcom may charge:

- reasonable costs (e.g., engineer visits, supplier charges, ECCs); and/or
- a Customer Delay Charge equal to the monthly recurring charge for the affected Service(s) × the number of months of delay (minimum 3 months).

If delay exceeds 60 days, we may treat this as a material breach and apply Early Termination Charges.

3.3A Asbestos Documentation & Survey Requirements

Where asbestos documentation is not provided, the Customer is responsible for commissioning a UKAS-accredited asbestos survey. Any delays caused by the absence of such documentation, or by failure to provide asbestos clearance, will be deemed Customer-caused delays. Firstcom and its suppliers may refuse to attend Site until suitable asbestos documentation has been provided.

3.4 Direct Debit

You must complete and maintain a valid Direct Debit mandate. Failure to do so is a material breach.

3.4A Non-Direct Debit Fee

Where the Customer cancels or fails to maintain a valid Direct Debit mandate, a non-Direct Debit administration fee of **£4.99 + VAT per month** will apply.

3.5 Leasing / Finance Information

If you select leasing or finance, you must provide all required financial information. Failure to do so within 14 days is a material breach.

3.6 Security & Fraud Prevention

You must take reasonable steps to secure your systems, passwords, and equipment. You are responsible for all usage of the Services, including fraudulent use unless caused by our negligence.

4. FIRSTCOM'S RIGHTS

4.1 Service Changes

We may modify the Services, Equipment, or network where required for technical, regulatory, or operational reasons, provided this does not materially reduce service quality.

4.2 Suspension

We may suspend Services for:

- non-payment
- suspected fraud
- security risks
- regulatory requirements
- technical or maintenance reasons
- insolvency or reasonable belief that the Customer is unable to pay its debts

4.3 Variation of Terms

Firstcom may amend these Terms & Conditions and any associated policies or schedules by giving the Customer not less than 30 days' written notice. Continued use of the Services after the effective date of the change constitutes acceptance of the updated terms. If the Customer does not agree to the change, the Customer may terminate the affected Service(s) by giving written notice before the effective date of the change. This right does not apply where the change is required for regulatory, security, technical, or operational reasons and does not materially disadvantage the Customer.

5. CHARGES & PAYMENT

5.1 Billing

Charges are invoiced as stated on the Customer Order Form. Payment is due within 14 days by Direct Debit.

5.2 Annual Price Adjustment

Charges increase annually on **1 April**, based on the **Consumer Prices Index (CPI) rate published in January** plus **3.5%**.

Example: If the CPI rate published in January is **4%**, the annual price adjustment applied on **1 April** will be **7.5%** (4% + 3.5%). A service costing **£100 per month** would increase to **£107.50 per month**.

5.2A Supplier Price Changes

If a third-party supplier, carrier, network operator or wholesaler increases the charges that apply to the Services, Firstcom may pass through such increases to the Customer. Where this occurs, Firstcom will provide the Customer with not less than **30 days' written notice** of the increase. Supplier-driven increases are **in addition to** the annual CPI price adjustment set out in clause 5.2.

Example: If a carrier increases the wholesale cost of a broadband circuit by **£3.00 per month**, the Customer's monthly charge will increase by the same amount, in addition to any CPI adjustment.

5.3 Early Termination Charges

If you terminate early, reduce usage, migrate away, or breach the Agreement, we may charge: (a) monthly recurring charges × months remaining in the Minimum Term; plus (b) any supplier charges, ECCs, installation costs, or other direct costs; minus (c) any direct costs saved by early termination.

5.4 ECCs & Third-Party Charges

You are responsible for ECCs, missed appointments, aborted visits, and other supplier charges.

5.5 Out-of-Bundle & Excess Usage Charges

Where the Customer exceeds any call, text, data, usage, or allowance limits applicable to the Services, or uses any service not included within an allowance or bundle, such usage will be charged at Firstcom's standard published rates or at the rates set out in the relevant Service Schedule. Out-of-bundle charges may include, without limitation, international calls, roaming usage, premium rate numbers, satellite networks, excess data usage, and any other usage not included within the Customer's selected tariff or bundle.

6. VALUE-ADDED SERVICES

6.1 Provision of Value-Added Services

Firstcom may make available certain optional value-added services ("Value-Added Services"), which may include, without limitation, Exceptional Call Reporting (ECR), Fault Assurance, SafeWeb, Web Listings, security-enhancement services, fraud-prevention services, monitoring services, or any other ancillary services Firstcom may introduce from time to time.

6.2 Automatic Activation & Free Trial Period

Where Firstcom provides a Value-Added Service with a free trial period, the service will be activated automatically on the Commencement Date (or at any time thereafter) and will be provided free of charge for the duration of the stated trial period. Unless the Customer notifies Firstcom in writing before the end of the trial period that it does not wish to continue with the Value-Added Service, the service will automatically continue after the trial period and the Customer will be charged at Firstcom's then-current rates.

6.3 Charges After Trial Period

Following expiry of any free trial period, charges for Value-Added Services will apply automatically and will be invoiced in accordance with clause 5 (Charges and Payment). The Customer agrees to pay all such charges unless it has opted out in accordance with clause 6.2.

6.4 Opt-Out

The Customer may opt out of any Value-Added Service at any time by providing written notice to Firstcom. Opt-out will take effect from the start of the next billing period. No refunds or credits will be provided for periods already billed.

6.5 No Impact on Core Services

Activation, suspension, or cancellation of any Value-Added Service does not affect the Minimum Term or the Customer's obligations in respect of the core Services purchased under this Agreement.

6.6 Fraud-Related Services

Where Value-Added Services include fraud-prevention or fraud-monitoring tools (including ECR), such services are provided as risk-mitigation only and do not guarantee prevention of fraudulent activity. The Customer remains responsible for all call charges incurred due to fraudulent or unauthorised use of the Services unless expressly stated otherwise.

6.7 Changes to Value-Added Services

Firstcom may modify, replace, or withdraw any Value-Added Service at any time for regulatory, technical, operational, or supplier-driven reasons. Such changes do not require Customer consent and do not give rise to any right of termination.

7. EQUIPMENT

7.1 Ownership

Equipment supplied on a rental or managed basis remains our property.

7.2 Care of Equipment

You must keep Equipment safe and allow us to recover it on termination.

8. DATA PROTECTION

We process personal data in accordance with UK GDPR and our Privacy Policy (available on our website). Each party acts as an independent controller unless otherwise stated.

9. CONFIDENTIALITY

Both parties must keep confidential all non-public information obtained under this Agreement.

10. LIABILITY

10.1 Unlimited Liability

Nothing limits liability for death, personal injury, fraud, or any liability that cannot be limited by law.

10.2 Property Damage

We are liable for physical damage to your property caused by our negligence up to **£10,000 per 12-month period**.

10.3 Liability Cap

All other liability is limited to:

- **£5,000 per event;** and
- **£15,000 in aggregate per 12-month period.**

10.4 Exclusions

We are not liable for:

- loss of profit, revenue, business, or data
- indirect or consequential loss
- third-party carrier faults
- customer equipment faults
- fraud unless caused by our negligence

11. TERM & TERMINATION

11.1 Minimum Term

Each Service has its own Minimum Term.

11.2 Notice to Terminate & Automatic Renewal

No less than 90 days but no more than 120 days' written notice is required prior to the end of the Minimum Term.

If the Customer does not provide valid notice within this window, the Agreement will automatically renew for a further period equal to **twenty-four (24) months or the original Minimum Term, whichever is greater**, unless otherwise stated on the Customer Order Form.

This clause does not apply to Microenterprises, who will move to a rolling 30-day contract after the Minimum Term.

11.3 Termination for Breach

Either party may terminate for material breach not remedied within 14 days.

11.4 Effects of Termination

You must:

- pay all outstanding charges
- return all Equipment
- cease using the Services

12. FORCE MAJEURE

Neither party is liable for events beyond reasonable control. If such an event lasts more than 3 months, either party may terminate on 14 days' notice.

13. NOTICES

Notices must be sent by recorded delivery or email to the addresses stated on the Customer Order Form.

14. GOVERNING LAW

This Agreement is governed by the laws of England & Wales. The courts of England & Wales have exclusive jurisdiction.

15. ASSIGNMENT

15.1 Customer Assignment The Customer may not assign, transfer, novate, or otherwise deal with any of its rights or obligations under this Agreement without Firstcom's prior written consent, such consent not to be unreasonably withheld.

15.2 Firstcom Assignment Firstcom may assign, transfer, novate, or subcontract any of its rights or obligations under this Agreement to:

- an Affiliate; or
- any third party providing part of the Services; or
- a successor entity in the event of merger, acquisition, or restructuring, by giving the Customer not less than 30 days' written notice.

15.3 Effect of Assignment Any permitted assignment shall not materially reduce the level of service provided to the Customer.

16. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents form part of this Agreement:

- Customer Order Form
- Telecoms Services Schedule
- IT Managed Services Schedule
- Acceptable Use Policy
- Fraud & Security Policy
- Porting Policy
- ECC Policy
- Privacy Policy