

**SPECIAL CONDITIONS
UNLIMITED LANDLINES AND UK MOBILES PLUG AND PHONE PACKAGE**

Version dated 15/04/2011

These conditions are subject to the [General Conditions for use of a Telephone Service](#). Please read through these (as well as the General Conditions) carefully as they contain legal rights and obligations as well as setting out what you may and may not do with the Equipment (Section 2), your right to cancel (sections 3 and 6) and the requirements, should you choose to cancel, in order to receive a return of your deposit (section 6.2)

Nothing in these conditions override any other rights you may have as a consumer. Please visit the Office of Fair Trading's website for more information about your rights as a consumer.

1. DESCRIPTION OF SERVICE

The Plug and Phone service allows the sending and receiving of calls via the telephone set made available to the customer by OVH, subject to the following terms.

The Service comprises a package to make calls to landlines and UK mobiles as defined below.

2. UNLIMITED LANDLINE PACKAGE

The Customer can make unlimited calls (of up to sixty minutes each) to up to ninety-nine (99) different landlines each month (the "Included Numbers"), provided that they correspond to one of the forty-one (41) destinations listed on the OVH website.

The Included Numbers shall be the first 99 numbers dialed by the Customer when using the Service during the relevant calendar month that correspond to a landline destination which is included in the package.

The list of 99 Included Numbers is automatically reset the following calendar month.

All calls made to numbers which are not the Included Numbers will be charged per second. This per second rate is available on the OVH website.

Only the first sixty (60) minutes of each call made to one of the Included Numbers is included in the package. Calls exceeding sixty (60) minutes will be charged at the rate corresponding to the destination listed on the OVH website.

Where simultaneous calls are made to Included Numbers, each call will be included in the

package during the first sixty (60) minutes of communication. Calls of this nature exceeding sixty (60) additional minutes will be charged as above.

Calls to OVH numbers are free of charge other than the caller's operator fee.

Calls to landlines (outside destinations listed in the unlimited package) are charged per second and are based on the tariff posted on the OVH website.

3. UNLIMITED MOBILE PACKAGE

The Customer can make unlimited calls (of up to sixty minutes each) to up to ninety-nine (99) different numbers each month (the "Included Numbers"), provided that they correspond to UK mobile providers.

The Included Numbers shall be the first 99 numbers dialed by the Customer when using the Service during the relevant calendar month that correspond to a UK mobile. The Included numbers are calculated independently from the list defined in condition 2 corresponding to the calls made to landlines numbers.

The list of 99 Included Numbers is automatically reset the following calendar month.

All calls made to numbers which are not the Included Numbers will be charged per second. This per second rate is available on the OVH website.

Only the first sixty (60) minutes of each call made to one of the Included Numbers is included in the package. Calls exceeding sixty (60) minutes will be charged at the rate corresponding to the destination listed on the OVH website.

Where simultaneous calls are made to Included Numbers, each call will be included in the package during the first sixty (60) minutes of communication. Calls of this nature exceeding sixty (60) additional minutes will be charged as above.

Calls to non UK mobile numbers are charged per second and are based on the tariff posted on the OVH website.

4. Conditions of use

The Customer agrees to use the Service in accordance with all applicable law.

The Service is subject to the Customer's personal use. It is not assignable or transferable to a third party.

The Customer shall refrain from the resale of any communications.

The Customer shall refrain from any calls made to paying service platforms or getting any remuneration depending on the call duration.

As part of a professional use, the service is strictly limited to the Customer's employees who are geographically located on the site covered by the contract.

Calls made to unlimited numbers are only allowed between two individuals.

The use of the Service is strictly limited to one phone station per subscribed phone line and its configuration must not be changed by the Customer. In fact the use of a PABX (private branch exchange designed to share phone lines ...) is prohibited.

The use of any automations, robots, or any automation tool is prohibited on the Service. Similarly, using the service for sending automatic faxes, any advertising or using it for any commercial purposes is prohibited.

5. THE PROVISION OF EQUIPMENT

Upon receipt from the Customer of the documents required by OVH, and subject to OVH receiving payment in full for the ordered equipment (hereinafter called the "Equipment"), OVH will proceed with the delivery of the Equipment, at no extra cost, within 48 business hours. The Equipment will be delivered to the address supplied by the Customer at time of ordering.

The information relating to the installation of the chosen Equipment and the amount of security deposit for this Equipment is described when ordering.

In case of absence, the package will be deposited in the mailbox of the recipient. Along with the Equipment selected by the Customer are the operating instructions with the technical data sheets.

In return for a license to use the OVH Equipment, the Customer shall pay a deposit when ordering the Plug and Phone offer. The amount of this Security deposit may vary depending on the equipment selected by the Customer.

The provision of Equipment does not transfer ownership. The Equipment remains the exclusive property of OVH. The Customer agrees not to remove or hide indications of OVH's ownership that are affixed to the Equipment by OVH.

The Customer agrees not to sell, lease, loan, or otherwise deal with the Equipment. The Customer agrees not to technically interfere or modify the Equipment in any way (this includes, but is not limited to: opening hardware, application modification, and software installation). Any questions concerning equipment can be directed to OVH customer service which is available to the Customer.

The Customer is acting as custodian of the material after delivery and during the entire period which the Customer has tenure.

6. RIGHT TO CANCEL

When exercising its right to cancel under clause 6 below, the Customer agrees to return the Equipment to OVH in its original packaging, undamaged, and within fifteen (15) days. Cost of return remains the sole responsibility of the Customer.

Returns are performed when the Equipment is in its original and complete condition (including, but not limited to, packaging, accessories, and instructions) and is accompanied by the original documents issued by OVH that identifies the Customer's order. Otherwise, the deposit will be retained in whole or in part by OVH.

7. TECHNICAL FAILURE OF EQUIPMENT

In case of technical failure of the Equipment, the Customer agrees to contact OVH Customer Service to clarify the technical problem. OVH Customer Service will open an incident report containing details of the failure encountered and where appropriate invite the Customer at their expense to deliver the defective equipment. Upon receipt, OVH will make a quick study of the equipment and where possible proceed with the necessary repairs. In case of problems requiring a response time greater than 72 working hours, OVH will deliver to the Customer, new equipment equivalent to that originally supplied to them.

8. LOSS, THEFT OR DAMAGE

In case of loss, theft or damage to the Equipment, the Customer undertakes to notify OVH within eight (8) days of discovering the event. New Equipment will be sent by OVH to the Customer, subject to payment by the Customer of the cost for the Equipment in question, lost or damaged, and return within ten days of receipt of the new Equipment by the Client of Equipment ruined or damaged.

OVH recommends that Customers insure the Equipment with their insurance company and notify their insurers of their use of the Equipment.

9. TERMINATION OF CONTRACT AND RETURN OF EQUIPMENT

9.1 Return of Equipment

At any time during the first 15 days of the contract coming into force and for whatever reason, (including pursuant to the Distance Selling Regulations) the Customer may cancel the agreement in which case the Customer must ensure that all Equipment provided by OVH is returned to OVH at the following address: OVH SAS 2 Rue Kellermann 59100 Roubaix.

For all returns, it is the responsibility of the Customer to attach to the package, a cover note produced using the Customer's management interface at www.ovh.co.uk.

A failure to return the Equipment, or in the absence of documentation identifying the Customer, OVH will retain the deposit paid by the Customer at the time they ordered their Equipment.

If returns are incomplete and / or if the equipment or accessories require repair, OVH may charge the Customer (or deduct from the deposit) the cost of carrying out such repairs, or replacing missing parts, and any associated labor costs; regarding the total replacement of Equipment, the full deposit will be retained by OVH.

9.2 Return of deposit

The deposit is refunded to the Client within ten (10) days of receipt by OVH of all Equipment provided to the Customer. OVH reserves the right to deducting from the deposit any costs associated with the repair of Equipment and any outstanding payments. The deposit is not an installment and does not in any way excuse the Customer from payment of sums due.