

TERMINATION POLICY

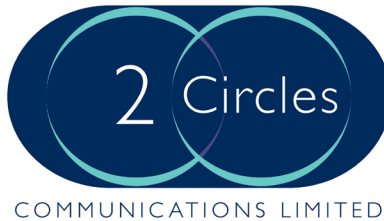
1 DEFINITIONS

"Committed Period"	means the Committed Period as defined in the Contract.
"Contract"	means the Small Print terms and conditions under which the Customer receives the equipment and/or services.
"Customer"	means the recipient of the services pursuant to the Contract.
"Leased Line"	means a dedicated, fixed-bandwidth, symmetrical data connection, utilising either ethernet ("Ethernet"), ethernet in the first mile ("EFM"), or ethernet over fibre-to-the-cabinet ("EoFTTC").
"Start Date"	means the date upon which the Customer either signs the Contract or if the Customer has ordered equipment and/or services over the telephone or via the internet the date upon which the Customer agrees to the terms of the Contract.
"Subsequent Contract Period"	means the Subsequent Contract Period as defined in the Contract.
"Year"	means, in respect of each Service, each successive period of 12 calendar months within the Committed Period or Subsequent Contract Period (as the case may be), the first such period beginning on the Connection Date.

All other definitions shall have the meanings as set out in the Contract.

2 EARLY TERMINATION – ALL SERVICES

- 2.1 If the Customer cancels the Contract or a Service before the expiry of the Committed Period or any Subsequent Contract Period, an Early Termination Charge equal to the remaining Charges due in respect of the Committed Period or Subsequent Contract Period (as the case may be) will be payable by the Customer.
- 2.2 Where Equipment has been provided to the Customer and the Contract is terminated, the Customer must return any Equipment or Bundle Equipment to us within fourteen (14) days of such notice to terminate. If you fail to do so or wish to retain it you may be charged the standard charge for that Equipment/Bundle Equipment. This does not apply if the Customer exercises its statutory right to cancel as set out in the Code of Practice, if the Equipment is returned under the warranty set out in the Small Print or if the Customer properly terminates as a result of 2 Circles Communication's breach of contract.



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3 BROADBAND SERVICE CEASE CHARGE

- 3.1 Subject to paragraph 3.2 below, if a Customer receiving the Broadband Service:
- (a) switches to another broadband provider; or
 - (b) switches to a cable provider; or
 - (c) ceases their Broadband Service completely; or
 - (d) ceases their Broadband Service completely and relocates outside of the UK,
- a Broadband Cease Charge of £50 plus VAT will be payable by the Customer.
- 3.2 No Broadband Cease Charge will be payable where the Customer moves premises within the UK and 2 Circles Communications is unable to provide a Broadband Service at the Customer's new premises.

4 SERVICE TERMINATION CHARGE

- 4.1 Subject to paragraphs 4.2 and 4.3 below, if the Customer wishes to cancel the Contract or a Service (whether or not within the Committed Period or any Subsequent Contract Period), a Service Termination Charge equal to one month's recurring Charges in respect of the Contract or Service being cancelled will be payable by the Customer.
- 4.2 In respect of Fixed Line Services and Broadband Service, no Service Termination Charges will be payable where the Customer moves premises within the UK and 2 Circles Communications is unable to provide Fixed Line Services and/ or Broadband Services (as the case may be) at the Customer's new premises.
- 4.3 No Service Termination Charge is payable in respect of Leased Lines.

5 TERMINATION OUTSIDE COMMITTED PERIOD OR SUBSEQUENT CONTRACT PERIOD – ALL SERVICES

- 5.1 If the Customer wishes to cancel the Contract or a Service on (or after) the expiry of the Committed Period or any Subsequent Contract Period, and has given 2 Circles Communications the required 30 days' prior notice (90 days for Leased Lines), it will end at the expiry of the relevant notice period, unless the Customer requests that it ends on an earlier date.
- 5.2 Having given notice as detailed above, the Customer may request that the Contract or Service (as the case may be) ends on a date prior to the end of the notice period.
- 5.3 If the Customer makes a request for the Contract or Service (as the case may be) to end before the end of the notice period, it will end on the date agreed between the Customer and 2 Circles Communications, but the Customer will remain liable to pay the Charges in respect of the full notice period.