



TERMS & CONDITIONS

OUR TERMS

This agreement sets out your legal rights as a customer of NWP Street limited (“**NWP**”) and the terms and conditions of your use of this NWP’s public payphones (“**NWP Phone**”).

Your agreement with NWP in relation to the use of the NWP Phone is comprised of:

- (a) the terms and conditions set out below (the “**Terms**”); and
- (b) the charges applicable for the use of the NWP Phone, which are set out in Appendix 1 (the “**Charges**”).

1 THE TERMS

- 1.1 **What these Terms cover:** These Terms comprise the terms and conditions under which we provide you with payphone services on the NWP Phone (the “**Services**”).
- 1.2 **Why you should read them.** Please read these Terms carefully before you use the NWP Phone, as they tell you who we are, how we will provide you with the Services, your legal rights as a customer of NWP, and other important information.

2 WHO WE ARE AND HOW TO CONTACT US

- 2.1 **Who we are.** We are NWP Street Limited a company registered in England and Wales. Our company registration number is 04413822 and our registered office is at 33 Golden Square, London, W1F 9JT. Our registered VAT number is GB 238 9402 44
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 731 699 or by writing to us at NWP Street Limited, 33 Golden Square, London W1F 9JT.

3 QUALITY OF THE SERVICES

- 3.1 **Standard of service:** We aim to provide the Services to a high standard at all times. If there are any technical issues which affect the Services, we will attempt to resolve them as soon as reasonably practicable in accordance with our normal repair procedures.
- 3.2 **We are not responsible for delays outside our control.** If our performance of the Services is affected by any event outside of our control, then we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but you may contact us and receive a refund for any Services you have paid for but not received.
- 3.3 **Reasons we may suspend the Services.** We may be required to suspend or terminate the Services in order to:
 - (a) resolve technical problems or make minor technical changes; or
 - (b) update the NWP Phone or Services to reflect changes in relevant laws and regulatory requirements.

4 RESTRICTIONS

- 4.1 **Restrictions on use of the Services:** You must not use the NWP Phone:
 - (a) in a manner which breaches any law, rule or regulation, or which breaches the rights of any third party;

- (b) to make calls which are in any way offensive, indecent, menacing, nuisance or which cause annoyance, inconvenience or needless anxiety to any third party; or
- (c) in any way which we reasonably consider will, or is likely to, affect how we provide the Services to you or any of our customers.

4.2 If we reasonably consider that you are using the NWP Payphones in any of the ways described in paragraph 4.1, we reserve the right to take immediate action to end your call and where appropriate inform the relevant authorities.

4.3 **Technical restrictions:** You must not:

- (a) attach anything directly or indirectly to the NWP Phone or to any equipment that we provide for the purposes of the Services, including the housing containing NWP equipment or the panels that the equipment is attached to; or
- (b) electrically connect anything to any equipment that we provide so that you can use the Services; or
- (c) place or use anything in such a way or position in relation to any equipment, that is capable of transmitting or receiving any message or communication to or from the telephone line connected to the NWP Phone.

5 IF THERE IS A PROBLEM WITH THE SERVICES

5.1 **How to tell us about problems.** If you have any questions or complaints about the Services, or if you suspect that the NWP Phone's security or integrity has been compromised, please contact us. You can contact us by telephoning our customer service team at 0800 731 3699 or by writing to us at NWP Street Limited, 33 Golden Square, London W1F 9JT.

6 PRICE AND PAYMENT

6.1 **Where to find the Charges:** the Charges (which include VAT unless indicated otherwise) are set out in Appendix 1

6.2 **Paying by credit card:** Prior to making the call, your credit card will be pre-authorized for £40 of Charges. If you are approaching the pre-authorized £40 limit during a call, you will be notified by a message. Upon termination of the call, any unused amount of the pre-authorized £40 will be credited to the credit card used for pre-authorization.

6.3 **Calculating Charges:** The amount of Charges payable will be calculated utilising the details recorded by the charging mechanism in the NWP Phone.

7 OUR RIGHT TO MAKE CHANGES

7.1 **Changes to the Charges or Terms:** We may need to change the Charges or Terms, in which case where necessary the changes will be published on the NWP Phone as soon as reasonably possible.

7.2 **Other changes:** we may need to make changes to the Terms meet legal and regulatory requirements, in which case where necessary the changes will be published on the NWP Phone as soon as reasonably possible.

8 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

8.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 8.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.
- 8.3 **When we are liable for damage to your property.** Except as described in paragraph 9.2, we will not pay you more than £10,000 in compensation (even if we have been negligent) in any 12-month period.
- 8.4 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9 PERSONAL INFORMATION

- 9.1 **How we will use your personal information.** We will use any personal information you provide to us solely in relation to the provision of the Services.

10 OTHER IMPORTANT TERMS

- 10.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 10.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.3 **Applicable law and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 10.4 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Ombudsmen Services: Communications via their website at www.ombudsman-services.org/communications.html. The Ombudsmen Services: Communications will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings

APPENDIX 1

CALL CHARGES

CHARGES

Charge Band	Initial Charge (£)	Initial Time (secs)	Additional Charges per Unit Time (£)	Unit Time (secs)
National & 0845	1.00	500	0.01	30
Inland Directory Services	2.00	60	0.10	12
Mobile	1.00	60	0.10	10
International Directory Services	2.00	60	0.10	3
0844 Numbers	1.00	40	0.10	4

Eire	1.00	60	0.10	12
France, Germany, Italy & Spain	1.00	45	0.50	30
International 1	1.00	60	0.10	6
International 2	1.00	30	0.10	3

International Charge Bands

Country Name	Country Code 00+	Charge Band
Afghanistan	93	International 2
Albania	355	International 1
Algeria	213	International 1
American Samoa	1684	International 1
Andorra	376	International 1
Angola	244	International 2
Anguilla	1264	International 1
Antarctica	6721	International 2
Antigua & Barbuda	1268	International 1
Argentina	54	International 2
Armenia	374	International 2
Aruba	297	International 2
Ascension Island	247	International 2
Australia	61	International 1
Austria	43	International 1
Azerbaijan	994	International 2
Bahamas	1242	International 1
Bahrain	973	International 2
Bangladesh	880	International 2
Barbados	1246	International 1
Belarus	375	International 2
Belgium	32	International 1
Belize	501	International 2
Benin	229	International 2
Bermuda	1441	International 1
Bhutan	975	International 2
Bolivia	591	International 2
Bosnia & Herzegovina	387	International 1
Botswana	267	International 2

Brazil	55	International 2
British Virgin Islands	1284	International 1
Brunei Darussalam	673	International 2
Bulgaria	359	International 1
Burkina Faso	226	International 2
Burundi	257	International 2
Cambodia	855	International 2
Cameroon	237	International 2
Cape Verde Islands	238	International 2
Cayman Islands	1345	International 1
Central African Republic	236	International 2
Chad	235	International 2
Chile	56	International 2
China (PRC)	86	International 2
Colombia	57	International 2
Comoros	269	International 2
Congo	242	International 2
Congo, Dem. Rep. of	243	International 2
Cook Islands	682	International 2
Costa Rica	506	International 2
Côte d'Ivoire (Ivory Coast)	225	International 2
Croatia	385	International 1
Cuba	53	International 2
Cyprus	357	International 1
Cyprus North	90392	International 1
Czech Republic	420	International 1
Denmark	45	International 1
Diego Garcia	246	International 2
Djibouti	253	International 2
Dominica	1767	International 1
Dominican Republic	1809	International 1
East Timor	670	International 2
Ecuador	593	International 2
Egypt	20	International 2
El Salvador	503	International 2
Equatorial Guinea	240	International 2
Eritrea	291	International 2
Estonia	372	International 2
Ethiopia	251	International 2

Falkland Islands (Malvinas)	500	International 2
Faroe Islands	298	International 1
Fiji Islands	679	International 2
Finland	358	International 1
French Guiana	594	International 2
French Polynesia	689	International 2
Gabonese Republic	241	International 2
Gambia	220	International 2
Georgia	995	International 2
Ghana	233	International 2
Gibraltar	350	International 1
Greece	30	International 1
Greenland	299	International 2
Grenada	1473	International 1
Guadeloupe	590	International 2
Guam	1671	International 1
Guatemala	502	International 2
Guinea	224	International 2
Guinea-Bissau	245	International 2
Guyana	592	International 2
Haiti	509	International 2
Honduras	504	International 2
Hong Kong	852	International 1
Hungary	36	International 1
Iceland	354	International 1
India	91	International 2
Indonesia	62	International 2
International FreePhone	800	Free, Keypad Enabled
Iran	98	International 2
Iraq	964	International 2
Ireland	353	Eire
Israel	972	International 2
Jamaica	1876	International 1
Japan	81	International 1
Jordan	962	International 2
Kenya	254	International 2
Kiribati	686	International 2
Korea (North)	850	International 2
Korea (South)	82	International 2

Kuwait	965	International 2
Kyrgyzstan	996	International 2
Laos	856	International 2
Latvia	371	International 2
Lebanon	961	International 2
Lesotho	266	International 2
Liberia	231	International 2
Libya	218	International 1
Liechtenstein	423	International 1
Lithuania	370	International 2
Luxembourg	352	International 1
Macao	853	International 2
Macedonia (Former Yugoslav Rep of.)	389	International 1
Madagascar	261	International 2
Malawi	265	International 2
Malaysia	60	International 1
Maldives	960	International 2
Mali Republic	223	International 2
Malta	356	International 1
Mariana Islands & Northern Marianas	1670	International 1
Marshall Islands	692	International 2
Martinique	596	International 2
Mauritania	222	International 2
Mauritius	230	International 2
Mayotte	2696	International 2
Mexico	52	International 2
Micronesia, (Federal States of)	691	International 2
Midway Islands	6998	International 2
Moldova	373	International 2
Monaco	377	International 1
Mongolia	976	International 2
Montenegro	382	International 1
Montserrat	1664	International 1
Morocco	212	International 1
Mozambique	258	International 2
Myanmar	95	International 2
Namibia	264	International 2
Nauru	674	International 2
Nepal	977	International 2

Netherlands	31	International 1
Netherlands Antilles	599	International 1
New Caledonia	687	International 2
New Zealand	64	International 1
Nicaragua	505	International 2
Niger	227	International 2
Nigeria	234	International 2
Niue	683	International 2
Norfolk Island	6723	International 2
Norway	47	International 1
Oman	968	International 2
Pakistan	92	International 2
Palau	680	International 2
Palestinian Settlements	970	International 2
Panama	507	International 2
Papua New Guinea	675	International 2
Paraguay	595	International 2
Peru	51	International 2
Philippines	63	International 2
Poland	48	International 1
Portugal	351	International 1
Puerto Rico	1787	International 1
Qatar	974	International 2
Réunion	262	International 2
Romania	40	International 2
Russia / Kazakhstan	7	International 2
Rwanda	250	International 2
Samoa	685	International 2
San Marino	378	International 1
São Tomé and Príncipe	239	International 2
Saudi Arabia	966	International 2
Senegal	221	International 2
Serbia	381	International 1
Seychelles Republic	248	International 2
Sierra Leone	232	International 2
Singapore	65	International 1
Sint Maarten	1271	International 1
Slovakia	421	International 1
Slovenia	386	International 1

Solomon Islands	677	International 2
Somalia	252	International 2
South Africa	27	International 2
South Sudan	211	International 1
Sri Lanka	94	International 2
St Vincent & Grenadines	1784	International 1
St. Helena	290	International 2
St. Kitts & Nevis	1869	International 1
St. Lucia	1758	International 1
St. Pierre & Miquelon	508	International 1
Sudan	249	International 2
Suriname	597	International 2
Swaziland	268	International 2
Sweden	46	International 1
Switzerland	41	International 1
Syria	963	International 2
Taiwan	886	International 2
Tajikistan	992	International 2
Tanzania	255	International 2
Thailand	66	International 2
Togolese Republic	228	International 2
Tokelau	690	International 2
Tonga Islands	676	International 2
Trinidad & Tobago	1868	International 1
Tunisia	216	International 1
Turkey	90	International 1
Turkmenistan	993	International 2
Turks and Caicos Islands	1649	International 1
Tuvalu	688	International 2
Uganda	256	International 2
Ukraine	380	International 2
United Arab Emirates	971	International 2
Uruguay	598	International 2
US Virgin Islands	1340	International 1
USA / Canada	1	International 1
Uzbekistan	998	International 2
Vanuatu	678	International 2
Venezuela	58	International 2
Vietnam	84	International 2

Wake Island	8081	International 2
Wallis and Futuna Islands	681	International 2
Yemen	967	International 2
Zambia	260	International 2
Zimbabwe	263	International 2