

Unicomm Limited – Terms and Conditions for the Supply of Services and Hardware

1. Basis of contract

- 1.1 The Order constitutes an offer by you to purchase Services and/or Hardware in accordance with these terms and conditions.
- 1.2 The Order shall only be deemed to be accepted when we issue written or electronic acceptance of the Order or (if earlier) when we commence delivery of the relevant Services and/or Hardware to you, at which point and on which date the Contract shall come into existence.
- 1.3 Any advertising issued by us and any descriptions of the Hardware or Services contained on our website or in any brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Hardware described in them. They shall not form part of the Contract or have any contractual force.
- 1.4 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5 Any quotation given by us shall not constitute an offer capable of acceptance and can be revoked or amended by us at any time.
- 1.6 All of these terms and conditions shall apply to the supply of both Services and Hardware except where application to one or the other is specified.
- 1.7 Where the Order includes the provision of:
 - (a) Telephony Services, then Schedule 1 shall apply;
 - (b) Internet Connectivity Services, then Schedule 2 shall apply;
 - (c) Business Mobile Services and/or Mobile Equipment, then Schedule 3 shall apply;
 - (d) Hardware, then Schedule 4 shall apply; and/or
 - (e) On-Premises Support Services, then Schedule 5 shall apply.
- 1.8 You and we shall each comply with all applicable anti-bribery laws.
- 1.9 If you require changes to any Services (including but not limited to any site moves) you shall complete a new Order to update or replace the existing Order in respect of the Services to be modified (unless in our sole discretion we agree variation by less-formal means).
- 1.10 You may not cancel any Order (whether for Services or for Hardware) without our written consent. Such consent shall be given or withheld at our sole discretion and may be subject to such conditions as we determine (including the payment of a cancellation fee).
- 1.11 Where any Order includes the supply of multiple Services and/or Hardware and/or equipment rental, each Service or Hardware supply or equipment rental (whether or not included on the same Order form) shall be considered a separate Contract, so that any delay or failure to supply any part of the Order shall not entitle the Customer (to the extent that any such entitlement exists) to terminate a Contract in respect of any other part of the Order. By way of example only, the supply of Business Mobile Services shall be considered a separate Contract to the supply of related Mobile Equipment.

2. Your obligations

- 2.1 You shall:
 - (a) ensure that the terms of the Order (and any other information you provide to us) are complete and accurate and that you notify us of any changes to your invoice address or contact details from time to time;
 - (b) co-operate with us and follow our reasonable instructions in all matters relating to the supply of the Hardware or Services;
 - (c) keep secret any user names and passwords used by you or your users and notify any security breach to us immediately;
 - (d) ensure your existing hardware and/or infrastructure meets any minimum specifications notified to you by us or as required by applicable law and is installed and ready for use prior to the commencement of the Services;
 - (e) not sell or attempt to resell the Services to any person unless permitted by the Order;
 - (f) comply with all applicable law in your use of the Services and not use the Services for any unlawful activity or purpose (including the use of unlawful or unauthorised SIM gateways) or in a manner which causes nuisance to any person or unlawfully infringes any person's rights or impairs the quality of the Services (nor allow any person to use the Services in such manner);
 - (g) notify us immediately if you become aware that any person is using the Services in breach of clause 2.1(f) above;
 - (h) indemnify us and keep us indemnified against all costs, losses, expenses, claims and demands we may suffer or incur as a result of your breach of clause 2.1(f) above;
 - (i) consent (and do hereby consent) to us co-operating with law enforcement agencies and relevant copyright holders who reasonably demonstrate a breach of clause 2.1(f) above, including but not limited to the supply by us of your name, address and relevant account information;
 - (j) comply with any fair usage policy or acceptable use policy we may issue from time to time;
 - (k) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (l) where we supply any routers or other hardware or equipment to you other than pursuant to a sale of Hardware (**Supplier Property**), remain liable for the Supplier Hardware all times, insure it against all applicable risks, retain possession of it, return it to us promptly on demand, not attempt to service or repair it or make any other changes to it without our consent and only use it in accordance with our instructions. This sub-clause applies whether the Supplier Property is rented to you or loaned to you free of charge;
 - (m) (where relevant) prepare your premises for the supply of the Services in accordance with our instructions (including the provision of suitable rack space for any required routers or other rack-mounted hardware and the provision of appropriate PTSN line(s) where the Order includes ADSL connectivity) and you shall be responsible for making good your premises after any work carried out by us or our representatives;
 - (n) where our employees or representatives visit your site, you will take all reasonable steps to ensure their health and safety;
 - (o) not allow any unauthorised user or any third party to access, use, modify, or interfere with in any way the Supplier Property and/or the Services, and you shall take all reasonable security precautions to avoid such unauthorised access or use;
 - (p) not reverse (or permit anyone else to reverse) the charges on any telephone call;
 - (q) provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation, telecommunication systems and other facilities as reasonably required by us to provide the Services, such access to be provided within 7 days of any request; and
 - (r) provide us with such information and materials as we may reasonably require in order to supply the Services (including completing any additional forms required by us or our suppliers or delivery partners) and ensure that such information is complete and accurate in all material respects.

- 2.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation (**Your Default**):

- (a) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations in each case to the extent Your Default prevents or delays our performance of any of our obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 2.2; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

- 2.3 Where you terminate your services contracts or other arrangements with third parties in order to receive Services from us, you shall remain liable to pay any charges outstanding to such third parties (whether termination fees, outstanding charges for the remainder of a contractual term or otherwise) and you acknowledge and agree that we shall have no liability whatsoever for such charges.

3. Our obligations

- 3.1 We shall supply any Services to you in accordance with the Order in all material respects.
- 3.2 We shall use our reasonable endeavours to meet any performance dates for the Services specified in the Order (or as otherwise agreed between us in writing), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 3.3 We warrant to you that the Services will be provided using reasonable care and skill. We do not guarantee that any Services will be available continuously and/or fault-free.
- 3.4 We shall have no liability whatsoever for any disruption to Services caused by any act or omission (including configuration changes) by you, your employees, subcontractors or other representatives.
- 3.5 Where our employees or representatives visit your site, we shall comply with your reasonable health and safety requirements notified to us.
- 3.6 We may from time to time need to modify, suspend or discontinue any part of the Services for reasons beyond our control (whether to comply with law, the requirements of our suppliers or otherwise). In such circumstances, we shall provide you with as much notice of the modification, suspension or discontinuance as we are reasonably able but shall have no liability to you for any such changes.
- 3.7 We shall provide you with an internet portal account through which you may access and configure certain of the Services. We shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours per day but we shall have no liability whatsoever in respect of any period in which you are unable to access the portal.
- 3.8 We shall provide support services in respect of any Telephony Services or Internet Connectivity Services on the following terms:
 - (a) We will investigate any fault that is reported to us according to our standard procedures for the Service in question (which are available on request). We shall use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents according to our standard procedures for the Service in question.
 - (b) If we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us an extra charge at the applicable rate set out in our tariffs in force at the time.
 - (c) If you notify us there is a fault in a Service and we find either that there is not or that you, someone at your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, or the fault originates from equipment or an internet connection not provided by us, we may charge you for any work we have carried out to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than us, and we are not responsible for fixing any faults not caused by us.
 - (d) During any fault investigations, we may require you to carry out tests and we will require you to feedback any results of these tests to allow us to follow our standard procedures and conclude our investigations.
 - (e) Where a fault reported is deemed to be caused by a router provided by us, we will replace this as long as the current router is within its warranty period. We will deliver a new router to you as soon as reasonably possible, pre-configured with the username and password and any IP addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt by us of the original faulty router. If the router is outside of its warranty period, the new router is chargeable and will show on your next invoice.
 - (f) Our obligations in this clause shall apply only to any part of the Service provided by us. For the avoidance of doubt, we shall have no liability to repair any defects:
 - (i) originating on the local network side of any router supplied by us;
 - (ii) originating within or on the local network side of any router not supplied by us; or
 - (iii) in the case of Telephony Services, where the defect originates from an internet connection not provided by us.

4. Charges and payment

- 4.1 The prices for Services and Hardware are as described in the relevant schedules. We shall be entitled to increase the ongoing charges for the Services as set out in the Schedules and also to reflect any increase in the costs of our own suppliers in respect of such Services.
- 4.2 We shall be entitled to invoice you:
 - (a) in respect of Hardware, on delivery or installation;
 - (b) in respect of On-Premises Support Services, annually in advance;
 - (c) in respect of any per-call telephone charges, monthly in arrears; and
 - (d) in respect of all other Services, monthly in advance.
- 4.3 You shall pay each invoice submitted by us:
 - (a) immediately, unless we (at our sole discretion) agree payment terms with you, in which case you shall pay our invoice within any credit terms agreed by us and confirmed in writing to you or set out in the Order; and
 - (b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.
- 4.4 Where we agree credit terms we shall be entitled to revoke them if you fail to pay any amount by its due date or if (whether as a result of credit reference checks undertaken by us or otherwise) we have reasonable grounds to believe your financial position has deteriorated since the credit terms were agreed.

- 4.5 We prefer direct debit payments for all Services. Where you do not agree to pay by direct debit we shall be entitled to levy an administration charge on each invoice (in accordance with our administration charges in force from time to time).
- 4.6 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Hardware at the same time as payment is due for the supply of the Services or Hardware.
- 4.7 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 8 (Termination), you shall pay interest on the overdue sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until payment of the overdue sum, whether before or after judgment. We shall also be entitled to levy an administration fee for late payment (in accordance with our administration fees in force from time to time). You shall indemnify us for all costs, losses and expenses (including legal expenses) incurred by us in the event we have to commence formal recovery of any unpaid sum from you.
- 4.8 All amounts due from you under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.9 We shall not be responsible for any charges resulting from fraudulent and/or unauthorised use of the Services by you, your end users or any other third parties and you agree to pay all additional charges related to such fraudulent and/or unauthorised use. You shall be responsible for taking all necessary steps to combat fraudulent and/or unauthorised use of the Services.
- 5. Intellectual property rights**
- 5.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us or our licensors.
- 5.2 We grant to you a non-exclusive, non-transferable, royalty-free licence to use the Services and any deliverables supplied pursuant to the Services. The term of such licence shall expire on the termination of the Contract. Where the Services include access to any software, you shall not attempt to copy nor (except as permitted by law) decompile or modify the software nor shall you be entitled to sub-license your right to use such software (save as permitted by us from time to time).
- 5.3 You grant to us a non-exclusive, royalty-free licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.
- 6. Confidentiality**
- 6.1 You and we both undertake that we shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 6.2.
- 6.2 Each of us may disclose the other party's confidential information:
- to our employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our obligations under the Contract. We shall each ensure that our employees, officers, representatives, subcontractors or advisers to whom we disclose the other party's confidential information comply with this clause 6; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3 Neither of us shall use the other party's confidential information for any purpose other than to perform our obligations under the Contract.
- 7. Limitation of liability**
- 7.1 Nothing in these terms and conditions shall limit or exclude our liability for:
- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - defective products under the Consumer Protection Act 1987.
- 7.2 Subject to clause 7.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of use or corruption of software, data or information;
 - loss of use of any internet or telephone connection;
 - loss of or damage to goodwill; and
 - any indirect or consequential loss.
- 7.3 Subject to clause 7.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to:
- in the case of an Order for Hardware, the charges paid by you to us pursuant to the Order out of which the liability arose; and
 - in the case of an Order for Services, the charges paid by you to us pursuant to the Order out of which the liability arose during the previous six months (or the charges anticipated to be paid during the first six months where the relevant Services have not yet been supplied for that period).
- 7.4 You acknowledge that we are dependent on our own service providers in respect of any Telephony Services, Internet Connectivity Services or Business Mobile Services provided to you and are not the provider of the service technology. Where any liability referred to at clause 7.3 results from the acts or omissions of our service providers, our total liability to you and our other customers affected by the event giving rise to the liability shall be limited in aggregate to the amount we are able to recover from our relevant service providers in respect of such event.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6 You accept and acknowledge that the Services are not guaranteed to be secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.
- 7.7 Where call routing uses internet protocols, you acknowledge that call quality and availability can be subject to factors outside of our control (such as bandwidth contention or quality of service). We shall not be liable to you in respect of any quality or availability issues with such a Service.
- 7.8 This clause 7 shall survive termination of the Contract.
- 8. Term and Termination**
- 8.1 Where the Contract includes Services, they shall continue for the minimum period set out in the Order or the relevant schedule to these terms and conditions, or if no such minimum term is specified, 36 months (**Initial Term**) and shall automatically extend for a further period equal to the duration of the Initial Term or such duration as the relevant schedule states (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate the Services at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 8.2 You acknowledge that any request to migrate or port any of the Services (whether in relation to Business Mobile Services or otherwise) will not reduce the term of the Contract nor affect your obligation to pay us for such Services in respect of the Initial Term or any Extended Term. Furthermore, you acknowledge that our own service providers may impose an administration fee for any services you port away from us and we shall be entitled to invoice you for any such fees.
- 8.3 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:
- you fail to pay any amount due under the Contract (or any other contract between us) on the due date for payment;
 - you commit a material breach of your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 30 days after receipt of notice in writing to do so;
 - you are or are deemed to be insolvent or you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
 - you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
 - your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 8.4 Without affecting any other right or remedy available to us, we may suspend the supply of Services (or any of our obligations in respect of them) or all further deliveries of Hardware under the Contract or any other contract between us if:
- you fail to pay any amount due under the Contract on the due date for payment;
 - you are in material breach of your other obligations under the Contract;
 - we reasonably believe the Services are being used in a manner contrary to clause 2.1(f); or
 - you become subject to any of the events listed in clause 8.3(c) to clause 8.3(e), or we reasonably believe that you are about to become subject to any of them.
- You acknowledge that re-connection of any Service following suspension may incur an additional fee and your obligation to pay any fixed charges in respect of the Services shall continue during any period of suspension.
- 9. Consequences of termination**
- 9.1 On termination of the Contract:
- you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Hardware supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; and
 - you shall return all Supplier Property, Mobile Equipment and any Hardware which has not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping. If you fail to return them to us in a reasonable condition (subject to fair wear and tear) we shall be entitled to invoice you for a sum equal to their original cost (less any depreciation) together with any additional costs incurred by us.
- 9.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 9.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 10. Force majeure**
- We shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of our obligations under the Contract if such delay or failure result from an event, circumstance or cause beyond our reasonable control (including for the avoidance of doubt any acts or omissions of third party telecommunications or network service providers on whom our Services may depend or the non-availability of any Hardware, Mobile Equipment or other equipment) (**Force Majeure Event**).
- 11. General**
- 11.1 Assignment and other dealings**
- We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
 - You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
- 11.2 Notices**
- Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to a director (if a company), member (if a limited liability partnership) or partner (if a partnership).
 - Any notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.
 - This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 11.4 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 11.6 **Entire agreement.**
- (a) The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) We each acknowledge that in entering into the Contract we do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. We each agree that we shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 11.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.8 **Variation.** We may make changes to these terms and conditions from time to time. We shall publish the changes on our relevant website and notify you by email. The changes will be effective when published. You are encouraged to review the latest terms and conditions on a regular basis. You understand and agree that the express acceptance of updated terms and conditions or the use of the Services after the date of publication shall constitute your agreement to any updated terms and conditions.
- 11.9 **Publicity.** We shall be entitled to state that you are our customer on our sales and promotional material (including reasonable use of your logos in such material) without your prior consent.
- 11.10 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

12. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

12.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Mobile Services: the telecommunications services provided by a third party mobile telecommunications network and made available by us to you.

Contract: the contract between you and us for the supply of Services and/or Hardware in accordance with these terms and conditions.

Force Majeure Event: has the meaning given to it in clause 10.

Hardware: the hardware (if any) set out in the Order.

Internet Connectivity Services: the provision of internet connectivity, including but not limited to leased lines and fibre broadband.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mobile Connection: the connection of any item of Mobile Equipment or any SIM card to the Business Mobile Services.

Mobile Equipment: the mobile device(s) (if any) and associated equipment detailed in the relevant Order and supplied to you on the terms set out in such Order.

On-Premises Support Services: maintenance and support services relating to on-premises telephone systems.

Order: your order for the supply of Services and/or Hardware, as set out in your purchase order form (whether submitted by post or email or signed electronically).

Services: the Telephony Services, the Internet Connectivity Services, the Business Mobile Services, the On-Premises Support Services and/or any other services supplied by us to you as set out in the Order.

Telephony Services: any services relating to telephony (other than mobile telephony), including but not limited to hosted PBX services, the provision of analogue or digital telephone lines and call routing services.

12.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) A reference to **writing** or **written** includes email but excludes fax.

Schedule 1 – Telephony Services

1. Hosted PBX

1.1 You acknowledge that the hosted PBX service and its connection to the telephone network are reliant on internet connectivity and we shall have no liability whatsoever for a failure of the Service resulting (in part or in whole) from interruptions to your or our internet connection or any degradation in the speed thereof.

1.2 We shall, at your request, make configuration changes to your hosted PBX instance, subject to a fair usage policy. In particular, we shall be entitled to charge you (at our hourly consultancy rates in force from time to time) for changes where we (acting reasonably) determine that you have requested an excessive amount of changes in a given period.

1.3 You agree that you do not own any telephone numbers used by you (whether assigned to you by us or our suppliers or whether ported by you). We shall endeavour to allow you to retain any such telephone numbers but shall have no liability where we are unable to do so.

1.4 We shall endeavour to ensure the hosted PBX service is available at all times and in the event of any failures we shall use our reasonable endeavours to secure a prompt resolution from our own suppliers in accordance with their service level agreements.

1.5 The service fee for the hosted PBX service shall be as set out in the Order. We shall be entitled to increase such charges by up to 5% per annum on 30 days' prior written notice to you and as set out at clause 4.1.

2. Telephone lines

2.1 The line rental charges and call charges for all telephone lines shall be in accordance with the tariff indicated in the Order (or otherwise agreed between us in writing) and in accordance with our advertised rates from time to time, which we shall be entitled to increase on 30 days' notice to you at any time. All per-call charges shall be based upon call and billing data recorded by or on behalf of us and are calculated in accordance with our advertised rates and tariffs from time to time. All per-call charges are calculated per second (rounded up) and may be subject to minimum charges (as notified to you from time to time). Any use of call forwarding services will incur additional charges at the rate applicable to your tariff.

- 2.2 Line rental charges shall accrue from the date of connection.
- 2.3 We shall be entitled to invoice you in respect of any requested changes to line rental services in accordance with our tariffs from time to time in force.
- 2.4 We reserve the right to offset any inbound rebates which may be due to you against any amounts you may owe to us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.

3. Emergency Calls and VoIP services

3.1 In respect of calls to emergency numbers (including but not limited to 999 calls) using Voice over IP you acknowledge and agree that:

(a) the location information received by the emergency services will be limited to the location information provided by you to us for each telephone number (or in the absence of such information, the installation address of the site, which may not be the location from which the call originated);

(b) emergency calls may fail if there is a power failure or connection failure and it is your responsibility to ensure you have adequate resilience in place to protect against any such failure; and

(c) the ability to make emergency calls cannot be guaranteed.

3.2 You shall notify us of the location information for each telephone number and shall promptly notify us of any changes to such location information.

Schedule 2 – Internet Connectivity

4. Basis of Service

4.1 We shall provide the Internet Connectivity Services to you in accordance with the terms set out in the Order. We (or our representatives) may need to carry out a survey of your premises prior to the commencement of the Internet Connectivity Services (**Site Survey**). If the Site Survey demonstrates that the Internet Connectivity Services cannot be provided to you in accordance with the Contract, we shall be entitled to terminate the Contract without further liability to you.

4.2 You agree that you do not own any static IP addresses used by you (whether assigned to you by us, our suppliers or otherwise). You also acknowledge that static IP addresses cannot be guaranteed and we shall have no liability where such addresses are updated.

4.3 Any speeds quoted for ADSL and fibre broadband lines are indicative speeds only. Any speeds quoted as "assured" are contingent on you using the router supplied by us or our suppliers.

4.4 We shall endeavour to ensure that your internet connection is available at all times and in the event of any failures we shall use our reasonable endeavours to secure a prompt resolution from our own suppliers in accordance with the service level agreements between them and us. Where we or our suppliers need to suspend the Internet Connectivity Services for maintenance reasons we shall provide you with as much notice as we reasonably can (having regard to the notice we ourselves receive from our suppliers) and where practicable, will ensure such suspension is carried out in a manner to cause least disruption to you.

4.5 Where indicated in the Order we may agree to specific service levels, which shall apply in addition to these terms and conditions.

4.6 In the event of migration of an existing broadband service to us, you shall comply with our migration procedures in force from time to time. We do not warrant that any migration to our Services will be uninterrupted.

4.7 For the purposes of determining the expiry of the Initial Term and any Extended Term of the Internet Connectivity Services pursuant to clause 8.1 of the General Terms, the Initial Term shall be deemed to commence from the date on which we confirm the Service is active.

4.8 You shall not cancel your underlying telecommunications service with a third party if such cancellation would prevent us providing the Internet Connectivity Services to you. Where you cancel such service in breach of this paragraph, you agree that you shall remain liable to pay us our full charges for the Internet Connectivity Services for the remainder of the applicable contractual term, whether or not we are able to provide such Services to you.

4.9 If we consider that your bandwidth usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), we shall be entitled to take such action as we deem appropriate, including (but not limited to) restricting or suspending your use of the broadband service, or increasing the charges you pay for the broadband service. We shall use reasonable endeavours to inform you in advance if we impose any restrictions on your use of the broadband service.

4.10 To ensure the quality of our broadband service we have a traffic prioritisation process to prioritise business critical applications in the event of exceptional demand, and normally only during business hours of 08.00 to 18.00 Monday to Friday. However, it is unlikely that this will impact the quality of your broadband service.

5. Charges

5.1 The installation fee and ongoing charges for the Internet Connectivity Services shall be as set out in the Order PROVIDED THAT we may increase the installation charges to reflect any facts or circumstances not known (or reasonably foreseeable) by us at the time of the Order (including any such facts or circumstances shown by the Site Survey). If you do not agree to pay the increased installation charges, we shall be entitled to terminate the Contract without further liability to you.

5.2 We shall be entitled to increase the ongoing charges for the Internet Connectivity Services by up to 5% per annum on 30 days' prior written notice to you and as set out at clause 4.1.

Schedule 3 – Business Mobile Services

6. Basis of Service

6.1 For the purposes of determining the expiry of the Initial Term and any Extended Term of the Business Mobile Services pursuant to clause 8.1 of the General Terms, the Initial Term shall be deemed to commence from the earlier of (i) the date on which we confirm the Service is active; and (ii) the delivery to you of any Mobile Equipment. Any upgrade of Mobile Equipment or addition of a new Mobile Connection shall start a new Initial Term in respect of that Mobile Equipment or Mobile Connection only.

6.2 We shall be entitled at our absolute discretion to transfer you to another mobile network operator, provided that the transfer does not result in you incurring any additional costs. Wherever practicable, we shall provide 30 days' written notice of such changes.

6.3 You acknowledge that the Business Mobile Services depend on the availability of telecommunications networks, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Business Mobile Services may fail (including without limitation if there is a power failure or a power cut affecting the whole or part of the Business Mobile Services and/or telecommunications network) or require maintenance without notice.

6.4 You hereby elect (unless otherwise stated in the Order) to waive any rights you may have in respect of any cap on the volume and/or charges which may accrue in respect of your usage of the Business Mobile Services outside the United Kingdom. Unless otherwise stated in the Order, the Business Mobile Services are provided without a bar on premium rate and international calls or any other usage made while in the UK and/or overseas unless you specifically request in writing that we disable such calls and/or usage or we elect to disable such calls and/or usage for our own commercial purposes.

6.5 You must notify us immediately in writing if any Mobile Equipment is lost, stolen or damaged.

6.6 The subscription fee for the Business Mobile Services, together with any rental fee for Mobile Equipment, shall be as set out in the Order. We shall be entitled to increase such

charges by up to 5% per annum on 30 days' prior written notice to you and as set out at clause 4.1.

- 6.7 Any rental fees for Mobile Equipment shall remain payable at all times even if the Mobile Equipment cannot be used for any reason.
- 6.8 In the event of any Mobile Equipment being defective, we shall, for a period of twelve months from the date of delivery of any Mobile Equipment, at our option and without cost to you return the applicable Mobile Equipment to its manufacturer who shall either repair or replace it to make good any defect which shall be proved to our satisfaction to be the result of faulty design, materials or manufacture, provided that we shall have no liability for such defects unless you notify us within 5 Business Days from the date of delivery and within 24 hours of any latent defect arising within such 12-month period. If we repair or arrange for the repair of any Mobile Equipment outside such 12-month period, you shall pay us for any such Service at our then prevailing rates.
- 6.9 If we agree in writing that you will own any Mobile Equipment then ownership will not pass to you until the end of the Initial Term. Where we do not agree that you will own the Mobile Equipment or if the Business Mobile Services are terminated prior to the expiry of the Initial Term, then we will retain ownership of the Mobile Equipment at all times and you will return it to us on demand.
- 6.10 For the purposes of clause 8.1 of this agreement, the Initial Term of any Business Mobile Services shall be 24 months and each Extended Term shall be 12 months.
- 6.11 If you terminate (or purport to terminate) the Business Mobile Services or any Mobile Connection other than in accordance with clause 8.1 or if we terminate the Business Mobile Services or any Mobile Connection under clause 8.3 then you must pay to us the following amounts for the remainder of the Initial Term or the current Extended Term (as the case may be) plus the whole of the subsequent Extended Term where the notice of termination is given within 90 days of the expiry of the Initial Term or current Extended Term (as the case may be):
- (a) 100% of the charges for any terminated Services save for those set out in paragraph 6.11(b) below; and
 - (b) 50% of the monthly average call charges calculated by reference to the mean average of the last three full months' call charges (or if less than three months call charges are available, the average of the months that can be shown).

7. Mobile tariffs

The subscription charges for all Mobile Connections shall be in accordance with the tariff indicated in the Order (or otherwise agreed between us in writing) and in accordance with our advertised rates from time to time. All per-call charges shall be based upon call and billing data recorded by or on behalf of us and are calculated in accordance with our advertised rates and tariffs from time to time. All per-call charges are calculated per second (rounded up) and may be subject to minimum charges (as notified to you from time to time). Any use of call forwarding services will incur additional charges at the rate applicable to your tariff.

Schedule 4 – Hardware

8. Delivery of Hardware

- 8.1 Where we agree to deliver the Hardware, we shall deliver it to the location set out in the Order or such other location as we may agree at any time after we notify you that the Hardware is ready.
- 8.2 Any dates quoted for delivery of the Hardware are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Hardware that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 8.3 If we fail to deliver the Hardware, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Hardware. We shall have no liability for any failure to deliver the Hardware to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions for the Hardware or any relevant instruction related to the supply of the Hardware.
- 8.4 If you fail to take or accept delivery of the Hardware within three Business Days of us notifying you that the Hardware is ready, then except where such failure or delay is caused by our failure to comply with our obligations under the Contract in respect of the Hardware:
- (a) delivery of the Hardware shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which we notified you that the Hardware was ready; and
 - (b) we shall store the Hardware until delivery takes place, and charge you for all related costs and expenses (including insurance).
- 8.5 If ten Business Days after we notified you that the Hardware was ready for delivery you have not taken or accepted delivery of it, we may resell or otherwise dispose of part or all of the Hardware and charge you for any shortfall below the price of the Hardware.
- 8.6 We may deliver the Hardware by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

9. Quality of Hardware

- 9.1 We shall endeavour to assign to you the benefit of any warranties or guarantees offered by the manufacturer of the Hardware (to the extent they are assignable).
- 9.2 You acknowledge that we are a reseller of the Hardware and not the manufacturer and accordingly we accept no liability whatsoever for any defects in the Hardware (save for any damage that you demonstrate to our reasonable satisfaction has been caused by our acts or omissions or those of our agents or subcontractors). Your sole recourse in respect of any such defects shall be under the warranties or guarantees (if any) assigned to you under paragraph 9.1 above.

10. Ownership and risk

- 10.1 The risk in the Hardware shall pass to you on completion of delivery to the agreed location.
- 10.2 You shall not own the Hardware until we receive payment in full for the Hardware.
- 10.3 Until ownership of the Hardware has passed to you, you shall:
- (a) store the Hardware separately from all other goods held by you so that it remains readily identifiable as our property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
 - (c) maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price on our behalf from the date of delivery;
 - (d) notify us immediately if you become subject to any of the events listed in clause 8.3(c) to clause 8.3(e) of the General Terms; and
 - (e) give us such information relating to the Hardware as we may require from time to time.
- 10.4 Subject to paragraph 10.5, you may use the Hardware in the ordinary course of your business (but not otherwise) before we receive payment for the Hardware.
- 10.5 If before ownership of the Hardware passes to you, you become subject to any of the events listed in clause 8.3(c) to clause 8.3(e) of the General Terms, then, without limiting any other right or remedy we may have:
- (a) your right to use the Hardware in the ordinary course of your business ceases immediately; and
 - (b) we may at any time:
 - (i) require you to deliver up all Hardware in your possession which has not been resold; and

(ii) if you fail to do so promptly, enter any premises (whether yours or those of a third party) where the Hardware is stored in order to recover it.

11. Charges

- 11.1 The price for Hardware:
- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in our price list at the date of the Order; and
 - (b) shall (where we do not deliver it in person) be exclusive of all costs and charges of packaging, insurance and transport of the Hardware, which we shall invoice to you.
- 11.2 We reserve the right to increase the price of the Hardware, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Hardware to us that is due to:
- (a) any factor beyond our control (including currency fluctuations or increases in the prices of any manufacturer or distributor);
 - (b) any request by you to change the delivery date(s), quantities or types of Hardware ordered; or
 - (c) any delay caused by your instructions in respect of the Hardware or your failure to give us adequate or accurate information or instructions in respect of the Hardware.

Schedule 5 On-Premises Support Services

12. Basis of Service

- 12.1 We shall supply the On-Premises Support Services during the hours and on the days notified to you in writing (**Support Hours**). You acknowledge that we may make reasonable changes to the Support Hours from time to time.
- 12.2 The On-Premises Support Services shall be provided only in respect of the supported hardware indicated in the Order or as otherwise agreed with you in writing (**Supported Hardware**).
- 12.3 You acknowledge that we may provide the On-Premises Support Services ourselves or through our agents or subcontractors. The On-Premises Support Services may be carried out at the premises where the Supported Hardware is installed or elsewhere at our option.
- 12.4 As part of the On-Premises Support Services we shall:
- (a) as soon as is reasonably practicable after notification by you (but during our usual business hours) carry out, free of any extra charge, any maintenance of and repairs and replacements to the Supported Hardware (including the provision of any necessary materials and spare parts) that may be reasonably requested by you and that are necessary as a result of fair wear and tear arising from the proper operation of the Supported Hardware; and
 - (b) (at our discretion and at our rates in force from time to time) provide additional maintenance, repairs, replacements or site visits not falling into sub-paragraph 12.4(a) above.
- 12.5 For the purposes of sub-paragraph 12.4(a) above, "fair wear and tear" excludes defects arising from misuse, incorrect environmental conditions (including incorrect temperatures and humidity levels), faulty manufacture or design, mains electrical surges or failures, lightning damage, electromagnetic interference and any other accidental or deliberate damage.
- 12.6 For the avoidance of doubt, the Support Services to be provided under sub-paragraph 12.4(a) shall not include:
- (a) making good defects in any cables or wiring;
 - (b) re-programming the Supported Hardware or correcting programming errors caused by any person other than us or our agents or subcontractors; or
 - (c) making good defects in the electricity supply or network provider telephone service and connections.
- #### 13. Your obligations
- 13.1 You must:
- (a) ensure that all alterations to Supported Hardware (including removal and reinstallation to a new site) are carried out by an installer authorised by us;
 - (b) notify us within 10 Business Days of the commencement of any alterations to the Supported Hardware and associated wiring;
 - (c) notify us as soon as possible of any fault in the Supported Hardware or of any work or maintenance that may be necessary. We may at our option repair at our current rates any faults or damage that arise because of your failure to notify us promptly;
 - (d) not allow the Supported Hardware to be moved, interfered with or tampered with and must at all times comply with all reasonable advice given by us in relation to the operation and care of the Supported Hardware. We may at our option repair at our current rates any faults or damage that have been caused by such moving, interference or tampering or by any failure by you to comply with our directions;
 - (e) at your own expense comply with all statutory requirements, bye-laws, obligations, regulations, recommendations or instructions relating to the use or testing of the Supported Hardware. You must obtain and pay for any licences, wayleaves, suitable private wires, jack sockets or any other items necessary for the operation of the Supported Hardware. Suitable electrical supplies where needed shall be provided and maintained by you at your own expense;
 - (f) give us and our representatives unhindered access to the Supported Hardware and you must at your own expense make available mains electrical supply and any other facilities and co-operation as may be necessary for the proper and prompt maintenance or repair of the Supported Hardware; and
 - (g) maintain an environment suitable to support efficient operation of the Supported Hardware.
- 13.2 If any maintenance, repair, replacement, alteration or addition is made to the Supported Hardware other than by us or our authorised installer, we may terminate the On-Premises Support Services with immediate effect and we may retain any charges paid by you in respect of such Services.

14. Charges

- 14.1 The charges for the On-Premises Support Services shall be as set out in the Order.
- 14.2 We shall be entitled to increase the charges for the On-Premises Support Services by up to 5% per annum on 30 days' prior written notice to you. In addition, we shall be entitled to increase the charges to reflect any changes in the nature or quantity of the Supported Hardware from time to time.