

TELEPHONE, BROADBAND AND VoIP MAINTENANCE AGREEMENT

Date of this agreement	
Customer Details (Name, Registered Office, Company number)	
Commencement Date	
Location to which Services shall be provided	
Goods	
Services	<input type="checkbox"/> Telephone <input type="checkbox"/> Broadband <input type="checkbox"/> VoIP
Payment Date	
Additional Services Rate	
Termination compensation	
IMPORTANT NOTICE FOR ALL CUSTOMERS	
<ul style="list-style-type: none"> • BY SUBMITTING AN ORDER TO THE SUPPLIER, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE CUSTOMER AND ITS EMPLOYEES. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5, CLAUSE 6, CLAUSE 14 AND CLAUSE 17. • IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE SUPPLIER WILL NOT SUPPLY THE SERVICES AND/OR HARDWARE TO THE CUSTOMER AND THE CUSTOMER MUST DISCONTINUE THE ORDERING PROCESS. 	
We hereby agree to the terms of the Agreement annexed to this Order.	
Signed by MARC BANYARD for and on behalf of DATATECH UK LIMITED Director
Signed by for and on behalf of Director

AGREEMENT STRUCTURE:

The sections of this Agreement (**'the Agreement'**) that shall apply to the Customer depend on what the Customer has ordered from the Supplier.

- The General Terms and Conditions will always apply.
- The VoIP Services Terms and Conditions will apply if the Customer has ordered any of the VoIP Services.
- The Broadband Services Terms and Conditions will apply if the Customer has ordered any of the Broadband Services.
- The Telephone Services Terms and Conditions will apply if the Customer has ordered any of the Telephone Services.

Priority of Documents Forming the Agreement

In the event of any conflict between the provisions of documents making up the Agreement, the General Terms and Conditions shall take precedence.

The Customer's attention is particularly drawn to the provisions of clause 17 (Limitation of liability).

1. The General Terms and Conditions

1.1 The following terms and conditions apply to the provision of the Services ('**General Terms and Conditions**').

2. Interpretation

The following definitions and rules of interpretation apply in the Agreement.

2.1 Definitions:

Broadband Services: has the meaning given in the Broadband Services and Terms Conditions.

Broadband Terms: has the meaning given in the Broadband Services and Terms Conditions.

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

Charges: has the meaning given in clause 12.1.

Commencement Date: has the meaning given in clause 3.2.

Conditions: the General Terms and Conditions, the VoIP Terms, the Broadband Terms the Telephone Terms as amended from time to time in accordance with clause 21.8.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Maintenance Services, who need to know the confidential information in question (**Representatives**) to the other party and that party's Representatives in connection with these terms, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contract: the contract between the Supplier and the Customer for the supply of Hardware and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Hardware and/or Services from the Supplier.

Data Protection Policy: the Supplier's data protection policy set out at www.datatechuk.com as amended by notification to the Customer from time to time.

Delivery Location: has the meaning given in clause 5.1.

End-User Licensed Software: means any software, the licence terms of which are governed by a separate agreement with the licensor of such software.

Force Majeure Event: has the meaning given to it in clause 19.

Hardware: the hardware (or any part of them) set out in the Order.

Hardware Specification: any specification for the Hardware, including any relevant plans or drawings, that is agreed by the Customer and the Supplier.

Initial Term: a period of 12 months commencing on the Commencement Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Network: the computer, broadband or telephone network (as the case may be) where the Supplier provides the Hardware and/or Services to the Customer in accordance with these Conditions.

Order: the Customer's order for the supply of Hardware and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Services: the Broadband Services, Telephone Services and/or VoIP Services supplied by the Supplier to the Customer as set out in the Service Specification and as requested in the Order.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: Datatech UK Limited (Company registered in England and Wales with company number 05696509) whose registered office is situated at Prospect House, Fishing Line Road, Redditch B97 6EW.

Supplier Materials: has the meaning given in clause 11.1(g).

Supplier Price List: means the notes, descriptions and definitions of, criteria for use of, and the list of prices and tariffs which are charged to customers for Services which may be amended by the Supplier from time to time. The Supplier Price List is available on written request by the Customer to the Supplier.

Telephone Services: has the meaning given in the Telephone Services and Terms Conditions.

Telephone Terms: has the meaning given in the Telephone Services and Terms Conditions.

Term: the term of the Contract.

Termination Compensation: the sums calculated in accordance with the Order in order to compensate the Supplier for the loss of this Agreement if the Customer wishes to terminate this Agreement for convenience pursuant to clause 18.2 before the expiry of the Initial Term.

VoIP Services: has the meaning given in the VoIP Services and Terms Conditions

VoIP Terms: has the meaning given in the VoIP Services and Terms Conditions.

2.2 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) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) 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.
- (e) A reference to **writing** or **written** includes email.

3. Basis of contract

- 3.1 The Order constitutes an offer by the Customer to purchase Hardware and/or Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Hardware or illustrations or descriptions of the Services contained in the Supplier's catalogues or 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.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of seven Business Days from its date of issue.
- 3.6 These Conditions shall apply to the supply of both Hardware and Services except where application to one or the other is specified.

4. Hardware

- 4.1 The Hardware is described in the Supplier's catalogue, as specified in the Hardware Specification (where applicable).
- 4.2 The Supplier reserves the right to amend the Hardware Specification if required by any applicable statutory or regulatory requirement or for operational reasons and the Supplier shall notify the Customer in any such event.

5. Delivery of Hardware

- 5.1 The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Customer's expense.
- 5.2 The Supplier shall deliver the Hardware to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Hardware is ready.
- 5.3 Delivery of the Hardware shall be completed on the completion of unloading of the Hardware at the Delivery Location.
- 5.4 Any dates quoted for delivery of the Hardware are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Hardware that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 5.5 If the Supplier fails to deliver or procure the delivery of the Hardware, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement hardware of similar description and quality in the cheapest market available, less the price of the Hardware. The Supplier 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 the Customer's failure to provide the Supplier with adequate delivery instructions for the Hardware or any relevant instruction related to the supply of the Hardware.
- 5.6 If the Customer fails to take delivery of the Hardware within three Business Days of the Supplier notifying the Customer that the Hardware are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its 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 the Supplier notified the Customer that the Hardware were ready; and

- (b) the Supplier shall store the Hardware until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.7 If ten Business Days after the Supplier notified the Customer that the Hardware were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Hardware and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Hardware or charge the Customer for any shortfall below the price of the Hardware.
- 5.8 The Supplier 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 the Customer to cancel any other instalment.

6. Quality of Hardware

- 6.1 The Hardware supplied to the Customer shall:
 - (a) conform in all material respects with their description and the Hardware Specification;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 6.2 The Customer may reject any Hardware delivered to it that does not comply with clause 6.1 provided that:
 - (a) notice of rejection is given to the Supplier:
 - (i) in the case of a defect that is apparent on normal visual inspection, within five Business Days of Delivery;
 - (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and
 - (b) none of the events listed in clause 6.3 apply.
- 6.3 The Supplier shall not be liable for the Hardware' failure to comply with clause 6.1 if:
 - (a) the Customer makes any further use of such Hardware after giving a notice in accordance with clause 6.2(a);
 - (b) the defect arises because the Customer failed to follow the provided oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Hardware Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Hardware without the written consent of the Supplier;

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Hardware differs from the Hardware Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.4 If the Customer rejects the Hardware under clause 6.2 then the Customer shall be entitled to require the Supplier to repair or replace the rejected Hardware.

6.5 The terms of this Agreement shall apply to any repaired or replacement Hardware supplied by the Supplier.

6.6 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Hardware' failure to comply with clause 6.1.

7. Title and risk

7.1 The risk in the Hardware shall pass to the Customer on completion of delivery.

7.2 Title to the Hardware shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Hardware.

7.3 Until title to the Hardware has passed to the Customer, the Customer shall:

- (a) ensure that they remain readily identifiable as the Supplier's 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 them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 18.3(c) to clause 18.3(k); and
- (e) give the Supplier such information relating to the Hardware as the Supplier may require from time to time.

7.4 The Customer shall have no right to resell the Hardware.

7.5 The Customer must only use the Hardware for the purposes of the Services.

7.6 If before title to the Hardware passes to the Customer the Customer becomes subject to any of the events listed in clause 18.3(c) to clause 18.3(k), then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:

- (a) require the Customer to deliver up all Hardware in its possession; and

- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Hardware are stored in order to recover them.

8. Supply of Services

- 8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Supplier reserves the right to amend the Service Specification if necessary, to comply with any applicable law or regulatory requirement, or its own operational or business need, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 8.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Modification to the Services

- 9.1 Subject to the terms of the Agreement, the Customer may request a change to the Services by submitting a request in writing.
- 9.2 The change request shall contain sufficient information to enable the Supplier to submit a response.
- 9.3 The Supplier shall supply to the Customer a written response confirming whether or not the Supplier would be prepared to accept the changes and may specify in such notice any additional Charges that would result from the change and/or any changes to existing Charges;
- 9.4 The Customer shall notify the Supplier in writing within 14 days of the date that it receives the Supplier's response whether or not it would like to proceed with the change. This notification shall constitute as an Order.
- 9.5 The Order shall only be deemed accepted if the Supplier acts in accordance with clause 3.2.

10. Suspension

- 10.1 The Supplier may, from time to time and without notice, suspend the Services in any of the following circumstances:
 - (a) during any technical failure, modification or maintenance of the systems by which the Services are provided; or

- (b) because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer and/or user security.
- 10.2 The Supplier shall endeavour to restore the Services suspended in accordance with this clause as soon as reasonably practicable.
- 10.3 The Customer shall remain liable for all Charges levied in accordance with the Agreement during any period of suspension arising from the circumstances described in clause 10.1 of the General Terms and Conditions, clause 6 of the VoIP Terms, clause 7 of the Broadband Terms or clause 8 of the Telephone Terms.
- 10.4 The Supplier may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice if the Customer allows anything to be done which in the Supplier's reasonable opinion may have the effect of jeopardising the operation of the Network or the Services, or if the Services are being used in a manner prejudicial to the interests of the Supplier.
- 10.5 If the Supplier has suspended the Services in accordance with clause 10.1 or 10.4 of the General Terms and Conditions, the Supplier shall restore the Services when the circumstance described in said clause are remedied.

11. Customer's obligations

- 11.1 The Customer shall:
 - (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Hardware Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) 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;
 - (f) comply with all applicable laws and codes of practice, including health and safety laws;
 - (g) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

- (h) comply with any additional obligations as set out in the Service Specification and the Hardware Specification.

11.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 11.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

12. Charges and payment

12.1 The price for the Services and Hardware (**'Charges'**):

- (a) shall be the price set out in the quotation; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Hardware.

12.2 The Supplier reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- (b) increase the price of the Hardware, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Hardware to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Hardware ordered, or the Hardware Specification; or

- (iii) any delay caused by any instructions of the Customer in respect of the Hardware or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Hardware.
- 12.3 Save where the cost of the Hardware is included in the charges for the Services, in respect of Hardware, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer monthly in advance.
- 12.4 Payments in respect of the Services will be taken each month by way of direct debit on the 15th day of each month.
- 12.5 In the event that the Customer does not agree to make payment of all amounts and Charges by way of direct debit, each invoice will be due and payable in full within 7 days of the date of that invoice.
- 12.6 The Customer shall pay each invoice submitted by the Supplier in respect of the Hardware:
 - (a) immediately on receipt of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, andtime for payment shall be of the essence of the Contract.
- 12.7 All amounts payable by the Customer 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 the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier 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.
- 12.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 18 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 12.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 18 (Termination), the Supplier shall have the right to suspend its provision of the Services without prior notice to the Customer until such time as all payments due under the Conditions in respect of the Services have been paid in full (in cleared funds).
- 12.10 All amounts due 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).

13. Intellectual property rights

13.1 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 the Customer) shall be owned by the Supplier.

14. End User Licensed Software

14.1 The Services may be dependent upon End-User Licensed Software. If the Customer does not accept the licence terms of any End-User Licensed Software, the Supplier shall have no liability for any failure to provide the Services to the Customer if the Services depend on the use of the End-User Licensed Software.

14.2 Where the Customer accepts the terms of an End-User Licensed Software, the license shall exclusively comprise the Customer's rights and remedies in respect of such End-User Licensed Software. The Agreement shall not take precedence.

15. Data protection and data processing

15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 15, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

15.2 In performing its obligations pursuant to these terms, the Supplier and the Customer shall comply with the Data Protection Policy.

15.3 The Supplier may, at any time on not less than 30 days' notice, revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

16. Confidentiality and compliance with policies

16.1 The term Confidential Information does not include any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

- (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) was known to the receiving party before the information was disclosed to it by the disclosing party;
- (e) the parties agree in writing is not confidential or may be disclosed; or
- (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

16.2 Each party shall keep the other party's Confidential Information confidential during the Term and for a period of two years thereafter and shall not:

- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations pursuant to these terms ('Permitted Purpose'); or
- (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

16.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

- (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 16.

16.4 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

16.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in these terms, are granted to the other party, or are to be implied from these terms.

16.6 The above provisions of this clause 16 shall continue to apply after termination of these terms.

16.7 In performing its obligations pursuant to these terms, the Customer shall comply with the Data Protection Policy.

17. Limitation of Liability

17.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence; or
 - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 17.2 Subject always to clause 17.1, the Supplier shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - (a) any loss (whether direct or indirect) of profits, business, revenue, or goodwill; or
 - (b) any special, indirect or consequential loss, costs, damages, charges or expenses however arising pursuant to these terms.
- 17.3 Subject always to clause 17.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to 100% of the amount paid by the Customer to the Supplier during the 12 month period immediately preceding the date on which the cause of action first arose.
- 17.4 The Customer may not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 17.5 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in sufficient detail to give the Supplier the opportunity to remedy any breach or default which might otherwise give rise to a claim in respect of such an event.
- 18. Termination**
- 18.1 These terms shall commence on the Commencement Date. Subject to clause 18.2 either party may terminate this Agreement for convenience at any time, in whole or in part, on giving not less than 30 days prior written notice to the other party.
- 18.2 If, the Customer wishes to terminate this Agreement for convenience in accordance with clause 18.1, such termination takes effect before the end of the Initial Term, it shall be obliged to pay the Termination Compensation to the Supplier together with any Charges which have been incurred whether or not these are due for payment as at the date of termination or not.

18.3 Without prejudice to any rights that have accrued pursuant to these terms or any of its rights or remedies, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due pursuant to these terms on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;
- (b) the Customer commits a material breach of any material term of these terms (other than failure to pay any amounts due pursuant to these terms) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the Customer:
 - (i) suspends, or threatens to suspend, payment of its debts;
 - (ii) is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (iii) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (iv) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
 - (v) (being a partnership) has any partner to whom any of clause 18.3(c)(i) to clause 18.3(c)(iv) apply.
- (d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

- (i) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the Customer's assets and that attachment or process is not discharged within 1 days;
 - (j) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.3(c) to clause 18.3(i) (inclusive); or
 - (k) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 18.4 Without prejudice to any rights that have accrued pursuant to these terms or any of its rights or remedies, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if required by law, regulation or government or competent regulatory authority.

- 18.5 Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination of these terms shall remain in full force and effect.

- 18.6 Termination of these terms, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

- 18.7 On termination of these terms for any reason, each party shall as soon as reasonably practicable:
 - (a) return or destroy (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information provided to it by the other party or data for the purposes of these terms, including all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) delete (to the extent possible) any proprietary software belonging to the other party and all the other party's Confidential Information from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party;
 - (c) return all of the other party's equipment and materials, failing which the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party remaining in possession shall be solely responsible for their safe-keeping;
 - (d) the Customer shall immediately pay any outstanding amounts owed to the Supplier pursuant to these terms.

18.8 Regardless of its obligations in this clause 18, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under clause 18.7, it shall notify the other party in writing of that retention, giving details of the documents or materials that it must retain. Clause 16 shall continue to apply to any retained documents and materials, subject to this clause 18.

19. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

20. Dispute Resolution

20.1 If any dispute arises in connection with this Agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

20.2 If the dispute is not wholly resolved at that meeting, the parties agree in good faith to settle such a dispute and will do so in accordance with the Ombudsman Services: Communications Alternative Dispute Resolution Scheme procedure.

21. General

21.1 Assignment and other dealings

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

21.2 Notices.

- (a) Any notice to terminate given by the Customer under clause 18.1 of this Agreement shall be in writing and shall be delivered by hand or by pre-paid first class post or other next Business Day delivery service at its registered office or by e-mail.
- (b) Any notice to terminate given by the Customer under clause 18.1 of this Agreement shall only be effective when the Supplier acknowledges in writing to the Customer receipt of the notice to terminate and confirms the actual date of termination.
- (c) Any other notice given to a party under or in connection with this Agreement 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).

- (d) Any other notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; and
 - (ii) 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.
- (e) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (f) For the purposes of clauses 21.2(c), 21.2(d) or (e), “writing” shall not include e-mail or fax.

21.3 **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.

21.4 **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 right or remedy. 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.

21.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, 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.

21.6 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties 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) Each party acknowledges that in entering into the Contract it does 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

- 21.7 **Third parties rights.** Unless it expressly states otherwise, 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.
- 21.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 21.9 **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.
- 21.10 **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.

The VoIP Services Terms and Conditions

The following terms and conditions apply to the provision of VoIP Services ('VoIP Terms').

1. Interpretation

1.1 In the VoIP Terms, the following terms and expressions shall apply.

Broadband: means a fibre to the cabinet or a digital subscriber line (FTTC or DSL).

Customer Equipment: means any telecommunications apparatus or system owned, controlled or housed by the Customer, excluding Service Equipment;

Customer's Premises: means the Customer's premises the address of which is set out in the Order.

IP Centrex Service: means a centrally hosted service for the provision of voice communications over IP networks.

Service Equipment: means equipment (including but not limited to any data collection and call routing devices, routers, switches, handsets and other telecommunications equipment) which the Supplier (or a third party on the Supplier's behalf) may from time to time deliver to and / or install at the Customer's Premises for the purposes of providing the VoIP Services as specified in the Order.

Software: means the VoIP application software used by the Supplier (or a third party on the Supplier's behalf) to provide the IP Centrex Service.

VoIP Services: means the IP Centrex Service, an internet portal account through which the VoIP Services can be controlled online, and any other services which the Customer requested from the Supplier as specified in the Commercial Schedule (including supply, delivery and installation of Service Equipment, training and Broadband connectivity).

2. The Supplier's obligations

2.1 The Supplier shall respond to any reported fault with the VoIP Services as soon as reasonably practicable during the Supplier's normal working hours and will use all reasonable endeavours to correct any fault within the Supplier's control.

2.2 The Supplier will use all reasonable endeavours to ensure the security of the VoIP Services but the Customer should be aware that there is always a risk of security being breached for reasons beyond the control of the Supplier, where for instance the VoIP Services is provided through a third-party network.

2.3 The Supplier will use reasonable endeavours to maintain, but does not guarantee, constant access to the internet portal account and the Supplier shall not be liable for any losses caused by any restrictions in such access.

3. Broadband

3.1 In order to use the VoIP Services, it is the Customer's responsibility to procure at its cost a Broadband connection, either through the Supplier or through a third-party supplier.

3.2 Where Broadband is supplied by a third party, the Supplier does not assume and accepts no liability or responsibility whatsoever for the third-party Broadband service.

3.3 The Customer acknowledges that VoIP Services call quality depends on both the specification and availability of the Broadband service to which the Customer is connected and also on the IP or telecommunications network to which the person being called is connected.

4. Installation

4.1 The Supplier or its appointed agent will deliver and install the Service Equipment at the Customer's Premises. The Supplier will use all reasonable endeavours to deliver and install the Service Equipment by such date as it may have advised to the Customer. However, any delivery date given is an estimate only and the Supplier accepts no liability for any delay in delivery however caused.

4.2 Unless or until title to the Service Equipment passes to the Customer in accordance with clause 7, the Customer shall not:

- (a) add to, modify or in any way interfere with the Service Equipment, nor allow anyone other than the Supplier or someone authorised by the Supplier to do so; or
- (b) move the Service Equipment from the Customer's Premises without the prior written consent of the Supplier.

5. Number Porting

5.1 Where access to the VoIP Services is facilitated through BT number porting, the Customer authorises the Supplier (or someone authorised by Supplier) to have the numbers from the BT lines as agreed between the Supplier and the Customer) routed by the Supplier (or someone authorised by Supplier) instead of BT and to forward appropriate details of the Customer's porting application for the VoIP Services to the Supplier (or someone authorised by the Supplier). The Customer will receive advance notification of the change of service from BT to the Supplier (or someone authorised by the Supplier). The Supplier's (or someone authorised by the Supplier) ability to provide the VoIP Services is subject to BT porting the numbers.

5.2 In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to the Supplier. This may result in loss of service for a period of up to 15 days.

5.3 The Customer shall pay to the Supplier an administration fee of £15 plus VAT per number ported.

6. Use of the Service

6.1 The Customer will ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for connection to the telecommunications network.

6.2 The Customer will not do anything that may damage or affect the operation of the telecommunications network.

6.3 If the VoIP Service is to be used to carry alarm signals, then the Supplier will not accept responsibility for lack of VoIP Service or failure to deliver an alarm signal due to:

- (a) the network going down;
- (b) suspension of the Customer's account; or
- (c) reasons outside the Supplier's reasonable control including but not limited to any technical failure of the network; because the network is being tested, modified or maintained or if access to the network is denied.

6.4 The Supplier will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the VoIP Services where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with the Supplier or any Service Equipment.

6.5 Where a Customer terminating telephone number (an A number) is being presented:

- (a) The Customer shall ensure that such A Number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question or that the Customer has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;
- (b) The Customer shall ensure that at all relevant times such A Number is in use and shall notify the Supplier if at any time such A Number is not connected to a terminal or is not capable of receiving calls;
- (c) The Supplier has the right to suspend/withdraw use of the service if it is subsequently found that the Customer is breach of this paragraph 6.5 and the Customer hereby indemnifies the Supplier against any and all losses or claims arising howsoever as a result of any such breach.

- 6.6 The Customer acknowledges that the VoIP Services supports 999/112 public emergency calls but that connections to national emergency call handling agents may not be possible in the event of a service outage caused by loss of Customers' connectivity to the internet for whatever reason. In such circumstances Customers' should use their mobile telephone or other handheld device to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customers' location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.
- 6.7 The Customer acknowledges that the VoIP Services constitutes a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not a full public service.

The Broadband Services Terms and Conditions

The following terms and conditions apply to the provision of Broadband Services ('**Broadband Terms**').

1. Interpretation

1.1 In the Broadband Terms, the following terms and expressions shall apply.

Acceptable Use Policy: means the policy setting out the acceptable use that the Customer can make of the Broadband Service which can be found at www.datatechuk.com.

Broadband Charges: means the charges payable by the Customer in relation to the Broadband Services as set out in the Order or as otherwise agreed between the Supplier and the Customer.

Broadband Equipment: means the Broadband Equipment as set out in the Order.

Broadband Services: means the Broadband services which the Customer requested from the Supplier as specified in the Order.

MAC key: means a migration reference code.

Premises: means the Customer's premises the address of which is set out in the Order.

2. Receiving the Broadband Services

2.1 In the event that the Customer wishes to migrate to the Broadband Services from another provider that Customer shall request a MAC key from its current provider.

2.2 The Supplier does not warrant that the migration to the Broadband Services will be uninterrupted.

2.3 The Customer agrees that once the Supplier or its appointed agent starts work on the technical and operational elements required for provision of the Broadband Services, the Customer shall not have the right to cancel any Broadband Services under the Consumer Protection (Distance Selling) Regulations 2000 or otherwise.

3. Broadband Equipment

3.1 The Supplier or its appointed agent will deliver the Broadband Equipment to the address specified on the Order provided that address is within the United Kingdom.

3.2 Following any upgrade or replacement of Broadband Equipment or disconnection of Broadband Equipment from the Broadband Services, the Supplier reserves the right to request the safe

return of any such Broadband Equipment in which the Supplier retains title pursuant to clause 7 of the General Terms and Conditions from the Customer at the Customer's expense.

3.3 The Supplier reserves the right to charge the Customer the price set out in the Supplier Price List or £50 (whichever is the higher) from time to time for any Broadband Equipment that is not returned to the Supplier in accordance with the provisions of this clause 3.

3.4 In the event that the modem forming part of the Broadband Equipment is faulty, the Supplier or its appointed agent will repair or replace the modem provided that the fault is not caused by any act or omission of the Customer. Replacement items of Broadband Equipment are available on payment of the applicable replacement items fee(s) as notified to the Customer from time to time. The Customer shall return any faulty or replaced items of Broadband Equipment to the Supplier at its own cost.

4. Static IP Address

The Customer will receive a dynamic IP address unless it is eligible and chooses to receive a static IP address. If the Customer is eligible and chooses a static IP address, the Customer acknowledges and accepts that the IP address will be re-assigned to the Supplier or its appointed agent in the event that the Broadband Services is disconnected or terminated for any reason. Broadband Charges may apply for static IP addresses.

5. Broadband Services Connection

5.1 Provided that the Customer has a serviceable BT phone line, connection takes place in the BT exchange and there should be no reason for a Supplier or BT engineer to visit the Customer's Premises. In the event that a BT engineer does need to attend the Customer's Premises for any reason, either prior to connection or during the contract period, then BT's own charges may apply. The Customer shall provide any reasonable cooperation and assistance that may be required to get complete connection to the Broadband Services and agrees to pay any connection fee.

5.2 The Customer acknowledges and accepts that when connecting the Customer's phone line to the Broadband Services, there may be a temporary loss of telephone services or other telecommunications services. The Supplier or its appointed agent will use its reasonable endeavours to keep this disruption to a minimum but the Supplier will not be responsible for any resulting damage, loss or costs caused, unless caused by the Supplier's negligence.

5.3 The Supplier does not warrant or guarantee the speed of the Broadband Services.

5.4 The Customer shall keep its current telephone line provider for the duration of the minimum term and any renewal period (as agreed between the Customer and Supplier). The Customer acknowledges that it may not be able to continue receiving the Broadband Services in the event that the Customer changes its telephone line provider.

5.5 In the event that the Customer current phone line is disconnected for any reason, the Supplier will charge the Customer a reconnection fee of not less than £99 (as the Supplier or its appointed agent will be required to pay a fee for reconnecting the Customer's phone line). If the Customer changes the details of the account for its nominated BT phone line and this leads to BT disconnecting the Customer's phone line then the Customer shall pay a reconnection charge to reactivate the Broadband Services. If the Broadband Services are suspended for failure to pay the Broadband Charges, the Supplier shall charge the Customer a reactivation fee of not less than £99. The Customer shall immediately pay to the Supplier all of the outstanding amounts due under the Contract. The Customer acknowledges and accepts that when the Supplier reactivates the Broadband Services, the Customer shall enter into a new Contract with the Supplier.

6. Broadband Services Cancellation

6.1 The Supplier shall be entitled to terminate the Broadband Services without liability before the Customer has been connected to the Broadband Services:

- (a) if the Customer fails a credit check or pre-authorisation of payments due is not approved;
- (b) the Supplier is not able to provide the Broadband Services to the Customer's Premises by the expected connection date for any reason; or
- (c) if the Customer's Premises is not in a geographical area covered by the Broadband Services.

7. Broadband Services Interruptions

7.1 The Supplier shall be entitled to make changes to its network or the technical specification of the Broadband Services or may need to suspend provision of the Broadband Services for operational or technical reasons. The Supplier shall use all reasonable endeavours to notify Customer in advance of such changes or suspension if it materially affects the Broadband Services.

7.2 In the event that the Supplier reasonably believes that the Customer is using the Broadband Services in breach of its obligations including, without limitation, in breach of the Acceptable Use Policy, the Supplier may without liability or further notice suspend the Broadband Services or in terminate the Broadband Services.

8. Moving Premises

8.1 If the Customer moves Premises and the Customer's new Premises is in an area that is covered by the Broadband Services, the Broadband Services will be moved to the Customer's new Premises. The Customer acknowledges and accepts that a connection fee may be payable.

9. Customer Obligations

9.1 The Customer agrees to comply fully with these Broadband Terms and at all times:

- (a) comply with the Acceptable Use Policy;
- (b) keep the Customer's security information including, without limitation, user name and password, safe and notify the Supplier immediately if the Customer becomes aware of any improper disclosure of its security information or unauthorised use of the Broadband Services;
- (c) ensure that the Customer's equipment and software complies with all applicable laws and standards and that the Customer's equipment and software is compatible with the Broadband Equipment;
- (d) indemnify the Supplier against all losses, liabilities, costs (including legal costs) and expenses which the Supplier may incur as a result of any third-party claims against the Supplier arising from, or in connection with the Customer's misuse of the Broadband Services or breach of these Broadband Terms; and
- (e) all amounts due to the Supplier shall be paid in full (without deduction or withholding except as required by law) and Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

Telephone Services Terms and Conditions

The following terms and conditions apply to the provision of Telephone Services ('Telephone Terms').

1. Interpretation

1.1 In the Telephone Terms, the following terms and expressions shall apply.

Call Charges: the charges for calls made on the Network logged by the Supplier and only by the Supplier calculated in accordance with the relevant Tariff Sheet in force from time to time;

Connection Charge: the charge set out for the connection of each piece of equipment and/or Exchange Line to the Network or connecting the Customer to the Network;

Connection Point: any piece of equipment the Supplier fixes or arranges to be fixed or is used by the Supplier at the Customer's Premises to connect the Customer to the Network and provide the Telephone Services;

Customer Equipment: any equipment owned by the Customer and used in connection with the Telephone Services;

Exchange Lines: any apparatus or equipment the Supplier uses or arranges to use to connect the Customer's Premises to a telephone exchange to provide the Customer with the Telephone Services;

Monthly Rental Charges: the monthly charge for rental of the Supplier Equipment;

Network: any telecommunications network which the Supplier may use in order to provide the Customer with the Telephone Services;

Supplier Equipment: any equipment which is owned or supplied by the Supplier in order to provide the Customer with the Telephone Services;

Premises: the Customer's premises the address of which is set out in the Order at which the Telephone Services will be provided;

Tariffs: the charges for calls made on the Network and as set out in Our Tariff Sheet as varied by the Supplier from time to time;

Tariff Sheet: Our list of Tariffs and other Charges applicable from time to time and which is available on request;

Telephone Services: the telecommunications services which the Supplier agrees to provide the Customer under this Agreement and which are described in the Supplier's service literature;

2. Connection and Supply of Telephone Services

- 2.1 The Supplier does not guarantee that the Telephone Services will be ready by any particular date and the Customer accepts that time is not of the essence.
- 2.2 The Supplier will use reasonable endeavours to provide the Customer with the quality and coverage of Telephone Services reasonably expected.
- 2.3 The Supplier may refuse to connect the Customer to the Network if any of the information provided by the Customer to the Supplier is inaccurate or misleading.
- 2.4 If the Supplier is required to alter the Telephone Services as a result of regulatory or technical changes, the Customer will be responsible for any changes needed to Customer Equipment and will bear the cost of any changes required.
- 2.5 In order for the Supplier to provide the Telephone Services, the Customer must prepare the Premises in accordance with the Supplier's instructions and provide a mains electricity supply. All preparation work and reinstatement work will be the responsibility of and at the cost of the Customer.
- 2.6 The Supplier may have to re-programme Supplier Equipment or Customer Equipment in order to provide the Telephone Services and connect the Customer to the Network. The Customer will be charged for any costs the Supplier incurs in this respect.
- 2.7 The Supplier does not warrant that the Customer's use of the Telephone Services shall be uninterrupted or error-free.
- 2.8 The Supplier may install any Connection Points, Exchange Lines and other ancillary equipment necessary (in the opinion of the Supplier) in order to connect the Supplier's Equipment to the Network.
- 2.9 The Supplier shall be entitled at any time to replace the Supplier's Equipment, or alter any telephone number, or any other code or number allocated by the Supplier to the Customer in connection with the Telephone Services.
- 2.10 The Customer may request the relocation of any Connection Point at the Customer's Premises or the installation of additional Exchange Lines at the Customer's Premises in accordance with clause 9 of the General Terms and Conditions.

3. Use of the Telephone Services

3.1 The Customer agrees to comply fully with these Telephone Terms and at all times:

- (a) comply with any instructions given by the Supplier, or by another telecommunications operator or competent authority where the Telephone Services is provided;
- (b) not to use the Telephone Services:
 - (i) to send or receive or otherwise facilitate any communication or material, which is immoral, indecent, offensive, obscene, defamatory, of a menacing nature, or for any malicious purpose;
 - (ii) in any way that is unlawful or fraudulent, or has an unlawful, illegal or fraudulent purpose or effect; or
 - (iii) to harass, annoy, inconvenience, or cause nuisance or needless anxiety to any person, and

the Customer must not encourage, request, nor allow anyone to use the Telephone Services in any way that is likely to do so;
- (c) not add to, modify or in any way interfere with the Supplier Equipment, nor allow anyone other than the Supplier or someone authorised by the Supplier to do so;
- (d) not move or relocate the Supplier Equipment from the Customer's Premises, nor allow anyone other than the Supplier or someone authorised by the Supplier to do so; or
- (e) not repair or service the Supplier Equipment, nor allow anyone other than the Supplier or someone authorised by the Supplier to do so.

3.2 All rights in relation to any telephone number or any other code or number allocated by the Supplier to the Customer shall be owned by the Supplier. The Customer acknowledges that it shall not acquire any rights or title in any telephone number(s) or any other code or number allocated by the Supplier to the Customer in connection with the Telephone Services.

3.3 The Customer acknowledges and agrees that the Supplier owns and retains all rights, title and interest in and to the Supplier Equipment.

3.4 The Customer must not connect to or use with the Telephone Services any of the Customer Equipment (directly or indirectly), nor allow anyone other than the Supplier to do so, without the prior written consent of the Supplier.

3.5 Subject to clause 3.4 of the Telephone Terms, the Customer will ensure that any of the Customer Equipment connected to or used with the Telephone Services is in good working order and complies with all applicable standards, the relevant safety and security procedures and instructions applicable to the use of the Customer Equipment so as not to impair or restrict the Telephone Services or connection to the Network.

- 3.6 Subject to clause 3.4 of the Telephone Terms, the Customer will ensure that any of the Customer Equipment connected (directly or indirectly) to or used with the Telephone Services is technically compatible with the Telephone Services and approved for that purpose under any relevant legislation.
- 3.7 The Customer will not do anything that may damage or affect or interfere with the operation of the Connection Points, Exchange Lines or Network or any other equipment on the Premises at which the Connection Points, Exchange Lines or Networks are connected.
- 3.8 Subject to clauses 3.4, 3.5 and 3.6 of the Telephone Terms, any of the Customer Equipment connected to the Network must be connected by a Connection Point provided by the Supplier to the Customer.
- 3.9 The Supplier shall be entitled to disconnect any part of the Customer Equipment which, in the reasonable opinion of the Supplier, is likely to cause death or personal injury to any person, damage the Supplier's Equipment, or impair the quality of the Telephone Services.
- 3.10 The Customer must not sell, assign, transfer, mortgage, charge, underlet, declare a trust over, part possession with the Supplier Equipment or any interest that the Customer may have in the Supplier's Equipment directly or indirectly, nor allow anyone other than the Supplier to do so.
- 3.11 The Customer shall indemnify the Supplier for any and all costs, expenses, liabilities, losses, damages (including damage to or loss or theft of the Supplier's Equipment), claims, demands, legal costs and disbursements and judgements arising from, or in connection with the Customer's misuse of the Telephone Services or misuse of the Supplier Equipment or Customer Equipment or in breach of the Telephone Terms.
- 3.12 The Customer consents to the Supplier disclosing the Customer's name, address and account information to the police and any competent authority in connection with any misuse or suspected misuse of the Telephone Services or breach of clause 3.1(b) of the Telephone Terms. The Customer acknowledges and agrees to the Supplier co-operating with the police, any competent authority and any other telecommunications operator for that purpose.

4. Faults

- 4.1 The Supplier shall respond to any reported fault with the Telephone Services as soon as reasonably practicable during the Supplier's normal working hours and will use all reasonable endeavours to correct any fault within the Supplier's control.
- 4.2 The Supplier will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Telephone Services where:
- (a) the fault is caused by any act or omission by the Customer or failure by the Customer to perform any relevant obligation under the Agreement or the Customer's negligence;

- (b) the fault is caused by the Customer Equipment;
- (c) the fault does not lie with the Supplier or the Supplier's Equipment; or
- (d) the Supplier does not find any fault with the Telephone Services.

5. Access to Premises

- 5.1 The Customer will give the Supplier unrestricted access to the Premises in order for the Supplier to provide the Telephone Services, or to inspect, maintain or remove the Supplier's Equipment, or otherwise as is necessary for the Supplier to comply with its obligations under this Agreement. If necessary, the Customer will be responsible for obtaining any necessary consent to allow the Supplier access to the Premises.
- 5.2 The Supplier cannot and will not be held responsible for any failure to comply with its obligations under the Agreement resulting from an inability to gain access to the Premises.

6. Security Deposit

- 6.1 The Supplier may request a security deposit from the Customer in advance of the Supplier:
- (a) connecting the Customer to the Network;
 - (b) reconnecting the Customer or any Exchange Line to the Network, where the Supplier disconnected the Customer for non-payment;
 - (c) providing the Customer with additional Exchange Lines.
- 6.2 If the Customer has paid a security deposit, the Supplier may retain such deposit for all or part of the term of the Agreement.
- 6.3 The Supplier shall be entitled to deduct all amounts due under the Agreement from any deposit paid by the Customer to the Supplier.

7. Charges and Payment

- 7.1 The Customer shall pay to the Supplier, in addition to any other Charges due to the Supplier under the Agreement:
- (a) the Connection Charges;
 - (b) the Monthly Rental Charges;
 - (c) the Call Charges calculated in accordance with the Tariff Sheet.
- 7.2 The Supplier shall be entitled to charge an overtime rate at the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Telephone Services outside normal working hours.

- 7.3 If the Customer attempts to make a payment to the Supplier and that payment is cancelled or dishonoured for any reason, the Customer shall pay to the Supplier an administration fee of £15.
- 7.4 In the event that the Customer is disconnected for any reason, the Supplier will charge the Customer a reconnection fee of not less than £99 (as the Supplier or its appointed agent will be required to pay a fee for reconnecting the Customer).
- 7.5 If the Telephone Services are suspended for failure to pay the Charges, the Supplier shall charge the Customer a reactivation fee of not less than £99. The Customer shall immediately pay to the Supplier all of the outstanding amounts due under the Agreement. The Customer acknowledges and accepts that when the Supplier reactivates the Telephone Services, the Customer shall enter into a new Agreement with the Supplier.

8. Telephone Services Suspension

- 8.1 The Supplier may have to temporarily suspend all or part of the Telephone Services for operational reasons or in the event of an emergency or for the Customer's security or if repairs to/and maintenance of the Network is required. The Supplier will try to give the Customer notice of any such suspension of services.
- 8.2 The Supplier may, from time to time and without notice, immediately suspend the Telephone Services in any of the following circumstances:
- (a) the Supplier has reasonable grounds to suspect that the Customer or someone authorised by the Customer is using the Telephone Services or the Supplier Equipment in breach of clause 3.1(b) of the Telephone Terms; or
 - (b) in the event of loss or theft of any part of the Supplier Equipment or the Customer Equipment.
- 8.3 The Customer shall remain liable for the Monthly Rental Charges in respect of any period during which the Supplier has suspended the Telephone Services.
- 8.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 18 (Termination) of the General Terms and Conditions, the Supplier may disconnect the Customer from the Network without notice. Reconnection will be at the Supplier's sole discretion and provided that the Customer has paid all amounts due under the Agreement (including any reconnection charges) in full and cleared funds.
- 8.5 The Supplier shall not be liable for any Charges incurred by the Customer arising from the diversion of the Customer's calls to another telecommunications provider during any period when the Telephone Services are not available.

9. Telephone Services Cancellation

9.1 The Supplier shall be entitled to terminate the Telephone Services without liability at any time before the Customer is connected to the Telephone Services:

- (a) if the Customer fails a credit check or pre-authorisation of payments due is not approved;
- (b) the Supplier is not able to provide the Telephone Services to the Customer's Premises by the expected connection date for any reason; or
- (c) if the Customer's Premises is not in a geographical area covered by the Telephone Services.

10. Changing Providers

10.1 The Supplier will authorise the transfer of the Telephone Services to a third party telecommunications provider upon receipt of written notice from the Customer in accordance with clause 18.1 of the General Terms and Conditions and request from that telecommunications provider.

10.2 The Supplier reserves the right to withhold authorisation to transfer the Telephone Services where the Supplier has not received notice in accordance with clause 10.1 of the Telephone Terms or where any sum is outstanding under the Agreement and until such time as all payments due under the Agreement in respect of the Services have been paid in full (in cleared funds).

10.3 Where notice is not received in accordance with clause 10.1 of the Telephone Terms and a request is received by the Supplier from the third-party telecommunications provider, the Supplier reserves the right to authorise the transfer of the Telephone Services to that third-party provider. The Customer shall pay to the Supplier the Monthly Rental Charges for the full 30-day notice period, together with all outstanding payments due under the Agreement and a termination fee of £50.