

## Terms and Conditions

### 1. Definitions & Interpretations

1.1 The following definitions apply to these Terms and Conditions:

The Act Communications Act 2003 and amendments to it that may be made from time to time.

**Agreement** This Agreement, along with any amendment Agreements and Amendment Notices that are in force as applicable.

**Artificial Inflation of Traffic or AIT** shall have the meaning given to it in the BT standard interconnect agreement as amended from time to time and for the avoidance of doubt includes any situation where Calls other than Calls to geographic number ranges commencing with the digits 01, 02 or 03: (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of Telecommunications Systems;

**Bolt On** A package for inclusive usage that is added to a Bundle or Tariff. Bolt On usage may be shared or per user as specified in the Tariff

**Bundle** Any monthly subscription which includes an inclusive usage allowance of predefined Call, text or data types

**Business Day** Any day excluding weekends, bank holidays and public holidays.

**Call** A signal, message or communication that can be silent, visual or spoken.

**Cancellation Fee** A fee charged if we end the agreement due to your conduct or if you end your agreement within the Minimum Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Services, cost of handsets, accessories or devices provided free of charge and our payments to operators, network providers, stores or agents.

**Cellular Solutions and Services Limited** The organisation listed on the signature page of this Agreement.

**Charges** Any charges for access to, and use of, Services. These charges may cover (without limitation) fixed periodic charges, usage charges, account administration fees, fees for Connection and Reconnection, a Cancellation Fee (where applicable) and any costs incurred in collecting outstanding payments from you.

The **Company** Cellular Solutions and Services Limited and any subsidiary of the Company within the meaning of section 1159 Companies Act 2006.

**Conditions** These Terms & Conditions.

**Connection** The procedure by which we give you access to Services. 'Connected', 'Connecting', and 'Reconnection' have corresponding meanings

**Contract** The Offer accepted by the Customer.

**Contract Term** The minimum term specified on the Order Form.

**Customer** The persons set out as the customer of the Services on the Order Form.

**Damage** Any accidental, sudden and unforeseen damage to the handset caused by external means which affects the operational functioning of the handset.

**Data Protection Legislation:** means all applicable data protection and privacy legislation, regulations and guidance including, without limitation: (a) DP Law, the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time), any law based on or seeking to enact any such provisions in the United Kingdom to the GDPR; and (b) any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

**Delivery Note** The document provided by the Company setting out relevant Equipment dispatch information.

**Disconnection** The procedure by which we stop your Conditions for Business Mobile Services Dated 22nd November 2012 Page 7 of 7 Doc Ref: UNMS02.3 access to Services. 'Disconnect', 'Disconnected' and 'Disconnecting' have corresponding meanings.

**DP Law:** means: (a) the Data Protection Act 1998; and (b) (from 25 May 2018 onwards) Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"); or (c) in the event that the United Kingdom leaves the EU, the Data Protection Bill as amended, updated or enacted from time to time.

**Emergency Planning Measures** The measures that may be taken as a result of our, our network provider's or our MNO's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.

**End User** A person using a Service, who is an employee of Customer.

**Equipment** Any tangible material supplied by the Company to Customer.

**GSM Gateway** Any Equipment containing a SIM Card which enables the routing of Calls from fixed apparatus to mobile Equipment by establishing a mobile-to-mobile Call.

**Equipment Fund** Any money that we invest in your account including but not limited to fully or partially subsidising the cost of your Equipment, reducing your fixed periodic charges, credits against your usage, connection bonuses, or any other reduction to charges you would pay to us under this Agreement

**Line Rental Fee** The monthly or other periodic fee payable by Customer for use of the Services.

**Minimum Term** The minimum period of Service for each Connection as shown on the Service Agreement, product order form, connection schedule or Tariff, such period to start on the date on which the relevant Service is first made available to you for use. At the end of the Minimum Term, this Agreement will continue on a 30 day rolling basis unless or until terminated by either party. Unless otherwise agreed in writing, the Minimum Term for each Connection will commence from each individual Connection date.

**MNO** The mobile network operator providing the network services.

**Network Provider** The provider we use to provide the Services from the MNO, including the provider of BlackBerry Services.

**Nuisance Calls** Any unwanted Call that causes annoyance, inconvenience or anxiety to the receiver of the Call, and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature, and/or Calls which cause the called person to experience silence when the Call is answered in circumstances where the called person has no means of establishing whether there is a person at the other end of the line

**OFCOM** The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it.

**Offer** The sending of the Order Form by the Company to the Customer to provide Service and/or Equipment to the Customer in accordance with these Conditions, the Order Form, and any other conditions set out by the Company at the time of the Offer for the specific Services provided to the Customer.

**Order** A request made by Customer for the Company to supply Equipment or Services.

**Order Acceptance** The time that the acceptance of the Offer is communicated to the Company by the Customer.

**Order Form** The form set out on the first page of this Agreement.

**Overseas Network** Telecommunication systems outside of the UK Mainland used (but not controlled) by us in providing the Services

**Party** Customer and the Company

**Port** means the transfer of a mobile number under this Agreement to a different network provided by another supplier

**Service or Services** All or part of the Services explained in paragraph 1 or identified in the Service Agreement and any related services that we agree to provide to you under this Agreement.

**Service Agreement** Where you place an order with us by telephone, the confirmation of order accompanying these Conditions and any related conditions. Alternatively, where you place a written order, the document you sign when you become our customer, in each case detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the Services for and the Tariff at which you will be charged and which forms part of this Agreement.

**SIM or SIM Card** A card which enables you to access Services.

**Software** A machine executable computer program, software module or software package or any part thereof supplied by us or the Software licensor to you irrespective of how it is stored or executed.

**Standard Pricing** The Company's standard unsubsidised Charges for Services and Equipment as: (1) set out on any Company website; and/or (2) advised to Customer by The Company; and/or (3) as are available on request from The Company, as amended by The Company from time to time.

**Suspension** means the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning.

**Tariff** means our tariff or bundle or hardware price list referred to in the Service Agreement, product order form, connection schedule, proposal or other document and as amended from time to time.

### 2. General

2.1 The Offer may be withdrawn at any point by the Company prior to it being accepted by the Customer.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Order Form, the Service Specific Conditions or the terms (or incorporated by reference in any of them).

2.3 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.4 To the extent that there is any failure or delay by The Company to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be.

2.5 The Company shall provide the Customer with the Services detailed on the Agreement and in all other supporting documents that relate to the Agreement.

2.6 The Company shall exercise appropriate care in the provision, operation and maintenance of the Services.

2.7 The Company shall use all reasonable endeavours to deliver any Services on or by any date or dates specified in the Order Form, but any such dates shall be estimates or for guidance only and time shall not be of the essence for the performance of the Services.

2.8 The Company shall have the right to make any changes to any Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the relevant Services. The Company shall notify the Customer of any such change within 20 Business Days of such change having effect.

### 3. Term

3.1 The Agreement will commence on the date that the Services are made available, and shall continue for the Contract Term mentioned in the Agreement and thereafter unless and until terminated by the Customer or The Company giving 90 days' written notice to the other. The terms of the Agreement will continue to be applicable until such a time as all products stated agreement periods have lapsed. All additional line rental transfers or new connections will automatically enter into a new 24-month agreement with The Company. The Company and Customer agree to be bound by the Agreement.

3.2 All handwritten or manuscript additions, deletions or amendments to the Agreement shall not apply and shall not form part of the Agreement.

### 4. Use of Services

4.1 The Customer shall use the Services in accordance with the Act and any licence granted under it. Without limitation, the Customer shall use its reasonable endeavours to ensure that it, or any other End User, does not use the Services:

- i) as a means of communication for a purpose other than that for which the Services are provided;
- ii) for the transmission of any material which is abusive, improper, immoral, offensive or illegal;
- iii) for, or in connection, with any fraudulent, illegal or criminal purposes;
- iv) to make calls that in the Company's reasonable opinion are a nuisance, hoax, menacing, indecent, racist, obscene or defamatory; and
- v) unlawfully or fraudulently breach any relevant regulations or legislation.

4.2 The Customer shall not assign or delegate or otherwise deal with all or any of its rights and obligations under this Agreement without the Company's prior written consent, such consent not to be unreasonably withheld.

4.3 In the event that the Customer or End Users use the Services to access the internet, other data networks, web sites or other resources Customer shall be responsible for all charges that result and such access shall be at the Customer's own risk.

4.4 Services shall be provided within our Network Provider, or its MNO's network area in the UK and by roaming on other networks. The quality of the Services may be affected when roaming.

4.5 You agree that the Company, the Network Provider, the MNO and the Company's hardware supplier can process your organisation's information and End Users' personal data, which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by you, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences) as set out in our privacy notice.

4.6 We will try to ensure the accuracy, quality and timely delivery of Services. However the Company, the Network Provider and the MNO accept no responsibility for any use of, or reliance on, Services or their content, or for any disruptions to, or any failures or delays in, Services. This includes, without limitation, any alerts or virus detection. Subject to these Conditions, the Company, the Network Provider and the MNO, do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content.

4.7 The Company, the Network Provider and the MNO, will not be liable: (a) for any loss you may incur as a result of someone using your PINs or passwords, with, or without, your knowledge; or (b) if we or they cannot carry out our duties, or provide Services, because of something beyond our control, (c) for any direct or indirect costs or losses as a result of errors in programming where you use our 'Fixed Dialling Number SIM' functionality. This Clause 4 shall apply for the duration of the Agreement and after termination of the Agreement.

### 5. Mobile Services

5.1 The provision of any Services by the Company under the Contract is conditional on:  
i) the Customer providing to the Company to its satisfaction accurate information and data to enable the Company to provide the Services;

ii) network coverage to provide the Services; and  
iii) availability of Equipment.

5.2 The Company shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Services.

5.3 In relation to the use of the Services the Customer agrees:

<p>i) that any support for the Services shall be provided by the Company remotely, unless otherwise agreed;</p> <p>ii) to keep their data backed-up and ensure that software updates are maintained; and</p> <p>iii) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist the Company in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.</p> <p>5.4 The Customer acknowledges and agrees that:</p> <p>i) the Company bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software;</p> <p>ii) the sole responsibility of the Company in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware, with the rectification of hardware faults being undertaken in accordance with the manufacturer's warranty;</p> <p>iii) the Company will not be liable for any loss of data, loss of productivity or financial losses incurred or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system; and</p> <p>iv) in recognition of the fact that the Company may be entitled to receive payments from the Network Provider as a result of the Customer taking up the Services, the Customer will remain liable to the Company and shall not avoid liability to the Company if the Network Provider releases the Customer from its contract for any reason, including (without limitation) if the Customer is released due to an error on the part of the Network Provider where the Customer has signed for two (2) years.</p> <p>5.5 The Company warrants to the Customer that the Services will be rendered by personnel with appropriate skills and experience to provide the Services.</p> <p>5.6 The Customer agrees that the Company cannot guarantee that the Services will work without interruption or error. Any interruption, fault or error must be notified to The Company using the telephone helpdesk.</p> <p>5.7 The Customer warrants to the Company that, where the Company provides the Mobile Services and the Customer uses hardware other than the Equipment, the Customer either owns such hardware or has a valid right to use it. It is the Customer's responsibility to ensure any such equipment works and is suitable as is for the Customer to use the Services.</p> <p>5.8 Notwithstanding any other provision of these Conditions, the Company shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Network Provider that may wholly or partially cause, impact or result in any interruption, fault, error with, or withdrawal of, the Services.</p> <p>5.9 Any equipment supplied or installed by the Company to the Customer in connection with the Services (including but not limited to SIMs, handsets and any subsidised Equipment) shall at all times remain the property of The Company. The Customer shall return such Equipment to the Company immediately on request and shall be liable for costs, losses, damages and expenses incurred by the Company for the repair, recovery and replacement of such Equipment.</p> <p>5.10 Upon termination of the Contract, the Customer shall return any Equipment and SIMs installed or supplied by the Company to the Customer in connection with the Services at the Customer's cost. If such Equipment and SIMs are not returned within seven days following the termination of the Contract, the Company reserves the right to charge the Customer a fee in respect of the Equipment, such fee being the full market value of the Equipment at the time of being supplied to the Customer.</p> <p>5.11 In relation to any Equipment for the Services:</p> <p>i) the Customer shall notify the Company in writing within 24 hours of receipt if any of the Equipment is damaged, or if the Order has been incorrectly fulfilled;</p> <p>ii) the Company is not obliged to offer the Customer a refund, exchange or credit the Equipment Fund in the event that Equipment is ordered by the Customer in error;</p> <p>iii) the Company is not obliged to agree to any upgrades to the Equipment it supplies to the Customer during or after the Minimum Term but if it does, the Company shall be entitled to extend the Minimum Term;</p> <p>iv) the supply of Equipment shall be subject to availability of the Equipment</p> <p>5.12 Any Equipment Fund and any equipment supplied that has been charged to a Equipment Fund, are supplied by The Company in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Network Provider, as applicable.</p> <p>5.13 At the end of the Minimum Term or the minimum period of the corresponding contract with the Network Provider, as applicable, should the Customer's Equipment Fund be in a negative position then the Customer acknowledges and agrees to the Company invoicing the full amount, and to pay that amount in line with the Company' standard payment terms in clause 9.</p> <p>5.14 Where the Customer terminates any Connection prior to the expiry of the Minimum Period, the Customer shall pay to the Company a lump sum payment calculated as the total amount of the Equipment Fund initially provided to the Customer at the point of Connection minus any unspent amount currently held by the Company.</p> <p>5.15 Where the Customer terminates any Connection prior to the expiry of the Minimum Period and the Equipment Fund has been fully utilised by the Customer, the Customer shall pay to the Company a lump sum equal to the initial value of the Equipment Fund.</p> <p>5.16 Where the Customer terminates any Connection prior to the expiry of the Minimum Period and Equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to the Company a lump sum equal to the value of the Equipment provided for the Connections, based on the market value of the Equipment provided at the commencement of the Minimum Period.</p> <p>5.17 The Customer warrants that SIM Cards are only used with its authorisation and shall notify the Company as soon as is reasonably practicable that a SIM Card is lost, stolen or damaged. The Customer shall be liable for any loss or damage suffered by you as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that it notifies the Company. Notification shall be orally unless the Company request written confirmation by the Customer on notification. The SIM card will be barred for all usage but we are unable to bar the Equipment. The Customer shall be liable for all costs until such time it requests the Company to bar usage of the Services.</p> <p>5.18 The Company shall allocate telephone numbers to the Customer only to use to access the Services. The Company may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities, but shall exercise all reasonable endeavours to minimise any disruption to the Customer. The Company reserves the right to withdraw telephone numbers that have been allocated to the Customer as a result of its failure to comply with this Agreement.</p> <p>5.19 If the Customer decides to Port a telephone number allocated to it by the Company, subject to Clause 10, the Company shall transfer the telephone number to the nominated network operator in accordance with OFCOM regulations.</p> <p>5.20 Each SIM may only be used in handsets which are enabled for Services and are authorised by us for Connection to our network. The Company, the Network Provider, or the MNO are not responsible for any damage caused by use of the SIM in other handsets.</p> <p>5.21 Once the Customer is Connected, we shall use reasonable endeavours to provide you with the Services and to ensure the security of your communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.</p> <p>5.22 The Company may impose a maximum duration limit on the Calls that the Customer makes.</p> <p>5.23 The Company shall use reasonable endeavours to give the Customer access to overseas networks. However, the Company shall not be responsible for the performance of overseas networks or any part of the network not controlled by the Company. The Company shall notify you of any terms of access that the Customer needs to comply with to use the overseas network.</p>	<p>5.24</p> <p>5.25</p> <p>5.26</p> <p>5.27</p> <p><b>6. Equipment</b></p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>6.4</p> <p>6.5</p> <p>6.6</p> <p>6.7</p> <p>6.8</p> <p>6.9</p> <p><b>7. Suspension of Services</b></p> <p>7.1</p> <p>i)</p> <p>ii)</p> <p>iii)</p> <p>iv)</p> <p>v)</p> <p>vi)</p> <p>vii)</p> <p>viii)</p> <p>ix)</p> <p>x)</p> <p>7.2</p> <p>7.3</p> <p><b>8. Liability</b></p> <p>8.1</p> <p>8.2</p> <p>8.3</p> <p>8.4</p>	<p>The Customer will also be able to upload and send its own content using the Services. The Customer grants the Company, the Network Provider, or the MNO, a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content the Customer uploads on the Services.</p> <p>The Company may change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. The Company shall determine how Services are presented and delivered to the handset or are otherwise made available to the Customer and can change the way they are presented, delivered or otherwise made available to the Customer at any time.</p> <p>The Company will always try to make Services available to you. However, Services are only available within our coverage area within the UK. Within this, there may be areas where you do not have access to all Services or where coverage is otherwise limited or unavailable. For more information about coverage, the Customer should contact the Company.</p> <p>There may be situations when Services are not continuously available or the quality is affected and so the Company cannot guarantee continuous fault-free service. The Company shall endeavour to keep all such disruptions to a minimum and shall give the Customer notice of such disruptions where reasonably practicable</p> <p>The Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time the delivery is made and the delivery note or system is signed. The Customer does not have the right to return any Equipment unless there is a proven fault with the Equipment. Subject to clauses 6.2, 6.3 and 6.4, the Company is unable to exchange Equipment once delivery has been accepted.</p> <p>The Customer shall notify the Company in writing within 24 hours of receipt if Equipment or SIM Cards are damaged on arrival, or if the order has been incorrectly fulfilled. In the case of damaged Equipment which has been used, the Company shall at its discretion replace or repair the Equipment.</p> <p>The Customer shall notify the Company in writing within 24 hours of Order Acceptance if the Customer does not receive the Equipment or SIM Card, and following such notification, the Customer shall replace the Equipment or SIM Cards free of charge.</p> <p>The Customer shall notify the Company in writing within 24 hours if Equipment does not operate. Following such notification, we shall replace the Equipment as soon as reasonably practicable.</p> <p>Where Equipment supplied to you by us becomes faulty for reasons other than through your acts, omissions or misuse within the manufacturer's warranty period, you shall return such Equipment to us at our cost and we shall repair or replace the Equipment in accordance with our returns policy as applicable at the time. Any out-of-warranty repairs shall be at our Tariff applicable at the time. Prior to us arranging for your handset to be repaired, you must ensure that you back-up or otherwise store separately any of your information or other data on the handset which you may require, as this will be lost during the repair process. We are not responsible for any information or any other data which may be lost during the repair process. Any out of warranty repairs shall be charged to you at our standard tariff applicable at the time.</p> <p>The supply of Equipment shall be subject to availability.</p> <p>Handsets which can be used to access Services may be locked to the network. The software in the handset and all intellectual property rights in that software are owned by the handset manufacturer and the Customer is being allowed to use the software on a limited licence from the handset manufacturer. During the term of your Agreement for the supply of Services, the Customer must not permit the handset to be unlocked via any unauthorised manner (i.e. by anyone other than us or the handset manufacturer. All replacement Equipment shall be subject to stock availability and the Company reserves the right to supply replacement Equipment of a similar specification where necessary.</p> <p>Equipment and Services provided under this Agreement may contain or use software. This software is generally not owned by the Company. Any software that is used by Equipment or Services shall be governed by the terms of the relevant software licence set out in such services schedule or any shrink wrap or click through software licence provided with the relevant Equipment or Service. In all other cases, where Software is provided we grant you a non-exclusive, royalty free licence to use any such Software for the duration of this Agreement.</p> <p>The Customer's licence shall be a single user licence. The Customer may make one copy of the Software for back up purposes. If the Customer does not accept the terms of the relevant click through or shrink wrap software licence, it shall be prohibited from using the relevant feature of the Service to which the software relates and we shall not be bound to deliver the relevant Service. The Customer shall be responsible for any software upgrades (including charges) specified by the licensor or us.</p> <p>The Company may suspend any or all of the Services immediately and without notice, compensation or liability if:</p> <p>i) the Company reasonably believes that the Customer has provided false or misleading details about itself;</p> <p>ii) the Company advises the Customer that your excessive use of Services (as may be defined within these Conditions or within fair usage policies as may be published from time to time) is causing problems for other users of the Services or any other third party, and the Customer continues to use Services excessively;</p> <p>iii) the Company reasonably believes the handset or SIM has been lost or stolen;</p> <p>iv) the Company reasonably believe that you have used Services, the SIMs or a phone number for illegal or improper purposes, or to make Nuisance Calls in contravention of the responsible use requirements within these Conditions;</p> <p>v) the Company is required to suspend your Services by the emergency services or other government authorities;</p> <p>vi) the Company has provided Customer with a locked handset and reasonably believes that the Customer has allowed the handset to be unlocked via any unauthorised manner and/or has not paid any relevant Charges due in contravention of these Conditions;</p> <p>vii) the Company reasonably believe the Customer is using the Service for a voice over internet protocol service or similar service;</p> <p>viii) where a SIM has been inactive for two consecutive quarters;</p> <p>ix) the Company reasonably suspects the Customer is using a GSM Gateway; or</p> <p>x) the Company suspects fraudulent, criminal or illegal activities are being carried out, or are likely to be carried out.</p> <p>If any or all of the Services are suspended, the Customer will still be able to make emergency Calls (unless they have been suspended at the request of the emergency services).</p> <p>If your Services are suspended, the Company may agree with the Customer to Reconnect the Customer. There may be a Charge for the Reconnection.</p> <p>Nothing in this Agreement restricts or excludes the Company's liability for death or personal injury caused by our negligence. Subject to clause 8.2 the Company accepts liability for direct losses caused by its negligence. The Company's liability is limited as set out in this clause 8.</p> <p>Subject to clause 8.1 the Company shall not be liable for any losses, whether they are direct, indirect or consequential, arising in contract or tort, including, but not limited to, loss of profits, revenue, anticipated savings, data, expense or office time.</p> <p>The Company shall not be liable for any fraud committed with or in relation to the Service by the Customer or any third party.</p> <p>In any event, the Customer's total liability shall be limited to the value of this Agreement in the preceding 12-month period.</p>
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8.5	In the event that the Customer wishes to make a claim against the Company it must notify the Company within seven days of becoming aware of the breach and such notice shall be in writing and sent to the Company's registered address.		ii)	the other party is in breach of a material term of this Agreement and upon being given notice of that breach, in writing, fails to remedy that breach within 14 days.
8.6	Nothing in this agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by the Customer.	10.6		If the Customer wishes to cancel this Agreement, in whole or in part, at any time prior or subsequent to Connection, The Company will agree to accept such cancellation upon a minimum of 90 days' written notice on the basis that the Customer shall pay the relevant cancellation Charges detailed in clause 9, and all outstanding Charges owed on their accounts.
<b>9.</b>	<b><u>Charges &amp; Payments</u></b>			
9.1	The Customer agrees to pay all charges and any other sum due from the Customer to the Company by direct debit or such other method that the Company may allow, within 14 days of the date of the Company's invoice.	10.7		In the event that the Customer wishes to terminate the agreement before the end of the Minimum Term and/or does not wish to serve out its notice obligation in accordance with Clause 10.6, the Customer shall be obliged to pay to The Company a Cancellation Fee.
9.2	Charges will be charged at the rates agreed in the Annex that forms part of this Agreement and associated addendum unless the Company has notified the Customer of a change in the pricing prior to the Charge accruing.	10.8		Line Rental Fees shall be invoiced monthly in advance with a deposit of one month's line rental and all other Charges shall be invoiced monthly in arrears except where specifically set out otherwise in this Agreement.
9.3	The Company shall prepare and send bills for Charges in such form and manner as shall be agreed for the Services by the Company. Charges shall be calculated by reference to data recorded or logged by the Company and not by reference to data recorded or logged by the Customer.	10.9		If a request is received to port a mobile telephone number to another provider, the Company shall not be obliged to provide a porting authorisation code ("PAC") to the Customer unless:
9.4	The Company reserves the right to charge interest on amounts outstanding 14 days after invoice date until payment in full is received on a daily basis at a rate of 4% above the Bank of England's base rate. Interest shall continue to accrue notwithstanding the termination of this Agreement.	10.10	i)	the Minimum Period has expired; and
9.5	Late payments may be subject to a late payment fee.	10.11	ii)	there are no outstanding amounts due from the Customer to the Company in relation to this Agreement.
9.6	All non-direct debit payments may be subject to an administrative charge.			
9.7	Unless otherwise agreed, we do not send out paper bills. All paper bills are subject to an administration charge reasonably determined by us.	10.12		If this agreement ends, the Company shall close the Customer's account and Disconnect the Customer. The Customer will not be able to use Services or make emergency Calls.
9.8	Reconnection of Services that have been suspended due to a late payment is subject to a £50.00 reconnection fee.			The Customer must immediately pay all Charges owed up to the date the agreement ends. If the Company ends the Agreement due to the conduct of the Customer or if the Customer ends the Agreement within the Minimum Term, the Charges will include a Cancellation Fee.
9.9	Due to the level of administration required to create, process and dispatch each invoice, we may choose to implement a 'minimum invoice policy'. This may apply to you if your total monthly invoice is less than £4.25 exclusive of any VAT due.			The Customer shall not be entitled to any remaining Equipment Fund following termination of this Agreement.
9.10	The Company may conduct a rate review of the Service with your agreement, and we will notify you of such a review by giving you 1 month's written notice.	<b>11.</b>		<b><u>Assignment</u></b>
9.11	Where the Customer does not agree to an increase in fees, the Customer may cancel this Agreement by giving the Company 1 month's written notice.	11.1		You must not assign or delegate or otherwise deal with or any of your rights or obligations under the agreement without the prior written consent of The Company.
9.12	Where the Company increases the Charges for its Services due to an increase in underlying costs to the Company, the Customer shall not have the right to cancel this Agreement. The Company shall provide the Customer with reasonable evidence of such increases in underlying costs on written request by the Customer.	11.2		The Company may assign or otherwise delegate all or any of its rights or obligations under the agreement to any person or entity.
9.13	Where the Customer agrees to a rate review, the Minimum Term will commence from the date of the rate review.	<b>12.</b>		<b><u>General Permissions</u></b>
9.14	Where the Customer fails to pay to the Company undisputed Charges by the due date, or where the Company has investigated disputed Charges and these remain unpaid 14 calendar days after the Company has notified Customer that these were due, the Company shall contact the Customer to request payment within five Business Days of that date. If payment is not received within five Business Days, the Company contact Customer again to request payment within five Business Days of that date. If payment is not received in cleared funds within 5 Business Days, the Company shall contact the Customer by telephone and advise that unless payment is made by CHAPS or BACS transfer within 3 Business Days of that date; The Company will take action using any or all of its rights under clause 9.15.	12.1		This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other Agreements and representations made by either party, whether oral or written and this Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each party thereto.
9.15	Where the Customer is late paying or does not pay any undisputed sums by the due date The Company may, in addition to the other rights set out in this Agreement:	12.2		Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on a later occasion.
i)	Withdraw any discount in relation to the products or services used by the Customer and charge the Customer The Company's standard Charges;	12.3		Any notice, invoice or other document which may be given by The Company under this Agreement shall be deemed to have been duly given if left at or sent by post to an address notified to The Company in writing by the Customer as an address to which notice, or other documents may be sent, or the Customer's usual or last known place of abode or business, or if the Customer is a limited company, its registered office.
ii)	Withhold any sums currently owing to Customer by the Company;	12.4		The Company's address for the service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer or such address as The Company prescribes for that purpose.
iii)	Prohibit the Customer from extending the Agreement;	12.5		This Agreement shall be governed by, construed and interpreted in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.
iv)	Suspend the Customer's use of the Services; and	12.6		Wherever appropriate, the Customer duly authorises The Company, its dealers, agents or personnel, to reprogram and/or remove existing access equipment in order to provide the Service(s). Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
v)	Subject to The Company first invoking the Escalation Procedure in clause 9.14 and at least one of the remedies set out above. The Company shall be entitled to terminate the Agreement in accordance with clause 10.	12.7		The Company shall be entitled to sub-contract (in whole or in part) The Company's responsibilities under this Agreement to a third party of The Company's choice, but The Company shall remain responsible for The Company's sub-contractor's actions in carrying out The Company's obligations under this Agreement
9.16	If the Customer disputes that an invoice, or any part of it, is payable by it the Customer shall notify The Company within 14 days of receipt of the invoice, including the reason why the invoice is disputed and, if possible, how much the Customer considers is due. All Charges not related to the disputed shall be paid in full by the due date. The Company shall only give credits against costs incurred by the Customer in the same month of the relevant credits. The Company shall not offer a cash alternative to the credit.	12.8		All information that the parties provide to each other in relation to this Agreement shall be accurate and complete and the Customer shall inform The Company, in writing, of all changes to information the Customer has provided to The Company. In particular, if the Customer stops trading, intends to sell their business, changes status, name or business type.
9.17	All sums referred to in this Agreement are exclusive of Value Added Tax and any other taxes of a similar nature which may, from time-to-time, be introduced.	12.9		Termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to at law or under the Agreement and shall not effect any accrued rights or liabilities of either party nor the coming into force or continuance of any provision expressly or impliedly intended to come into force on or after such termination.
9.18	Where you choose to take a Bundle as your Tariff, all Call types not included in the Bundle and Calls included in the Bundle that exceed the allowance will be chargeable at our standard pricing, or as otherwise agreed in writing.	12.10		Every clause within this Agreement is independent from the others, to the extent that, if a provision or part of it is ruled to be illegal or unenforceable by the English courts, that clause (or part thereof) shall be treated as being removed without affecting the remainder of that provision or the other provisions within the Agreement, which shall still have full effect.
9.19	All Bundles, metered and unmetered tariffs are subject to the Company's fair use policy which will be as detailed in our tariff documentation.	12.11		In the event that a misrepresentation or untrue statement has been made the only remedy available to the parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or unless a provision of the Agreement was induced by fraud, in which case all remedies under English law shall be available.
9.20	Unless otherwise specified in the Tariff, Bolt Ons must be added at the point of connection and shall apply for the duration of the contract and cannot be removed before the end of the Minimum Period.	12.12		The parties warrant and undertake that they are a business (and not a consumer) and have the authority to enter into this Agreement. This clause applies without prejudice to the Customer's statutory rights.
9.21	Downward Tariff migrations (where a change in Tariff results in a lower line rental) are permitted once during a Contract in conjunction with a renewal during the Minimum Period and you may only migrate down 1 step.			
9.22	Charges for international and national roaming Services shall be made available to you after such Charges have been received by the Company. Due to the nature of these Call types they may be invoiced to you several months in arrears and there shall be no time restriction on the invoicing of these Calls and standard payment terms shall apply to these Charges.	<b>13.</b>		<b><u>Variation</u></b>
9.23	Charges for other mobile Calls, other than those set out in clause 9.22 may be invoiced up to 12 months in arrears and standard payment terms shall apply to these charges.			The Company may, from time-to-time, with immediate effect, vary, by written notice, any of the terms and conditions of the Agreement (or introduce new terms and conditions) as a direct result of new legislation, statutory instruments, government regulations or licenses, amendments to the system providers standard terms and conditions, or similar events, providing this shall be limited to the extent deemed by The Company to be reasonably necessary for compliance therewith, The Company at its sole discretion may elect to notify the Customer of any such variations in writing or by publishing such variation at its principle place of business.
<b>10.</b>	<b><u>Cancellations</u></b>			
10.1	The Contract shall be deemed to have been received by the Customer on the working day following that on which the agreement is posted to the Customer's last known address or on the day on which this agreement is sent by facsimile to the Customer's last known facsimile number.	<b>14.</b>		<b><u>Data Protection</u></b>
10.2	The Customer is required to inform The Company of its intention to terminate this agreement in writing, directed to The Company's head office.	14.1		The Company is a data controller for the purposes of the Data Protection Legislation and processes Customer data for the purposes of administering and managing Customer accounts. This includes, without limitation, carrying out credit checks with credit reference agencies, corresponding with Customers by mail, telephone, e-mail and SMS, taking action necessary to enforce contracts and exchanging information with other companies for credit control purposes. The Company may also share data with other companies within The Company's Group, but only for the same purposes.
10.3	The Customer is obliged to take reasonable care of all Equipment that has been provided by The Company for use in conjunction with the agreement until such time as it is returned. The Customer will be held responsible for any losses or damage sustained to the equipment whilst it is its care.	14.2		The parties agree that, for the purposes of this Agreement:
10.4	The Customer is responsible for ensuring the timely and safe return of all Equipment that has been provided by The Company for use in conjunction with the agreement at his/her own cost.	i)		the terms "Personal Data", "Process" or "Processing", "Data Subject", "Data Controller", "Data Processor" and "Sub-Contractor", shall each have the meaning given under the Data Protection Legislation;
10.5	Notwithstanding anything to the contrary expressed or implied in this Agreement, either party (without prejudice to its other rights) may terminate this Agreement forthwith in the event that:	ii)		the Company is a Data Controller and Customer is a Data Processor.
i)	a liquidator, trustee in bankruptcy, administrator, receiver, or receiver and manager is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors or if the Customer becomes unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to a winding up order; or	14.3		The Company shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.

- 14.4 The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 14.5 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 14.6 The Company warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- i) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
  - ii) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
  - iii) the nature of the data to be protected.
  - iv) take reasonable steps to ensure compliance with those measures.
- 14.7 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 14.
- 14.8 The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Company is entitled to use and process the Personal Data. Consequently, the Company will not be liable and/or the Customer will indemnify and keep indemnified the Company (including their costs) for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Customer's instructions.
- 14.9 The Company may authorise a third party (**sub-contractor**) to process the Personal Data provided that the sub-contractor's contract:
- i) is on terms which are substantially the same as those set out in this agreement; and
  - ii) terminates automatically on termination of this agreement for any reason.
- With effect from the 25 May 2018 (GDPR enforcement date) the remaining provisions of this Clause 14 shall apply in addition to Clause 14 – in the event of any conflict or inconsistency between the provisions of above Clause 14 inclusive and the remainder of Clause 14 below, the latter shall prevail:
- 14.10 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14.10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation
- 14.11 Without prejudice to the generality of clause 14.10, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.
- 14.12 Without prejudice to the generality of clause 14.10, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:
- i) process that Personal Data only on the written instructions of the Customer unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (**Applicable Laws**). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer;
  - ii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - iv) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (a) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
    - (b) the data subject has enforceable rights and effective legal remedies;
    - (c) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
    - v) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
    - vi) notify the Customer without undue delay (within 48 hours) on becoming aware of a Personal Data breach;
    - vii) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
    - viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and allow for audits by the Customer or the Customer's designated auditor to inspect such records on reasonable written notice by the Customer.
- 14.13 The Customer generally consents to the Company appointing third-party processors of Personal Data under this agreement. The Company confirms that it has entered or (as the case may be) will enter with the third-party processors into written agreements incorporating terms which are substantially similar to those set out in this clause 14. The class of such third-party processors is all those persons/organisations formally subcontracted to the Company at the date of this agreement.
- 14.14 The Company may, at any time on not less than 30 days' notice, revise this clause 14 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 this agreement).