

Full terms and conditions for provision of fixed line communication services provided by Cellular Solutions Network Services Ltd.

Part 1 – General definitions

ADSL Asymmetric digital subscriber line; meaning that upload and download speeds are different.

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

Amendment Notice A document that sets out a change to this Agreement that is submitted from The Company to Customer that does not require the signature of either Party.

Analogue Fixed Line Connection A PSTN line that enables circuit switch calls using an analogue transmission mode.

Authorised Person(s) The named contact(s), acting through or nominated by a statutory director, who has been authorised to receive notices of acceptance or rejection of an Order, as notified to The Company by Customer in writing, from time to time.

Business Broadband The supply by The Company of a Data Fixed Line Connection that enables data usage over an Analogue Fixed Line Connection.

BT British Telecommunications PLC whose registered office is 81 Newgate Street, London, EC1A 7AJ company number 01800000.

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

Calls & Line Rental The supply by The Company of an Analogue Fixed Line Connection or a Digital Fixed Line Connection with supply of Calls over such connection.

Charge all fees payable by Customer for use of the Services at the rates set out in this Agreement or if not specified then at The Company's Standard List Prices.

Commencement Date The date that the Agreement shall commence.

Connection Fee The fee payable by Customer to The Company for enabling the Fixed Line Solutions Product(s) for use on the Fixed Line Network.

Content Digitally stored and transmitted material such as text, pictures, images, audio, video, games, graphics, software (desirable or undesirable) or services incorporating any of these things.

Contract Term The minimum term specified on the Order Form. The Contract Term shall be automatically extended so that it covers the Term per Connection of the last Connection added under this Agreement.

CPS Carrier pre selection; technology used to transfer calls from the Fixed Line Network Provider's Fixed Line Network to another Fixed Line Network.

Customer's Group Customer's parent company and any company in which Customer's parent company holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

Customer Site The place at where The Company agree to supply the Fixed Line Solutions Product to Customer enabling service subject to availability.

Data Protection Legislation The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them, and any other legislation implementing Directive 95/46/EC 2002/58/EC

Delivery Note The document provided by The Company setting out relevant equipment dispatch information.

Digital Fixed Line Connection Either an ISDN2 connection or ISDN30 line as applicable.

Effective Date The date that each individual Fixed Line Connection commences which shall be the date of activation by The Company.

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

Equipment Any tangible material supplied by The Company to Customer.

Equipment Fee Fees payable by Customer to The Company for Equipment that is supplied to Customer by The Company.

Fixed Line Connection A Fixed Line Broadband Connection, Analogue Fixed Line Connection or Digital Fixed Line Connection as applicable.

Fixed Line Network The fixed line telecommunication systems utilised by The Company in providing the Products.

Fixed Line Network Provider The network provider acting on The Company's behalf and selected by The Company as the Network supplier of the Fixed Line Solutions Product. This shall be an entity, authority or enterprise which (i) is empowered to own/lease and operate telecommunication circuits or other capacities and to lease these circuits or capacities to parties such as The Company and Customer and/or (ii) is empowered with the administrative or jurisdictional powers necessary for regulating the telecommunication market.

Hosted Sub Licence The licence issued to the Customer for each user to enable access to the Horizon hosted telephony solution

Insolvency Event A Party shall be treated as being insolvent in the event that such Party:

- (a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or
 - (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or
 - (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or
 - (d) any resolution or petition to wind up it up (being a limited company) is issued
- or passed or presented otherwise than for reconstruction or amalgamation; or
- (e) has had a receiver appointed to it.

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

Non-Geographic Numbers A number provided for the purpose of receiving inbound calls terminated up to a CLI UK phone number.

NTP Network termination point; the point at which a Customer's equipment connects to the Fixed Line Network that is installed by a Fixed Line Network Provider.

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

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

Order Acceptance The time that an Accepted Order is communicated to Customer as being accepted by The Company.

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

Party Customer and The Company

Redcare Service means the "Redcare" alarm monitoring service made available by BT.

Standard List Price(s) 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.

Telecommunications Operator or Telco An entity, authority or enterprise which (i) is empowered to own/lease and operate

telecommunications circuits or other capacities and to lease these circuits or capacities to parties such as The Company and Customer.

Term Per Connection The minimum period of time to which Customer shall commit to receiving the fixed line Product for each Fixed Line Connection which shall be a minimum period of 24 months from the Effective Date unless set out otherwise within this Agreement.

Termination Date The date on which any notice of termination of the Agreement served by either Party takes effect.

The Act The Communications Act 2003 and amendments to it that may be made from time to time. Cellular Solutions Network Services Ltd The organisation listed on the signature page of this Agreement.

The Company Cellular Solutions Network Services Ltd and any company in which Cellular Solutions Network Services Ltd holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.

Part 2 General Terms and Conditions

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

1.2. This Agreement provides a framework setting out the terms and conditions under which the Customer is able to order Services from The Company. The ordering and supply of Services under this Agreement will be authorised by, and commence under Order Forms signed by Customer and approved by The Company. Where the Customer wishes to order Services, The Company and the Customer will execute an Order Form. When the Order Form is signed by Customer and approved by The Company, it will form a binding contract between The Company and the Customer, incorporating the Terms and Conditions of this Agreement.

1.3. The Company undertakes to exercise appropriate care in the provision, operation and maintenance of the Service(s).

2. Products and Services

2.1. The products and services covered by this Agreement include, but are not limited to, low cost calls, low cost Calls & Line Rental, business numbers, and data connectivity (together "**the Services**"). For the avoidance of doubt the Fixed Line Connection provided by The Company has the facility to support the Redcare Service, however, The Company does not provide the Redcare Service and Customer will need to arrange for provision of the Redcare Service from its existing service provider. The Company shall have no liability whatsoever in relation to the provision of the Redcare Service.

2.2. Subject to payment of the applicable Charges, The Company may provide a Line Safe Service to the Customer whereby if the Customer experiences a line fault in relation to numbers registered on their account and provided that The Company bill the line rental, The Company will:

2.2.1. log each call received by The Company from the Customer with Openreach; and

2.2.2. cover the cost of call out charges generated by the attendance of an Openreach engineer to the Customer's Site when it becomes evident that the fault is not related to Openreach's network or infrastructure where most commonly in this instance the fault relates to Customer own wiring or equipment.

2.3. The Charges for the Line Safe Service will be £1.79 per line. The Charges for the Fraud Protection Service will be in accordance with Clause 10. The number of lines per telephone number will be calculated by the number of lines associated to the service/telephone number where the line rental is billed by The Company.

2.3.1. The Customer acknowledges and agrees that the Line Safe Service will not cover the following costs and charges:

2.3.2. Charges for missed appointments where an Openreach engineer has attended site and has not been able to gain access for any reason and this may relate to a line fault or provision of new and additional service; or

2.3.3. any Openreach engineering call out charges in relation to the provision or rearrangement of new or existing services; or

2.3.4. any charges in relation to broadband faults and broadband SFI engineering visits; or

2.3.5. any call out charges related to line faults and will not cover call out charges related to telephone systems and /or telephony equipment; or

2.3.6. any Openreach engineering charges in relation to malicious or accidental damage caused to Openreach's network or infrastructure by the Customer or any third party, and the Customer will be responsible for all such costs and charges

2.3.7. The Customer is entitled to make a maximum of 2 legitimate claims in any calendar year.

2.4. Subject to payment of the applicable Charges, The Company may provide a Fraud Protection Service to the Customer whereby:

2.4.1. The Company shall use all reasonable endeavours to ensure that the Customer does not experience call fraud in relation to numbers registered on the Customer's account; and any outbound calls to numbers that the Company is aware of that could be used in a fraudulent way; or are being used in a fraudulent way, will be barred from being called at the carrier level. The call bar can be lifted upon request by the Customer, subject to The Company being able to authenticate the request as genuine.

2.4.2. The Charges for the Fraud Protection Service will be £1.99 per analogue telephone number per month, £4.49 per ISDN2 telephone number per month, £15.99 per ISDN30 telephone number per month.

2.4.3. The Charges for the Fraud Protection Service will be in accordance with Clause 10.

2.4.4. Where Fraud Protection is applied to a telephone number and has been paid for by the Customer, The Company will pay compensation to the Customer of up to a maximum amount of £10,000.00 to cover fraud for call fraud instances in a 24-hour period in excess of £300.00.

2.4.5. The Customer acknowledges and agrees that payment of the Fraud Protection compensation will require a valid Crime Reference Number for the fraud incidence in question and will not be payable should the outbound fraud calls be generated to numbers belonging to the Customer.

2.4.6. The Company will only provide the Fraud Protection service to the Customer on numbers capable of making outbound calls on one or more of the Networks that The Company has registered the Customer to have access to, but only where the Customer receives the call traffic costs. Where fraud calls are made on a network not supplied and billed by the Company then the Fraud Protection service cannot be provided and no compensation will become payable in the event that fraud calls are billed directly to the Customer by other call providers.

2.4.7. Where The Company is not the telephone system maintainer, the Customer will be liable for the full value of all fraudulent calls made for 45 days after any call bar is lifted at the request of the Customer.

2.5. Where The Company grants to the Customer a Hosted Sub Licence it shall terminate at the point when The Company ceases to provide the Customer the Fixed Network Services in respect of which the Hosted Sub Licence was granted and the Hosted Sub Licence and all rights in the Hosted Sub Licence shall revert to and be owned in their entirety by The Company.

3. Term

3.1. The Agreement will commence on the date that the services are made available, and, subject to the provisions for earlier termination set out in clause 11, 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 installations will automatically enter into a new 24-month agreement with The Company.

3.2. The Company is not the owner of the Fixed Line Network and therefore where a Fixed Line Network Provider increases its charges The Company reserves the right to alter The Company's usage charges from time to time. Such changes shall be proportionate to any increase imposed by the Fixed Line Network Provider and shall apply on written notification to Customer

3.3. The Company and Customer agree to be bound by the terms and conditions of the Agreement.

3.4. 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. Customer apparatus shall at all times conform to the relevant standard or standards designated under The Act and The Company shall not be under any obligation to connect or keep connected any Customer apparatus if it does not conform or if, in the reasonable opinion of The Company, it is liable to cause death, personal injury, damage to or impair the quality of any services provided by The Company. The Company shall, free of charge, confirm whether or not Customer's apparatus is compatible.

4.2. The Customer undertakes to use the Services in accordance with The Act and any license granted there under. Without limitation, the Customer undertakes to use its reasonable endeavours to ensure that it or any other End User does not use the Service(s):

4.2.1. as a means of communication for a purpose other than that for which the Service(s) are provided;

4.2.2. for the transmission of any material which is abusive, improper, immoral, offensive or illegal;

4.2.3. for or in connection with any fraudulent, illegal or criminal purposes;

4.2.4. to make calls that in The Company's reasonable opinion are a nuisance, hoax, menacing, indecent, racist, obscene or defamatory;

4.2.5. unlawfully or fraudulently breach any relevant regulations or legislation.

4.3. 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 will not be unreasonably withheld).

4.4. In the event that the Customer or End User uses the service 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.

5. Fixed Line Solutions

5.1. The Company shall not be liable for any anticipated savings not realised by Customer as a consequence of switching to The Company from another Telecommunications Operator.

5.2. In order to ensure the efficient provision of the Services The Company or a Fixed Line Network Provider may need to carry out routine and/or emergency maintenance on the Fixed Line Network. The Company shall perform any routine or emergency maintenance as required and shall, where possible use, all reasonable efforts to provide notice to Customer of such maintenance, as such maintenance may limit or suspend the availability of the Services to Customer.

5.3. The following conditions apply in relation to the supply of Fixed Line Equipment and installation:

5.3.1. Any Fixed Line Equipment provided under this Agreement that is not purchased by the Customer or an End User shall remain the property of The Company or the relevant Fixed Line Network Provider.

5.3.2. If Customer site is situated upon, or in land, not owned by Customer then Customer shall ensure that it has permission from any third party for a Service to install equipment required as part of providing the Fixed Line Solution Product including compliance with any planning permission requirements.

5.3.3. Customer shall provide suitable place and conditions for fixed line equipment installation including NTP's as required.

5.3.4. Only persons authorised by the Fixed Line Network Provider may add to, modify, or alter in anyway fixed line equipment provided by the Fixed Line Network Provider. Customer shall be liable for any loss or damage to fixed line equipment provided by a Fixed Line Network Provider except where such loss or damage is due to reasonable wear and tear, or is caused by the Fixed Line Network Provider.

5.3.5. Customer shall not harm the Fixed Line Network or any other fixed line equipment, and shall use all fixed line equipment in line with any relevant instructions, standards or laws.

5.3.6. The Customer shall ensure that fixed line equipment shall only be connected to the Fixed Line Network using an approved NTP. The Company shall, on request, advise Customer which NTP's are approved.

5.3.7. If Customer cancels any installation work that has been ordered Customer shall be liable for the total cost of such Order.

5.3.8. Customer shall ensure that any person attending Customers site from The Company or on behalf of The Company have a safe and suitable working environment

5.3.9. Where, for the purposes of fulfilling The Company's obligations under this Agreement, The Company requires entrance to the Customer's premises Customer shall not unreasonably withhold entrance.

5.3.10. If a third party's permission to cross or put a Fixed Line Network Provider's telecommunication apparatus on Customer's premises is required, Customer shall obtain such consent and pass it to The Company.

5.4. Where Customer elects to receive and The Company supplies Business Broadband this clause 5.4 shall apply and The Company shall:

5.4.1. use all reasonable efforts to secure domain names and assign internet address space (subject to reasonable availability) for the benefit of Customer during the term of this Agreement; and

5.4.2. not guarantee that Customer's domain name(s) or internet address space does not infringe any trademarks, trade names, service marks or other proprietary rights owned by a third party; and

5.4.3. have no liability or responsibility for the failure of Customer to receive the internet address space requested or for any infringement of domain names of the proprietary rights of third parties by Customers; and

5.4.4. have no liability or responsibility for the content of any communications transmitted by Customer; and

5.4.5. have no liability or responsibility for the content and security of the Internet.

5.5. Customer shall:

5.5.1. be solely responsible for any fees relating to internet address space and shall comply with any legal, technical, administrative, billing or other

requirements imposed for the relevant domain names if Customer changes to another network operator. Customer shall not have the right to route internet address space; and

5.5.2. not use Business Broadband to violate any applicable law, rule or regulation or send any obscene or defamatory material; and

5.5.3. not send material that contains any content that infringes the rights of others, including without limitation, any copyright, patent, trademark, trade secret, privacy or proprietary right; and

5.5.4. be responsible for implementing any desired security mechanisms.

5.6. The Customer shall be responsible for the safe custody and safe use of the Services and any related equipment after installation of the Service and in particular the Customer undertakes:

5.6.1. not to allow any attachments other than those approved for connection under The Act to be connected to the Services.

5.6.2. not to contravene The Act or any other relevant regulations or licences.

5.6.3. not to do anything nor to allow to subsist any circumstance, matter or thing which is likely to damage the apparatus or detract from or impair its performance or operation; and

5.6.4. to permit The Company to inspect or test the apparatus remotely or otherwise at such times as may be agreed between the parties, such agreement not to be unreasonably withheld or delayed.

5.7. For all Services that The Company supplies to Customer under this Agreement Customer shall route all fixed line traffic via The Company exclusively unless otherwise agreed by The Company. If the Customer does re-route fixed line traffic, The Company shall not be responsible for Charges in respect of such re-routed traffic from the relevant Fixed Line Network provider to Customer and such re-routing shall constitute a material breach of this Agreement.

5.8. Business Broadband shall only be provided on Analogue Fixed Line Connections that have been installed and are in active use.

5.9. If Customer selects Business Broadband that utilises ADSL technology the Line Rental Fee for the Analogue Fixed Line Connection shall not be included in the Line Rental Fee for the Business Broadband Connection.

5.10. If Customer selects Business Broadband that utilises SDSL technology the Line Rental Fee for the Analogue Fixed Line Connection shall be included in the Line Rental Fee for the Business Broadband Connection.

5.11. Customer shall ensure it has fulfilled the terms of any contracts entered into with incumbent suppliers. The Company shall not be liable for any early termination fees incurred by Customer as a result of moving fixed line services to The Company from such suppliers.

5.12. The following Services shall only be provided on lines originally installed by BT, or installed by BT on behalf of a Telecommunications Operator: Carrier Pre-Selection from The Company, Calls and Line Rental from The Company, Business Broadband from The Company. Where a BT line does not exist, The Company can arrange for the necessary line to be installed as part of the Calls and Line Rental Product options.

5.13. The Company shall only supply the Services subject to site survey and Fixed Line Network availability.

6. Access to premises and provision of information

6.1. The Customer shall provide The Company with all reasonable information as is required for the connection of the Service(s). This may include historical bill information for telecommunications services, telephone line and account information with previous suppliers and details of current telecommunications infrastructure and hardware.

6.2. If the Customer requests maintenance or repair works, if appropriate, any charges will be agreed in advance. If The Company agrees to and carry out work free of charge that is subsequently found to be unnecessary, the Customer will be charged for the work and the costs incurred. The Company will give notice that the work is considered unnecessary prior to completion and raising charges.

6.3. To enable The Company to exercise its obligations under this Agreement the Customer shall permit or procure permission for The Company and any other person(s) authorised by The Company to have reasonable access to the premises and services connection points and shall provide such reasonable assistance as The Company shall request.

7. Suspension of Services

7.1. The Company shall, at its sole discretion having given the Customer 14 days written notice, elect to suspend forthwith provision of the Service(s) until further notice without compensation on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:

7.1.1. The Customer is in breach of the material terms of this Agreement; or

7.1.2. The Company is obliged to comply with an order, instruction or request of the government or emergency service organisation or other competent administrative authority.

7.2. The Customer shall reimburse The Company for all reasonable costs and expenses incurred by the implementation of such suspension and/or commencement of the provision of Service(s) as appropriate. This shall not apply where the suspension is implemented otherwise than as a consequence of breach, fault or omission of the Customer.

8. Repairing Faults

8.1 We cannot guarantee that the Service will work without interruption or that it will be error-free. If you do experience a fault, you must register it with us, and we will use our reasonable and commercially prudent endeavours to correct or cure any faults in accordance with the procedures and time limits set out by the relevant network provider or call carrier. Time is not of the essence in relation to this clause. Where applicable, we may, at our sole discretion, claim compensation on your behalf and pass any compensation we receive to you.

8.2 If you tell us there is a fault in the Service and we find either that there is not or that someone at your premises has caused the fault, we may charge you for any work we have done to try to find the fault or to repair it. Details of these charges can be provided upon request.

9. Liability

9.1. Nothing in this Agreement restricts or excludes our liability for death or personal injury caused by our negligence. Subject to clause 9.2 we accept liability for direct losses caused by our negligence. Our liability is limited as set out in this paragraph.

9.2. Subject to clause 9.1, we 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.

9.3. We shall not be liable for any fraud committed with or in relation to the Service by you or any third party.

9.4. In any event, our total liability shall be limited to the value of this Agreement in the preceding 12-month period.

9.5. In the event that you wish to make a claim against us you must notify us within 7 days of you becoming aware of the breach and such notice shall be in writing and sent to our registered address.

9.6. Nothing in this agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by you.

10. Charges and Payment

10.1. 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.

10.2. Charges will be charged at the rates agreed in the Annex that forms part of this Agreement and associated addendum unless The Company deem it necessary to alter specific prices.

10.3. The Company shall prepare and send bills for Charges in such form and manner as shall be agreed for the Service(s) 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.

10.4. The Company reserves the right to charge daily interest on amounts outstanding 14 days after invoice date until payment in full is received at the highest rates permissible by law and subject to first complying with the escalation procedure set out at clause 10.5 below. Interest shall continue to accrue notwithstanding the termination of this Agreement.

10.4.1. Late payment, non-direct debit, paper billing, reconnection charges (a) Late payments may be subject to a late payment fee.

(b) All non-direct debit payments may be subject to an administrative charge.

(c) Unless otherwise agreed, we do not send out paper bills. All paper bills are subject to an administration charge reasonably determined by us.

(d) Re-connection of services that have been suspended due to a late payment are subject to a £50.00 reconnection fee.

10.4.2. Minimum invoice policy

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 Ex.Vat.

10.4.3. We 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.

10.4.4. Subject to clause 10.4.5, where you do not agree to an increase in fees, you may cancel this Agreement by giving us 1 month's written notice.

10.4.5. Where we increase the fees for Call charges or line rental due to an increase in underlying costs to you, you shall not have the right to cancel this Agreement.

10.4.6. Where you agree to a rate review, the Minimum Term or applicable Renewal Term will commence from the date of the rate review.

10.5. The procedure ('Escalation Procedure') that The Company shall take where payment for undisputed charges is not received by The Company from Customer 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 will take the following action:

10.5.1. contact Customer to request payment within 7 calendar days of that date. If payment is not received within 7 days;

10.5.2. contact Customer again to request payment within 7 calendar days of that date. If payment is not received in cleared funds within 7 days;

10.5.3. contact 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 10.6. The Company may also suspend telephone numbers if it considers the outstanding sum to be substantial.

10.6. 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:

10.6.1. Withdraw any discount in relation to the products or services used by the Customer and charge the Customer The Company's Standard List Price;

10.6.2. Withhold any sums currently owing to Customer by The Company;

10.6.3. Prohibit the Customer from extending the Agreement;

10.6.4. Suspend the Customer's use of the Service(s); and/or

10.6.5. Subject to The Company first invoking the Escalation Procedure in clause 10.5 and at least one of the remedies set out above. The Company shall be entitled to terminate the Agreement in accordance with clause 11.

10.7. If the Customer disputes that an invoice, or any part of it, is payable by it the Customer shall notify The Company within 21 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. Where applicable, we will only give credits against costs incurred by you in the same month of the relevant credits. We will not provide a cash refund for the value of the credits.

10.8. 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.

10.9. The Company reserves the right to charge for any costs incurred in the collection of overdue amounts

11. Suspension/Disconnection/Termination

11.1. For the purposes of this contract this document is 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.

11.2. The Customer is required to inform The Company of its intention to terminate this agreement in writing, by Registered Post (or similar), directed to The Company's headquarters. The Customer must also have received written acknowledgement and confirmation of receipt of such notice from The Company by email or letter, in order for the notice to have been accepted and validated.

11.3. 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 in his/her care.

11.4. 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.

11.5. 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:

11.5.1. A liquidator (other than for the purposes of amalgamation or reconstruction), 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

11.5.2. 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.

11.6. 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 11.7; and all outstanding charges owed on their accounts.

11.7. 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 11.6, the Customer shall be

obliged to pay to The Company, a "Termination Charge". Such Termination Charge shall be equal to the aggregate of all arrears of charges due but not paid at the date of the early termination; plus any interest charges for late payment; plus a lump sum which shall be the total of the full line rental in relation to any unexpired part of the relevant term, as well as the Call charges based on the average Calls invoiced during the previous 6 months, subject to a minimum charge of £500.

11.7.2. You may cancel the Service any time up to 7 days before the agreed date of provision, subject to a payment of a £500 arrangement and administration fee.

11.8. Line Rental Fees shall be invoiced monthly in advance and all other Charges shall be invoiced monthly in arrears except where specifically set out otherwise in this Agreement. Where a one-off Charge is payable for installation of a Fixed Line Connection and any associated Equipment purchased by Customer then this shall be charged on Customers' first monthly invoice.

11.9. By agreeing to these terms and in the interests of protecting you against slamming, you agree to our Customer Transfer Preference policy which gives us the right to cancel orders made by other operators on lines in our control unless you contact us by telephone at least 48 hours before the proposed transfer date.

12. Assignment

12.1. 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.

12.2. The Company may assign or otherwise delegate all or any of its rights or obligations under the agreement to any person or entity.

13. General Provisions

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.

14. Variation

14.1. 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.

15. Data Protection

15.1. 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.

15.2. The parties agree that, for the purposes of this Agreement: 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;

ii) the Company is a Data Controller and Customer is a Data Processor.

15.3. 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.

15.4. The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

15.5. 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.

15.6. 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.

15.7. 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 15.

15.8. 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.

15.9. 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 15 shall apply in addition to Clause 15 – in the event of any conflict or inconsistency between the provisions of above Clause 15 inclusive and the remainder of Clause 15 below, the latter shall prevail:

15.10. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15.10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation

15.11. Without prejudice to the generality of clause 15.10, 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.

15.12. Without prejudice to the generality of clause 15.10, 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 or 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 15 and allow for audits by the Customer or the Customer's designated auditor to inspect such records on reasonable written notice by the Customer.

15.13. 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 15. The class of such third-party processors is all those persons/organisations formally subcontracted to the Company at the date of this agreement.

15.14. The Company 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 this agreement).