



TRANSFORM YOUR BUSINESS WITH UNIFIED SOLUTIONS AND TECHNOLOGICAL INNOVATION
FROM ONE TRUSTED IT PARTNER.



BUSINESS
IT SUPPORT



TELECOMS &
BROADBAND



SOFTWARE &
WEB DESIGN



CLOUD HOSTING
SERVICES



STRUCTURED
NETWORKING



MARKETING
PPC & SEO

SERVICE PROPOSAL

Leased Line

PROPOSAL FOR:

TIMAYA NEATH LTD

Document History

Document Version	Document Name	Issue Date
Version 0.1	Draft Proposal	31/10/2025
Version 1.0	Timaya Neath Ltd Leased Line Agreement V1.0	31/10/2025

Document Authorisation	Staff Name	Date
Written By:	Mark Press – Business Development Manager	31/10/2025
Authorised By:	Joanne Stokes – Finance Director	31/10/2025

Client Contact Details

Client Name	Email Address	Phone Number
Ali Asker Kara	aliaskerrrrr.icloud.com	07798 755661

Contents

1.	Cost Breakdown	3
2.	Service Rental Costs	3
3.	Telecoms Hardware.....	4
4.	Summary of Costs.....	5
5.	Client Install Address	5
6.	Ongoing Support & Maintenance.....	6
7.	Raising Telecoms Support Queries & Change Requests	7
8.	Response Times.....	8
9.	Additional Project Work / Work Charge Rates	9
10.	Customer Agreement	10
11.	Direct Debit Instruction	11
12.	Terms & Conditions	12
13.	Customer Notes.....	34

1. Cost Breakdown

ITCS are able to provide the following products and services for your business, we aim to break down the costs to be as clear possible. Please don't hesitate to raise any questions or queries you may have, we realise some of these terms may not be familiar.

Our quote for these products and services is illustrated below:

2. Service Rental Costs

The proposed services are billable for TIMAYA NEATH LTD at the following monthly rates:

Quantity	Site Number	Product Description	Minimum Term	Unit Price	Costs
1	1	1GB Leased Line	36 Months	£357.00	£357.00
Total Service Rental Price					£357.00

Please Note: All pricing provided is subject to VAT at the current rate.

The above items are part of the ITCS agreement, and will not form part of any lease agreement with a third party.

See terms and conditions for providing incentive devices as part of the ITCS agreement.

3. Telecoms Hardware

To deliver the services requested by TIMAYA NEATH LTD, we will provide the following hardware to your business. These costs can be paid for upfront, or leased.

Quantity	Site Number	Product Description	Unit Price	Costs
5	1	Ubiquiti Wireless Access Point	£185.00	£925.00
1	1	16 Port POE Switch	£195.00	£195.00
10	1	Cat5 Patch Leads	£1.25	£12.50
1	1	Patch Panel	£32.25	£32.25
1	1	6 Way PDU	£33.21	£33.21
1	1	Business Router	£250.00	£250.00
1	1	Wall Mounted Comms Cabinet	£145.00	£145.00
1	1	Misc Items	£50.00	£50.00
6	1	Setup, Delivery & Installation – 2 Engineers 3 Days Labour	£450.00	£2700.00
Balance				£4342.96

Please Note: All pricing provided is subject to VAT at the current rate.

*The router installed will have a standard Wi-Fi Connection. The speed and strength of the Wi-Fi connection to your devices will depend on the building layout, other Wi-Fi enable devices and channels used on the network, network setup, and the distance the devices are from the router. If you require a Business Grade Wi-Fi System, please contact your ITCS representative who can arrange a no-obligation quotation.

Finance Agreement:

The finance for the equipment (Hardware) may be provided by a third party funder. The rentals payable to the funder do not include any services, maintenance/connectivity, broadband, lines or call charges 'The services' is the sole responsibility of ITCS.

If you choose to finance the equipment with a third party funder then the funder's terms and conditions will apply to the rental of the equipment and they will prevail over the attached conditions.

4. Summary of Costs

Monthly Service Rental	Upfront
£357.00	£4342.96

Please Note: All pricing provided is subject to VAT at the current rate.

5. Client Install Address

Telecoms Services to be installed at the following address(s):

Site Number	Company Name	Contact Name	Installation Address	Postcode
1	TIMAYA NEATH LTD	Ali Asker Kara	50 Wind Street Neath Wales	SA11 3EN

Please review these installation site details to ensure they are correct.

6. Ongoing Support & Maintenance

ITCS will fully support the provided telecoms solution, ensuring setup & configuration is as per business requirements at point of setup. Any issues and outages with the service going into your business premises, will always be investigated and remedied by ITCS or the network provider. Any internal network configuration or device related problems are then the responsibility of your IT Partner, if this is not ITCS then the internal problem will be handed back to the identified IT Partner to remedy.

ITCS will setup the phone system as detailed in the requirements definition or proposal document, unless specifically specified and documented otherwise then agreed between ITCS and the customer. Following setup & installation of your telephone systems we offer a 1 month grace period, to make any minor changes to the system completely free-of-charge.

Following this grace period, change requests are charged at £60 per hour, with a minimum charge of £35 plus VAT for anything less than 30 minutes. We are also happy at any stage to provide free user guides, or offer 1 hour chargeable training sessions on the Horizon System. These sessions are designed to train your IT staff, or dedicated IT champion to enable them to make future changes themselves. Please note that any changes your staff make that may cause issues with the system, ITCS will assist with the resolution if needed but at the standard hourly rate.

7. Raising Telecoms Support Queries & Change Requests

Support and Change Requests are raised a number of different ways, we will of course accommodate you and your business process. Our preferred methods and by far the most popular are:

Place a call to the support desk (Full operational 08:00 to 17:30 – with an on call facility 24/7/365)

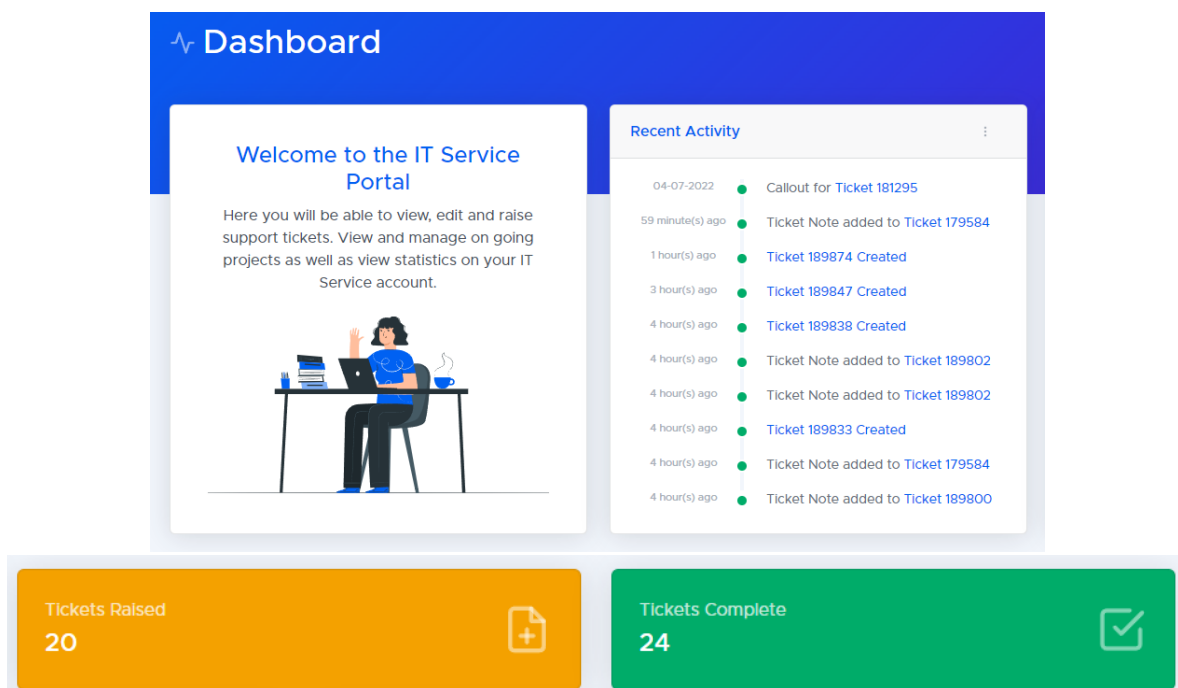
Or

Log into the client portal (Cloud Hosted, available 24/7/365)

In either event, your request is visible to both you and ITCS on the client portal and you will have an email confirmation at each stage of the process. The client portal gives you complete flexibility over the request; you can change priority, add notes and see all the engineer updates as they are entered. As soon as a requests are raised, our Service Level Agreements kick in, where we aim to respond to a Priority 1 ticket immediately, but always within 1 hour.



The ITCS Client Portal can be accessed from a direct link or through the ITCS website. We will set this up for you, but you also have the ability to add or remove users. With the relevant access levels, the portal will allow you to see a full list of support tickets, open with complete transparency of what we are doing for you.



8. Response Times

Change Requests

Any system change request should be logged with ITCS 5 days before the requested date of change. Some examples of change requests may be changes to auto-attendants and changes call queue or hunt groups.

ITCS will endeavour to respond to the change request within the 5 day given notice.

Faults

For Broadband and VoIP System faults received at the Help Desk, these are be categorised into one of four categories;

- **Priority 1: Emergency.**

An ITCS technician will contact the client immediately upon receiving a priority 1 ticket. The ITCS technician will look to provide a remote fix or commit to arrive at site as soon as possible, no more than one hour after receiving the priority one ticket and engineer will be working on a fix. If the primary technician cannot meet the response requirement, the agency's secondary technician will be notified. If that technician cannot meet the response requirement, additional technicians will be assigned as necessary.

- **Priority 2: Critical in nature and require immediate attention.**

The calling agency's primary ITCS technician will contact the agency within one hour of receiving a priority 2 help desk ticket. The ITCS technician will provide a remote fix or commit to arrive at the customer's site as soon as possible, but not more than six hours after receiving the priority two ticket. If the primary technician cannot meet the response requirement, the steps outlined under priority 1 will be followed until a technician is assigned to the ticket.

- **Priority 3: Disruptive situation, but only to a single user.**

The calling agency's primary ITCS technician will contact the agency within 4 hours of receiving the priority 3 help desk ticket. Arrangements will be made to respond to the problem within 24 working hours.

- **Priority 4: Requests for Service such as hardware upgrade.**

The calling agency's primary ITCS technician will contact the agency within 4 hours of receiving the priority 4 help desk ticket. Arrangements will be made to respond to the problem within 48 working hours. With the exception of priority one issues, all call back commitments are based on a 08:00 to 17:30 workday excluding weekends and public holidays. Priority one calls will get the call back immediately.

9. Additional Project Work / Work Charge Rates

- | | |
|---|----------|
| ▪ Remote Support Labour Rate (Per Hr) | £ 60.00 |
| ▪ Fixed Labour Rate for all Engineer Levels (Per Hr) | £ 90.00 |
| ▪ Traveling Time & Fuel (Per Hr) | £ 105.00 |
| ▪ Project Management (Per Hr) | £ 130.00 |
| ▪ IT Engineer Day Rates (L1, L2 & L3) | £ 450.00 |
| ▪ Software Developer Day Rates | £ 650.00 |
| ▪ IT Consultant Day Rates (L4, L5) | £ 750.00 |
| ▪ Project Management / Senior Manager Day Rates | £ 900.00 |
| ▪ For Saturday or out of hours rates apply x 1.5 multiplier | |
| ▪ For Sunday or Bank Holidays apply x 2.0 multiplier | |

When requested to work outside of contracted hours, then the above rates and multipliers are applied.

* All labour rates set out in this document are correct as at the date of its creation. Such rates are provided for reference purposes only and are subject to variation. ITCS (UK) LTD reserves the right to amend labour rates from time to time in accordance with its prevailing Standard Rate Card. The applicable rates shall be those in effect at the time the services are performed, and not those stated herein.

10. Customer Agreement**Contract Details**

Client Number:

ALIA251023

Contact Number:

01656 749 358

Between:

(CUSTOMER)

&

(PROVIDER)

TIMAYA NEATH LTD
50 Wind Street
Neath
Wales
SA11 3EN

ITCS (UK) Ltd
Sony Technology Centre
Pencoed Technology Park
Bridgend
CF35 5HZ

Company Reg. No: 13943992

OF THE FIRST PART

OF THE SECOND PART

WHEREAS:

1. Customer desires to engage Provider to, as that identified in this proposal document.
2. Provider has agreed to undertake such work.
3. The Customer agrees to accept our trading terms and conditions as detailed below.
4. This agreement remains in place for a minimum of 36 months initial period, with rolling subsequent periods thereafter to ensure continuity of service.
5. The parties hereto mutually desire to set forth in writing the terms and conditions of this agreement and move forward with a business relationship in this regard.

Effective Date:

Name

Name

Joanne Stokes

Title

Title

Finance Director

Date

Date

Client
Signature

ITCS Signature

11. Direct Debit Instruction



Instruction to your
Bank or Building Society
to pay by Direct Debit



Please fill in the whole form and send it to:

ITCS (UK) LTD
Sony Uk Technology Centre
Bridgend
Wales
CF35 5HZ

Service User Number

1	8	2	8	0	4
---	---	---	---	---	---

Name(s) of Account Holder(s)

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--	--	--

Instruction to your Bank or Building Society

Please pay L&Z Re **ITCS UK LTD**. Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with L&Z Re **ITCS UK LTD** and, if so, details will be passed electronically to my Bank/Building Society.

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.



This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit L&Z re **ITCS UK LTD** will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request L&Z re **ITCS UK LTD** to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by L&Z re **ITCS UK LTD** or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society
-If you receive a refund you are not entitled to, you must pay it back when L&Z re **ITCS UK LTD** asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



12. Terms & Conditions

STRUCTURE OF THE AGREEMENT

The sections of the Agreement that will apply to the Customer will depend on what the Customer has ordered from Company as follows:

- The Commercial Schedule (provided separately) will always apply;
- The General Conditions for Customers will always apply;
- The Mobile Equipment Terms will apply if the Customer has ordered Mobile Equipment directly from Company (and not through one of Company's dealers). If the Customer has ordered mobile equipment through one of Company's dealers the Mobile Equipment Terms will not apply, but the Company dealers may have supplied the Customer with their own terms applying to the mobile equipment the Customer has purchased;
- The Mobile Terms will apply if the Customer has ordered any of the Mobile Services, together with such Service Schedules relating to the particular Mobile Service(s) the Customer has ordered;
- The VOIP Terms will apply if the Customer has ordered any of the VOIP Services;
- The Broadband Terms will apply if the Customer has ordered any of the Broadband Services;

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1. DEFINITIONS AND INTERPRETATION

In these General Conditions, the following terms and expressions shall have the following meanings unless the context otherwise requires:

TERM/EXPRESSION	MEANING
Affiliate	means, in relation to either party, any company which is a subsidiary or holding company (including the ultimate holding company) of that party and any company which is a subsidiary of such holding company (the terms subsidiary and holding company having the meanings set out in Section 1159 of the Companies Act 2006);
Agreement	means the agreement between: the Customer and Company, as detailed in clause 28 of these General Conditions;
Initial period	Also referred to as minimum term: means the period set on the agreement form, this starts from the commencement of the Service where the minimum number of months a particular Service must be in operation for. (If not there is no Initial Term set in the agreement then the initial term it is agreed that the initial period shall be 24 months from the Service Commencement Date, during which, if the Service is terminated then Termination Fees may be payable;
Subsequent period(s)	means the subsequent period matching the initial period, running from term to term unless terminated by not less than 90 days written notice to before the end of the current period.
Broadband Services	means those broadband services more specifically set out in the Broadband Terms;
Charges	means the monies payable by the Customer to Company under the Agreement;
Commencement Date	means the date of the Agreement unless otherwise specified in the Commercial Schedule;
Commercial Schedule	means the commercial schedule document being part of the Agreement;
Company	means ITCS (UK) Ltd.; Registered Office: Sony Technology Centre, Pencoed Technology Park, Bridgend, CF35 5HZ. Company no. 5251472.
Company Employee	means any employee or other staff of Company or a Company Affiliate or any direct or indirect sub-contractor of Company or a Company Affiliate who provides the Services on behalf of Company;
Company Price List	means the notes, descriptions and definitions of, criteria for use of, and the list of prices and tariffs which are charged to customers for Services which may be amended by Company from time to time. The Company Price List is available at the Company Web Site;
Company Web Site	means the Company web site at www.itcs.co.uk
Customer Service Charter	means Company's standard customer service charter as amended by Company from time to time and which is non-binding;
Discount	means the amount at which any of the Services are provided by Company to the Customer at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Commercial Schedule prior to any of the Services commencing as Discount Services;
Discount Services	means any Services provided by Company to the Customer from time to time and not charged for by Company from time to time or charged at a discount;

Employee Liability Information	shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;
End User Licensed Software	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a click wrap or shrink wrap licence agreement;
General Conditions	means this document entitled General Conditions for Business Customers;
Hardware	means the equipment described in the Commercial Schedule
Incentive Device	means any hardware/software item provided as part of the deal, to be returned at the end of the contract. Incentive devices will be paid in full if full contract term is met, or the device is damaged at the end of contract, reasonable wear and tear excepted;
Internet	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
Line Rental Charge	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule;
Minimum Holding	means the minimum number of instances of a Service (e.g. SIM cards, or landlines) which must remain connected to a particular Service as specified in the Commercial Schedule (if any);
Minimum Holding Period	means the number of months from the date a particular Service is first provided to the Customer within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule (if any);
Minimum Revenue Commitment	means a commitment to spend the amount set out in the Commercial Schedule, or otherwise notified in writing by Company to the Customer, on call charges and/or monthly subscription charges on each voice connection per month for the Initial or Subsequent Period(s) (as applicable) for the relevant Service;
Replacement Services	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than a Services Provider following the termination of the Agreement (or the relevant part of the Agreement) or the termination of any or all of the Services;
Service Transfer	means the provision of a Service (or any part of a Service) pursuant to the Agreement;
Service Commencement Date	in respect of each Service means the date the Customer first starts to receive the relevant Services;
Service(s)	Means the service(s) specified and identified in this proposal, as further described in the Terms and/or applicable Service Schedules. This includes, without limitation, all individual connections, products, materials, services, expressly referenced in the Commercial Agreement or subsequently agreed upon by the parties from time to time. Such services shall encompass any ancillary or associated elements required for their delivery and performance, subject to the terms outlined in the governing documentation;
Services Provider	means Company or a Company Affiliate or any direct or indirect supplier of Company or a Company Affiliate;
Service Schedule	means the document entitled "Service Schedule" containing additional terms relating to a particular Service which schedule shall form part of the Agreement;
Software	means any software, excluding End User Licensed Software, supplied to the Customer by Company under the Agreement;
Successor Supplier	means any entity (including the Customer where relevant) which provides the Replacement Services;
Target Delivery Date	in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by Company;
Termination Fee	shall have the meaning set out in clause 14.14;
Terms	means a document entitled "Terms" containing additional terms relating to particular Services or equipment which shall form part of the Agreement;
Third Party	means a person other than Company or the Customer; TUPE Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
User	means anyone who is permitted by the Customer to use the Service;
Working Day	means Monday to Friday (excluding UK bank and public holidays).

- 1.1. The headings in the Agreement are for ease of reference only and shall not affect its construction.
- 1.2. References in the Agreement to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.
- 1.3. References to clauses, sub-clauses, paragraphs, Terms and Service Schedules refer, unless otherwise stated, to clauses and sub-clauses of, and schedules to, the Agreement, and paragraphs to the Service Schedules.
- 1.4. Unless the context otherwise requires, the singular shall include the plural and vice versa.
- 1.5. Any obligation (including an obligation to "procure" or "ensure") assumed by an obligor under the Agreement takes effect as a primary obligation.
- 1.6. References in the Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a mobile Service shall include both all mobile Services provided to the Customer and/or each individual mobile, as the context requires).

2. COMMENCEMENT AND TERM

- 2.0. The Agreement shall commence on the Commencement Date and shall continue for the Initial Period and thereafter Subsequent Period(s) running from term to term unless terminated by not less than 90 days written notice to before the end of the current period:
- 2.1. if the Customer is a consumer or employs less than 10 employees (a "Specified Customer") and the Services to be provided by Company are (i) fixed line telephone service and (ii) fixed broadband services (each a "Fixed Service") then the Agreement in relation to such Fixed Service only shall automatically terminate at the end of the Initial Period and the parties shall be entitled to enter into a new Contract in relation to such Fixed Services; or
- 2.2. if the Customer is not a Specified Customer or the Service to be provided by Company under the Agreement is not a Fixed Service then the Agreement in relation to such Services (other than Fixed Services) shall subject to clause 14.0 automatically renew for a subsequent term, equal to that of the initial term.

3. SUPPLY OF SERVICES

- 3.0. In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Agreement, Company shall supply the Services in accordance with the terms of the Agreement.
- 3.1. Company shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services for the Initial Period and Subsequent Period(s) and thereafter until terminated by either party in accordance with the provisions of the Agreement.

4. SERVICE STANDARDS

- 4.0. Company will supply the Services with the reasonable skill and care of a competent telecommunications service provider.
- 4.1. Company does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time.
- 4.2. Company will endeavour to provide the Services subject to technical and commercial feasibility.
- 4.3. Company shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not have a materially detrimental effect on the Customer.
- 4.4. Company shall use reasonable endeavours to provide the Services within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and Company shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5. THE CHARGES

- 5.0. The Customer shall pay the Charges by Direct Debit for:
 - (a) each Service (whether or not the Service is used by the Customer);
 - (b) where applicable, the Mobile Equipment and/or Hardware; and
 - (c) any other products or services agreed between the parties from time to time,in accordance with this clause 5. Where the Customer does not pay the Charges
- 5.1. by Direct Debit then Company may add a surcharge for any payment by Credit Card. The Customer acknowledges that the Charges have been agreed on the basis that they will be paid by Direct Debit. Where the Customer fails to set up any such Direct Debit then Company may add to its Charges a monthly amount for its administration expenses.
- 5.2. The Charges are as set out in the Commercial Schedule, or:
 - (a) as detailed in the Company Price List at the time the Mobile Equipment, Hardware, Service or other agreed product or service was supplied; or
 - (b) as notified to the Customer by Company in writing.
- 5.3. Where relevant Charges shall be based upon call and billing data recorded by or on behalf of Company.
- 5.4. The Charges are exclusive of value added tax which will be charged at the prevailing rate.
- 5.5. Unless otherwise stated in the Commercial Schedule or the Company Price List:
 - (a) call prices are quoted by the minute;
 - (b) the duration of each call shall be measured in whole seconds, any part thereof will be rounded up to the next whole second;
 - (c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
 - (d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday;
 - (e) weekend rate call Charges apply from midnight on Friday to midnight on Sunday;
 - (f) off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
 - (g) all calls are subject to a minimum Charge.
- 5.6. The Customer will be liable for any Charges incurred as a result of unauthorised use of the Services whatsoever and howsoever and whether fraudulently, through misuse or otherwise.
- 5.7. The Customer may be liable for a Termination Fee.
- 5.8. If applicable, where the Customer fails to meet the Minimum Revenue Commitment, Company will apply a charge equal to the difference between the actual spend by the Customer and the Minimum Revenue Commitment on a monthly basis in arrears.

6. INVOICING AND PAYMENT

- 6.0. Unless otherwise agreed with the Customer, Company may issue to the Customer on a monthly basis one or more invoice(s) which shall set out the Charges due in accordance with the Agreement.
- 6.1. Unless otherwise stated in the Commercial Schedule, the Customer shall pay:
- (a) in advance for subscription, rental and other recurring Charges (including inclusive usage Charges); and
 - (b) in arrears for usage (excluding inclusive usage Charges), connection and other non-recurring Charges.
- 6.2. If the parties agree that payments of the Charges to Company are to be made by credit card and if payments of such Charges are not made on the due date, Company is authorised to debit the Customer's nominated credit card company with all Charges due and payable to Company.
- 6.3. The Customer shall pay each invoice issued by Company under the Agreement (including any invoice relating to Termination Fees) within 14 days of the date of invoice.
- 6.4. The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.
- Late payment**
- 6.5. Without prejudice to any other rights of Company, in the event of the Customer failing to pay any sums due to Company on time or at all, notwithstanding notification by Company of the overdue debt to the Customer, Company shall be entitled to:
- (a) charge interest (both before and after any judgment) on amounts overdue from the Customer under the Agreement from the due date until the payment is actually made at the rate of 8% per annum over the base rate of Barclays Bank plc for the time being during the relevant period; and
 - (b) suspend the provision of the relevant Service(s) until such time as all payments due including all interest accrued has been paid and satisfied in full.
- Credit security**
- 6.6. Company reserves the right to set a credit limit on the Charges that can be accrued under the Agreement and Company can review any such credit limit at any time.
- 6.7. Company may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of Company. Company reserves the right to set off any deposit against the Charges.

7. NEW SERVICES

New services on the terms of the Company Price List

- 7.0. The Customer may request new services on the terms set out in the Company Price List by placing a new service order under the Agreement. Company shall be entitled to accept or reject a new service order. Once a new service order is accepted by Company:
- (a) the new Service shall be deemed added to the Agreement (including for the avoidance of doubt, the terms of the Company Price List applicable to the Service as well the applicable Service Schedules where applicable); and
 - (b) Company shall supply to the Customer the Services requested in that new service order on the terms and conditions of the Agreement and any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective.
- New services on bespoke terms
- 7.1. The Customer may request a new service at any time on terms other than those set out on the Company Price List. In the event that Company and the Customer agree the terms that would apply to such new services, those terms will be added to the Agreement by execution of a formal variation in writing to the Agreement.

8. MOVES, ADDS AND CHANGES

- 8.0. Subject to any specific procedures otherwise set out in the Agreement, the Customer may request a change to the Services by submitting a request in writing, including, but not limited to the following types of changes:
- (a) additional instances of a Service (e.g. additional landlines);
 - (b) the termination of certain instances of a Service (e.g. disconnection of a mobile);
 - (c) a change from one Service specification to another Service specification; or
 - (d) a change to the location or site where a Service is supplied.
- The change request shall contain sufficient information to enable Company to submit a response.
- 8.1. Company shall supply to the Customer a written response confirming whether or not Company would be prepared to accept the changes and may specify in such notice:
- 8.2. any additional Charges that would result from the change (e.g. Termination Fees in the case of termination of an instance of a Service) and/or any changes to existing Charges;
- (a) any Customer dependencies relating to the change; and
 - (b) the timescales for the delivery of the change which shall, unless otherwise stated in Company's written response run from the date on which the Customer notifies Company that it wishes to proceed with the change.
- 8.3. The Customer shall notify Company in writing within 14 days of the date that it receives Company's response whether or not it would like to proceed with the change.

9. OTHER CUSTOMER OBLIGATIONS

- 9.0. The Customer shall and shall procure that Users (or anyone having access to the Services), shall:
- (a) comply with any instructions from Company relating to the use of the Services;
 - (b) not use the Services in a manner which is inconsistent with a reasonable customer's good faith use of the Services or the Network;
 - (c) not use the Services in a manner which, in Company's opinion, will (or is likely to) adversely affect the provision of the Services to the Customer, Company's or other customers or users of the Network;
 - (d) not use the Services fraudulently or in connection with a criminal offence;
 - (e) not make nuisance calls;
 - (f) not use the Services to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;

- (g) not use the Services in a way that contravenes any licence, code of practice, instructions or guidelines by a relevant regulatory authority;
 - (h) not use the Services in a way that is in contravention of a Third Party's rights (including but not limited to intellectual property rights);
 - (i) not use the Services to spam or to send unsolicited advertising or promotional material;
 - (j) not use the Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
 - (k) not use the Services in a manner which may damage the reputation of Company and/or 02, the reputation of the Services or otherwise bring Company and/or 02 into disrepute;
 - (l) not use the Services for the processing of automated personal data as defined in the Data Protection Act 1998;
 - (m) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or to connect to the Network;
 - (n) notify Company of any methods of doing business which may affect the Customer's use of the Services or the Customer's ability to comply with the terms of the Agreement;
 - (o) comply with Company's reasonable instructions relating to health, safety, security and use of the Network;
 - (p) comply with all applicable laws and regulatory provisions;
 - (q) comply with any applicable fair use policy that Company may issue from time to time; and
 - (r) not damage Company or the Network through the introduction of any Virus.
- 9.1. Subject to clause 11 of these General Conditions, the Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.
- 9.2. The Customer shall provide Company with any and all information and/or assistance that Company may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. Company shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Customer's failure to provide Company with the required information and/or assistance. The Customer shall reimburse Company for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 9.2 that is incomplete or inaccurate.
- 9.3. The Customer shall notify Company immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. The Customer shall indemnify Company fully against all losses, liabilities, costs (including without limitation legal costs) and expenses which Company may suffer or incur as a result of any fraud, illegal or improper use (with or without Customer's authorisation) of the Services.
- 9.4. The Customer agrees and acknowledges that Company, and/or a supplier of Company or any other provider may monitor and record:
- (a) calls to 999 and 112 services; and
 - (b) calls or other communications relating to Company's customer services and telemarketing.
- 9.5. The Customer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Customer's risk and subject to all applicable laws. Company has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.
- 9.6. The Customer warrants to Company that it will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by Company under the Agreement is not infected by viruses and/or logic bombs, worms, Trojan horses and any other types of disruptive, destructive or nuisance programs.

10. NUMBERS AND CODES

- 10.0. Company may allocate the Customer numbers, IP addresses and other codes in accordance with the Terms and Service Schedules.
- 10.1. Nothing in the Agreement shall be construed as to transfer from Company to the Customer ownership of any numbers, IP addresses or other codes or to grant the Customer the right to sell or dispose of a number, IP address or other code. All the Customer's rights to use such IP addresses or other codes will cease upon termination of the Agreement or the relevant Service.
- 10.2. The Customer acknowledges that Company may change the numbers, IP addresses or other codes it has allocated to the Customer. Company shall (where reasonably practicable) provide the Customer with reasonable notice of such a change.
- 10.3. The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. Company shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

11. CUSTOMER AFFILIATES

- 11.0. Company acknowledges that the Customer may permit a Customer Affiliate to use the Services supplied by Company to the Customer under the Agreement. The Customer will procure that its Affiliates are aware of and comply with the terms of the Agreement. The Customer shall be liable to Company for any and all:
- 11.0.1. claims, losses and expenses suffered or incurred by Company as a result of a breach of a term of the Agreement resulting from a Customer Affiliate's use of the Services; and
 - 11.0.2. losses, costs and expenses resulting from any claims against Company made by any of the Customer's Affiliates (or any other Third Party whom the Customer has permitted to use a Service or related equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in the Agreement.
- The foregoing liabilities shall remain in full force and effect notwithstanding any termination of the Agreement.

12. VARIATIONS TO THE AGREEMENT

- 12.0. Company reserves the right from time to time to vary the Agreement as follows:
- 12.0.1. Company shall be entitled to vary the Customer Service Charter and/or the Company Price List (including the prices and tariffs set out in the Company Price List). Such variations shall be published at <http://www.itcs.co.uk/terms> at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and
 - 12.0.2. Company shall be entitled to vary the provisions of the Agreement (including for the avoidance of doubt, the Commercial Schedule). Company will provide to the Customer 28 days notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

13. SUSPENSION**Maintenance and emergencies**

- 13.0. Company may, from time to time and without notice, suspend the Services in any of the following circumstances:
- (a) during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided; or
 - (b) because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.
- 13.1. Company shall endeavour to restore the Services suspended in accordance with clause 13.0 of these General Conditions as soon as reasonably practicable.
- 13.2. The Customer shall remain liable for all Charges levied in accordance with the Agreement during any period of suspension arising from the circumstances described in clause 13.0 of these General Conditions. Actions of the Customer and/or fraud
- 13.3. Company may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:
- (a) if the Customer fails to comply with the terms of the Agreement after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
 - (b) if the Customer allows anything to be done which in Company's reasonable opinion may have the effect of jeopardising the operation of the Network or the Services, or if the Services are being used in a manner prejudicial to the interests of Company, and/or a supplier of Company; or
- 13.4. if Company has reasonable cause to suspect fraudulent use of the Services (whether by the Customer or any third party).
- 13.5. If Company has suspended the Services in accordance with clause 13.3 of these General Conditions, Company shall restore the Services when the circumstance described in clause 13.3 of these General Conditions is remedied.
- 13.6. The Customer shall remain liable for:
- (a) all Charges levied in accordance with the Agreement during any period of suspension; and
 - (b) all reasonable costs and expenses incurred by Company in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 13.3 of these General Conditions.

14. TERMINATION**Termination for convenience**

- 14.0. The Customer may terminate the Agreement (in whole or in relation to a particular Service) by providing to Company 90 days' notice in writing providing such notice does not expire prior to the expiration of the Initial Period or Subsequent Period relevant to those Services being terminated.
- 14.1. Company may terminate the Agreement (in whole or in relation to a particular Service) by providing to the Customer 90 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination resulting from changes to the Agreement

- 14.2. Subject to clause 14.4 of these General Conditions, the Customer shall be entitled to terminate a Service by providing 30 days' notice in writing if:
- 14.3. Company increases the prices and/or tariffs set out in the Company Price List and/or the Commercial Schedule in respect of that Service pursuant to clause 12 of these General Conditions and that increase is to the material disadvantage of the Customer (for the avoidance of doubt an increase in prices and/or tariffs of 10% or less in any 12 month period shall not constitute a material disadvantage of the Customer); or
- (a) Company substantially varies the terms of the Agreement that relate to that Service pursuant to clause 12 of these General Conditions (including the Commercial Schedule) and that variation is to the Customer's material disadvantage,
 - (b) provided that such notice is provided to Company within 30 days of the date that the change comes into effect.
- 14.4. The right to terminate a Service in clause 14.2 above shall not apply where the increases in prices or tariffs or the variation of the terms of the Agreement arises as a consequence of a change in prices, tariffs, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.
- 14.5. Termination of a Service in accordance with clause 14.2 of these General Conditions will not affect the Customer's requirement to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, the Customer shall not be liable for any Termination Fees. Termination for cause

Insolvency

- 14.6. A party to the Agreement may terminate the Agreement by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of termination

- 14.7. If the Agreement is terminated and the Customer wishes to transfer to another service provider, Company will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with standard telecommunications industry practice.
- 14.8. Termination or expiry of the Agreement for whatever reason shall not affect:
- (a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or
 - (b) any provisions of the Agreement which are of a continuing nature and any other provisions of the Agreement necessary for their interpretation or enforcement.
- 14.9. On termination or expiry of the Agreement:
- (a) any sums properly due from one party to the other will become payable within 30 days of termination (including Termination Fees);
 - (b) the Customer shall cease using the Services and return all equipment; and
 - (c) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.
- 14.10. In the event of the Customer wishing to terminate any of the Services at any time prior to the expiration of the Initial Period or within any Subsequent Period relevant to such Service will be paid in full up to the future end date of the contract. Customer shall pay in full (i) any amount equal to the Discount for the period any of the Services have been supplied as Discount Services during Initial Period or Subsequent Period(s) and (ii) and admin charge of £25 per each Service and per each line or connection. Any incentive devices listed on the order form will need to be returned or paid for in full if not returned.

14.10.1. Incentive Devices

- 14.10.2. Any agreed incentive devices listed on the order sheet as Incentive Devices, will be provided to the customer for the duration of the contract term at no cost, to be returned at the end of the contract of charged at strike through price listed price on the order form.
- 14.10.3. The customer acknowledges that the hardware equipment remains the property of the Company at all times during the Term.
- 14.10.4. Upon the expiration or termination of this Agreement, the Recipient shall return all hardware equipment to the Provider in the same condition as received, reasonable wear and tear excepted. The Recipient shall bear all costs associated with the return of the hardware equipment.
- 14.10.5. In the event that the hardware equipment is not returned to the Provider within 30 days of the expiration or termination of this Agreement, the Customer shall be liable to the Company for the full replacement cost of the equipment as specified on the order form and at the listed price.
- 14.10.6. The Company reserves the right to inspect the hardware equipment upon return and assess any damages beyond reasonable wear and tear. The customer shall be responsible for any repair or replacement costs for damages beyond reasonable wear and tear.
- 14.11. In the event of the Customer:
- (a) terminating any of the Services; or
 - (b) attempting to terminate any of the Services; or
 - (c) receiving notice from Company terminating any of the Services pursuant to any of clause 14.7 or 14.9 during the Initial Period or Subsequent Period(s),
- 14.12. then the Customer accepts that Company shall be entitled to invoice the Customer a cancellation charge which is equal to:
- 14.12.1. 100% of the total Charges which are fixed charges (i.e. Line Rental Charges); together with an amount equal to
 - 14.12.2. 30% of the aggregate anticipated call charges and other non -fixed charges
 - 14.12.3. in each case which would have been payable in respect of the relevant Services being terminated or attempted to be terminated during each month outstanding during the remainder of the relevant Initial Period or Subsequent Period (as applicable).

15. INTELLECTUAL PROPERTY

- 15.0. Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of the Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.
- 15.1. All information or materials exchanged between Company and the Customer in connection with the Agreement, together with the copyright therein, will remain the property of Company, Company's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.
- 15.2. Company grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software provided by Company or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by Company or by relevant law. This licence will terminate on the termination of the Agreement (or any relevant part of the Agreement).
- 15.3. Company grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of the Agreement to use copy and reproduce any information or materials provided by Company to the Customer under the Agreement to the extent necessary for the Customer to receive the benefit of the Services. The Customer must not alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by Company or relevant law.
- 15.4. In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Mobile Equipment, Hardware, Software, information or materials provided by Company then Company will indemnify the Customer in relation to such claim provided that the Customer promptly notifies Company of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows Company or its licensor or supplier to conduct all negotiations and proceedings (providing Company or its licensor or supplier with all reasonable assistance) and allows Company at Company's own discretion and expense to modify or replace the Mobile Equipment, Hardware, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of the Agreement or the operation or use of the Mobile Equipment, Hardware, Software, information or materials in conjunction with other equipment and software or Services not supplied by Company pursuant to the Agreement in which event the Customer shall indemnify Company in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.
- 15.5. The Customer will not be entitled to and agrees not to:
- 15.5.1. use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of Company (or any of its suppliers including without limitation 02) or any part thereof so that any person might reasonably import a connection between those goods or services and Company (or any of its suppliers) or any part thereof;
 - 15.5.2. register or attempt to register as a trade mark anything referred to in clause 15.5 of these General Conditions; and/or
 - 15.5.3. authorise any Third Party to do anything referred to in clause 15.5.1 of these General Conditions.
 - 15.5.4. The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any Hardware or Mobile Equipment.

End User Licence Software

- 15.6. The Customer recognises that the Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Company shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.
- 15.7. Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within the Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 15.8. The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and 02.

16. CONFIDENTIALITY

- 16.0. Neither party will divulge Confidential Information to any Third Party except such of its employees, contractors, suppliers and agents as may need to know the same for the purposes of the implementation and/or performance of the Agreement and in each case who agree to be bound by the provisions of this clause 16.0.
- 16.1. The obligation of confidence set out in clause 16.0 shall not apply to any material or information which is:
- 16.1.1. in the public domain (other than as a result of a breach of the Agreement); already known to the receiving party prior to the Commencement Date; lawfully received from a Third Party; or
- 16.1.2. required to be disclosed pursuant to the order of a court or other tribunal or regulatory authority of competent jurisdiction.
- 16.2. The obligation of confidence set out in this clause 16 shall apply in the period commencing on the Commencement Date and ending five years after the termination or expiry of the Agreement.

17. Force majeure

- 17.1. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by an event beyond its reasonable control, including but not limited to fire, flood, war, terrorism, strikes, governmental restrictions, or failure of suppliers or utilities ("Force Majeure Event").
- 17.2. The affected party shall notify the other party promptly in writing and shall use all reasonable efforts to mitigate the effects of the Force Majeure Event.
- 17.3. If a Force Majeure Event materially prevents either party from performing its obligations (excluding payment) for more than twelve (12) consecutive weeks, the other party may terminate this Agreement only if such non-performance renders the continuation of the Agreement commercially impracticable, and provided the supplier is not otherwise able and willing to continue to perform its services.
- 17.4. Notwithstanding the above, if ITCS is able to continue providing the services, the Agreement shall remain in force and all fees shall remain payable in accordance with its terms.
- 17.5. Termination under this clause shall not affect the rights of ITCS to payment for any services delivered prior to the effective date of termination.

17. LIMITATION OF LIABILITY

- 17.0. Subject to clauses 17.2 and 17.3 of these General Conditions, Company shall not be liable to the Customer in respect of any matter arising out of or in connection with the Agreement in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.
- 17.1. Subject to clauses 17.0, 17.2 and 17.3 of these General Conditions, Company's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with the Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year to an amount equal to the Annual Agreement Value, where the "Annual Agreement Value" means the total Charges paid or payable by the Customer in the year prior to the year in which any claim arises (or where a claim arises during the first year of the Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose); and "Year" means the first, and each subsequent, consecutive period of 12 months of the Agreement commencing on the Commencement Date.
- 17.2. Nothing in the Agreement shall exclude or restrict the liability of Company for:
- (a) death or personal injury resulting from its negligence;
- (b) for breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or
- (c) any fraud or fraudulent misrepresentation committed or made by it.
- 17.3. Nothing in the Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law
- 17.4. Nothing in this clause 17 shall apply to the payment of the Charges.
- 17.5. Subject to clauses 17.2 and 17.3 of these General Conditions, the express terms of the Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- Liability for Third Parties**
- 17.6. Company shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by Company as subcontractors or assignees in respect of the performance of Company's obligations under the Agreement.

18. ASSIGNMENT

- 18.0. The Customer shall not assign or transfer the Agreement to any third party without the prior written consent of Company, such consent not to be unreasonably withheld or delayed.
- 18.1. Company may assign or transfer the Agreement to any third party and may subcontract the performance of all or part of the same, provided that Company shall remain liable for the acts and omissions of its subcontractors.
- 18.2. Company may assign or transfer to any third party and/or more than one third party a particular Service (rather than the Agreement as a whole). Where Company assigns or transfers to any third party a particular Service only, such assignment or transfer shall be of such part of the Agreement as relates and/or is generally applicable to the relevant Service being transferred or assigned. The Agreement shall, following such assignment or transfer continue in accordance with its terms as relate to or are generally applicable to the remaining Services.

19. ENTIRE AGREEMENT

- 19.0. The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of the Agreement.

19.1. Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Nothing in this clause 19.0 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

20. INVALIDITY

If any of the provisions of the Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

21. WAIVER

The failure or delay by either party to the Agreement to exercise or enforce any right, power or remedy under the Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

22. DATA PROTECTION

22.0. Company operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Customer agrees that its details, or those of its Users may be used and disclosed to third parties by Company for the purposes of the Agreement, for the purposes of any assignments or transfers by Company pursuant to clauses 18.1 and/or 18.2 and for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies. If the Customer or a User does not want its details, or, in the case of the Customer those details of its Users to be used for direct marketing purposes in this way then the Customer should contact Company.

22.1. The Customer will ensure that its Users have consented to the use of their details in accordance with clause 22.0 of these General Conditions.

22.2. Without prejudice to clause 22.0 of these General Conditions, in so far as Company processes any personal data on behalf of the Customer, Company shall not transfer personal data outside the European Economic Area without complying with the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any personal data that is transferred.

23. EXPORT CONTROL

23.0. Delivery of the Mobile Equipment, Hardware and/or End-User Licensed Software (as applicable) to the Customer may be subject to export control law and regulations. Company does not represent that any necessary approvals and licences have been obtained or will be granted.

23.1. The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

23.2. In the event that the Customer procures Mobile Equipment, including xda devices or similar computer technology from Company, the Customer agrees that in entering into the Agreement the Customer accepts the terms of the following end-user undertaking: The Customer certifies that it or will be the end-user of the Mobile Equipment and further certifies that it shall use the Mobile Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice Mobile Services in order to perform their everyday contractual duties; that the Mobile Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Mobile Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Mobile Equipment, or any replica of them, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity; and agrees to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if requested to do so by Company.

24. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in the Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.

25. NOTICES

Any notice or other communication required or permitted under the Agreement to be given in writing shall be given in writing to the address of the recipient stipulated herein or as notified from time to time and will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two Working Days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means upon such communication being acknowledged as having been received.

26. NO THIRD PARTY RIGHTS

Except as otherwise explicitly set out in the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of the Agreement.

27. PRIORITY OF DOCUMENTS FORMING THE AGREEMENT

27.0. The Agreement includes the following documents:

- (a) the Commercial Schedule;
- (b) these General Conditions;
- (c) the applicable Terms;
- (d) the applicable Service Schedule(s);
- (e) the Company Price List; and
- (f) any other documentation explicitly referred to in the Agreement.

27.1. In the event of any conflict between provisions of the documents making up the Agreement, the order of precedence shall be as set out in clause 28.0 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

28. CREDIT CHECKS AND FRAUD PREVENTION

- 28.0. When the Customer applies for Services, Company may check the following records about the Customer and the Customer's business partners:
- 28.0.1. Company's own records;
 - 28.0.2. business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from Company they will place a search footprint on the Customer's business credit file that may be seen by other lenders;
 - 28.0.3. records held by fraud prevention agencies ("FPAs"); and
 - 28.0.4. if the Customer contact is a director, Company may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 28.1. Company may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. Company may also make periodic searches at CRAs and FPAs to manage the Customer's Company account.
- 28.2. Company will send information on the Customer's applications, Company account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 28.3. If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.
- 28.4. If the Customer gives Company false or inaccurate information and Company suspect or identify fraud Company will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 28.5. Company and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 28.6. Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

29. GOVERNING LAW

The Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

VOIP TERMS

The following additional terms and conditions apply to the provision of VOIP Services

1. DEFINITIONS

- 1.0. In the VOIP Terms, in addition to those terms and conditions defined in the General Conditions, the Mobile Terms, the Mobile Equipment Terms and the Broadband Terms the following terms and expression apply:
- 1.0.1. "Broadband" means an asymmetric or symmetric digital subscriber line (ADSL or SDSL);
 - 1.0.2. "Customer Equipment" means any telecommunications apparatus or system owned, controlled or housed by the Customer, excluding Service Equipment;
 - 1.0.3. "Customer's Premises" means the Customer's premises the address of which is set out in the Commercial Schedule;
 - 1.0.4. "IP Centrex Service" means a centrally hosted service for the provision of voice communications over IP networks;
 - 1.0.5. "Service Equipment" means equipment (including but not limited to any data collection and call routing devices, routers, switches, handsets and other telecommunications equipment) which Company (or a third party on Company's behalf) may from time to time deliver to and / or install at the Customer's Premises for the purposes of providing the VOIP Service, as specified in the Commercial Schedule;
 - 1.0.6. "Software" means the VoIP application software used by Company (or a third party on Company's behalf) to provide the IP Centrex Service; and
 - 1.0.7. "VOIP Service" means the IP Centrex Service, and any other services which the Customer requested from Company as specified in the Commercial Schedule (including supply, delivery and installation of Service Equipment, training and Broadband connectivity).

2. THE SERVICE

- 2.0. Company shall respond to any reported fault with the VOIP Service as soon as reasonably practicable during Company's normal working hours and will use all reasonable endeavours to correct any fault within Company's control.
- 2.1. Company will use all reasonable endeavours to ensure the security of the VOIP Service but the Customer should be aware that there is always a risk of security being breached for reasons beyond the control of Company, where for instance the VOIP Service is provided through a third party network.

3. SOFTWARE

- 3.0. Company grants the Customer a non-exclusive, non-transferable licence to use the Software for the term of the Agreement solely in connection with the use of the VOIP Service.
- 3.1. All intellectual property rights in the Software and the VOIP Service and any associated documentation made available to the Customer under the Agreement shall remain the property of Company or its licensors.

4. BROADBAND

- 4.0. In order to use the VOIP Service, it is the Customer's responsibility to procure at its cost a Broadband connection, either through Company or through a supplier approved by Company.

- 4.1. Where Broadband is supplied by a third party, then Company does not assume any liability or responsibility for the third party Broadband service.
- 4.2. The Customer acknowledges that VOIP Service call quality depends on both the specification and availability of the Broadband service to which the Customer is connected and also on the IP or telecommunications network to which the person being called is connected.

5. IMPLEMENTATION

- 5.0. Company or its appointed agent will deliver and install the Service Equipment at the Customer's Premises. Company will use all reasonable endeavours to deliver and install the Service Equipment by such date as it may have advised to the Customer. However, any delivery date given is an estimate only and Company accepts no liability for any delay in delivery however caused.
- 5.1. Risk in the Service Equipment shall pass to the Customer on delivery to the Customer's Premises. The Customer will be liable for any loss or damage to the Service Equipment except where caused by Company or anyone acting on Company's behalf.
- 5.2. Where the Customer is purchasing the Service Equipment from Company the Service Equipment will at all times remain the property of Company until such time as the Customer has paid Company for the Service Equipment in full.
- 5.3. Where the Service Equipment is supplied to the Customer by a third party on a hire or hire purchase basis, then the Customer shall enter into, and observe and comply with the terms of, a separate hire or hire purchase agreement with that third party.
- 5.4. Unless or until title to the Service Equipment passes to the Customer, the Customer shall not:
 - 5.4.1. add to, modify or in any way interfere with the Service Equipment, nor allow anyone other than Company or someone authorised by Company to do so;
 - 5.4.2. move the Service Equipment from the Customer's Premises without the prior written consent of Company.

6. NUMBER PORTING

- 6.0. Where access to the VOIP Service is facilitated through BT number porting, the Customer authorises Company (or someone authorised by Company) to have the numbers from the BT lines listed in the Commercial Schedule (or as otherwise agreed between Company and the Customer) routed by Company (or someone authorised by Company) instead of BT and to forward appropriate details of the Customer's porting application for the VOIP Service to Company (or someone authorised by Company). The Customer will receive advance notification of the change of service from BT to Company (or someone authorised by Company). Company's (or someone authorised by Company) ability to provide the VOIP Service is subject to BT porting the numbers.
- 6.1. In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to Company. This may result in loss of service for a period of up to 15 days.
- 6.2. Basic Number Porting is charged at £85 for up to 5 numbers. The Customer shall pay to Company an administration fee of £14 plus VAT per additional number ported.

7. USE OF THE SERVICE

- 7.0. The Customer will ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for connection to the telecommunications network. The Customer will not do anything that may damage or affect the operation of the telecommunications network.
- 7.1. If the VOIP Service is to be used to carry alarm signals, then Company will not accept responsibility for lack of VOIP Service or failure to deliver an alarm signal due to a) the network going down; b) suspension of the Customer's account or c) reasons outside Company's reasonable control including but not limited to any technical failure of the network; because the network is being tested, modified or maintained or if access to the network is denied.
- 7.2. Company will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the VOIP Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with Company or any Service Equipment.
- 7.3. The Customer shall not sub-license, re-sell or offer in any manner, to a third party, the Service or use of or access to the VOIP Service, whether for commercial gain or otherwise.

8. CHARGES AND PAYMENT

- 8.0. The Customer shall pay to Company the Charges in respect of the VOIP Service as specified in the Commercial Schedule.
- 8.1. In addition, the Customer shall pay to Company all charges relating to calls made through the VOIP Service as are set out in Company's Price List as in force from time to time (a copy of which is available on request).

9. DISCLAIMERS

- 9.0. Save for the warranties and conditions expressly set out in the Agreement, Company gives no warranty or condition regarding the VOIP Service and specifically Company:
 - 9.0.1. expressly disclaims all conditions and warranties of any kind, whether express or implied, including but not limited to the implied conditions and warranties of satisfactory quality, fitness for a particular purpose, reasonable care and skill and non-infringement; and
 - 9.0.2. gives no condition or warranty that the VOIP Service will meet the Customer's requirements, will be uninterrupted or timely, will be secure or error free or that defects in the VOIP Service will be corrected.

10. LIABILITY

- 10.0. This clause sets out Company's total liability to the Customer if the VOIP Service is not available for a continuous period of 12 hours or more in any one day and that unavailability is attributable entirely due to the fault of Company. In such an event Company's total liability will be limited to the sum of 5% of the charges relating to VOIP Services incurred in the average month for the previous quarter. Such liability will be paid as a credit against the next invoice.
- 10.1. Company's aggregate liability to the Customer under or in connection with the Agreement (whether in contract, tort or otherwise including any liability in negligence) in respect of all causes of action arising in a calendar year will not exceed 60% of the total Charges paid or payable by the Customer for the VOIP Service in such calendar year.
- 10.2. Company's obligations and responsibilities under this VOIP Service Schedule are solely to the Customer and not to any third party and the Customer will keep harmless and will indemnify Company, its officers, employees and agents against any liabilities or costs

arising from any and all claims by any third party in connection with the use of the VOIP Service or any defect in or failure of the VOIP Service.

10.3. In the event of any failure in the VOIP Service, Company will not be liable to the Customer for any charges incurred by the Customer should the Customer direct its traffic to another service provider.

11. SUSPENSION OF VOIP SERVICE

11.0. Company may at its sole discretion suspend with immediate effect the provision of the VOIP Service until further notice without liability or compensation to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

- 11.0.1. the Customer is in breach of any term of this VOIP Service Schedule;
- 11.0.2. the Customer prevents or delays any prearranged maintenance from being carried out;
- 11.0.3. the Customer is suspected, in Company's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the VOIP Service;
- 11.0.4. Company is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority.
- 11.0.5. If Company suspends the VOIP Service under this VOIP Service Schedule then Customer will reimburse any costs and expenses reasonably incurred as a result of such suspension and/or the services being reinstated.

12. TERMINATION

12.0. On termination of the VOIP Service Schedule (however occurring):

- 12.0.1. the Licence will terminate with immediate effect;
- 12.0.2. the Customer will allow Company or any third party authorised by Company prompt access to the Customer's Premises to remove any Service Equipment;
- 12.0.3. where this VOIP Service Schedule is terminated before the end of the Initial Period or Subsequent Period (as relevant) other than for breach by Company, the Customer will be responsible for the cost of de-installation of the Service Equipment by Company with an admin charge of £25 per phone/connection. Any incentive devices listed on the order form will need to be returned as the cost of the customer or paid for in full, if not returned within 30 days of termination.

BROADBAND TERMS

The following additional terms and conditions apply to the provision of Broadband Services

1. DEFINITIONS

- 1.0. In the Broadband Terms, in addition to those terms and conditions defined in the General Conditions, the Mobile Terms, the VOIP Terms and the Mobile Equipment Terms, the following terms and expression apply:
 - 1.0.1. "Acceptable Use Policy" means the policy setting out the acceptable use that the Customer can make of the Broadband Service which can be found at <http://www.itcs.co.uk/terms> or as otherwise notified by Company to the Customer;
 - 1.0.2. "Broadband Charges" means the charges payable by the Customer in relation to the Broadband Services as set out in the Commercial Schedule, these Broadband Terms or as otherwise agreed between Company and the Customer;
 - 1.0.3. "Broadband Equipment" means a modem, adaptor, cables and filter(s) and a CD and booklet;
 - 1.0.4. "Broadband Service" means the Broadband service which the Customer requested from Company as specified in the Commercial Schedule, and
 - 1.0.5. "MAC key" means a migration reference code.

2. RECEIVING THE BROADBAND SERVICE

- 2.0. Company grants a limited, revocable, non-exclusive, non-transferable licence to use the Broadband Equipment for the term of the Agreement for the sole purpose of receiving the Broadband Service.
- 2.1. In the event that the Customer wishes to migrate to the Broadband Service from another provider that Customer shall request a MAC key from its current provider.
- 2.2. Company does not warrant that the migration to the Broadband Service will be uninterrupted.
- 2.3. Customer agrees that Company or its appointed agent will immediately start work on the technical and operational elements required for provision of the Broadband Services upon the issue of order acceptance which may be prior to the end of any statutory cancellation period. Customer acknowledges and agrees that you it thereafter not have the right to cancel any Broadband Services under the Consumer Protection (Distance Selling) Regulations 2000 or otherwise.

3. BROADBAND EQUIPMENT

- 3.0. Company or its appointed agent will deliver the Broadband Equipment to the address specified on the Commercial Schedule provided that address is within the United Kingdom.
 - 3.1. The Customer shall be deemed to have accepted an item of Broadband Equipment:
 - 3.1.1. when that item of Broadband Equipment has been delivered, if Company is to deliver the item of Broadband Equipment; or
 - 3.1.2. if the item of Broadband Equipment is to be collected by the Customer, when the Customer takes possession of that item of Broadband Equipment.
 - 3.2. Risk in an item of Broadband Equipment will pass to the Customer when the item of Broadband Equipment is accepted by the Customer. The Customer shall not be liable for any loss or damage to the item of Broadband Equipment to the extent that such loss or damage is caused by the negligence of Company or its suppliers.
 - 3.3. Title to an item of Broadband Equipment shall not pass to the Customer, except that title to accessory items shall pass to the Customer upon payment in full for such accessory items.
 - 3.4. The Customer undertakes in respect of Broadband Equipment in which Company retains title pursuant to clause 3.3 of these Broadband Terms not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the same in any way and that it shall keep such Broadband Equipment in good working order allowing for fair wear and tear during the period of use by the Customer.
 - 3.5. Following any upgrade or replacement of Broadband Equipment or disconnection of Broadband Equipment from the Broadband Services, Company reserves the right to request the safe return of any such Broadband Equipment in which Company retains title pursuant to clause 3.3 of these Broadband Terms from the Customer at the Customer's expense.
 - 3.6. Company reserves the right to charge the Customer the price set out in the Replacement section of the Company Price List or £35 (whichever is the higher) from time to time for any Broadband Equipment that is not returned to Company in accordance with the provisions of clause 3.5 of these Broadband Terms or where the Customer fails to fulfil its obligations under clause 3.4 of these Broadband Terms.
 - 3.7. In the event that the modem forming part of the Broadband Equipment is faulty, Company or its appointed agent will repair or replace the modem provided that the fault is not caused by any act or omission of the Customer. Replacement items of Broadband Equipment are available on payment of the applicable replacement items fee(s) detailed in the Company Price List or as otherwise notified to the Customer. The Customer shall return any faulty or replaced items of Broadband Equipment to Company at its own cost.

4. STATIC IP ADDRESS

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

5. BROADBAND SERVICE CONNECTION

- 5.0. Provided that the Customer has a serviceable BT phone line, connection takes place in the BT exchange and there should be no reason for a Company or BT engineer to visit the Customer's premises. In the event that a BT engineer does need to attend the Customer's premises for any reason, either prior to connection or during the contract period, then BT's own charges may apply. Customer shall provide any reasonable cooperation and assistance that may be required to get complete connection to the Broadband Services and agrees to pay any connection fee.
- 5.1. The Customer acknowledges and accepts that when connecting the Customer's phone line to the Broadband Service, there may be a temporary loss of telephone services or other telecommunications services. Company or its appointed agent will use its reasonable endeavours to keep this disruption to a minimum but Company will not be responsible for any resulting damage, loss or costs caused, unless caused by Company's negligence.
- 5.2. Company does not warrant or guarantee the speed of the Broadband Services.
- 5.3. The Customer shall keep its current telephone line provider for the duration of the Initial Period and any Subsequent Period (as relevant). Customer acknowledges that it may not be able to continue receiving the Broadband Services in the event that the Customer changes its telephone line provider.
- 5.4. In the event that the Customer current phone line is disconnected for any reason, Company will charge the Customer a reconnection fee of £25 (as Company or its appointed agent will be required to pay a fee for reconnecting the Customer's phone line). If the Customer changes the details of the account for its nominated BT phone line and this leads to BT disconnecting the Customer's phone line then the Customer shall pay a reconnection charge to reactivate the Broadband Services. If the Broadband Service is suspended for failure to pay the Broadband Charges, in either event Company shall charge the Customer a reactivation fee of £25.

6. BROADBAND SERVICE CANCELLATION

- 6.0. Company shall be entitled to terminate the Broadband Service without liability before the Customer has been connected to the Broadband Service (i) if the Customer fails a credit check or pre-authorisation of payments due is not approved, (ii) if Company is not able to provide the Broadband Services to the Customer's premises by the expected connection date for any reason or (iii) if the Customer's premises is not in a geographical area covered by the Broadband Services.
- 6.1. In the event that Company the Broadband Service is not connected within one (1) month of the confirmed connection date notified by Company to the Customer (other than as a result of the Customer's act or omission), the Customer shall be entitled to cancel the Broadband Service by sending a cancellation notice in writing to Company.

7. CHARGES

- 7.0. Company's charges in relation to the Broadband Services are set out in the Commercial Schedule and can include (without limitation):
- 7.0.1. a monthly subscription fee;
- 7.0.2. Broadband Service connection fee; and
- 7.0.3. charges in pursuant to clause 5 of these Broadband Terms;
- 7.1. All invoices will be issued and held on Company's or its appointed agent's website. The Customer will need its member ID and password in order to access the invoices. Company or its appointed agent will notify the Customer as and when a new invoice has been issued and the Customer shall be responsible for viewing and taking copies of such invoices.
- 7.2. Company shall be entitled to terminate the Broadband Services in the event that Company does not receive full payment from the Customer for the Broadband Services.

8. CHARGES

- 8.0. Company shall not be held responsible for disruptions caused as a result of war, strikes, natural disasters or other 'acts of God' and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.
- 8.1. Company shall be entitled to make changes to its network or the technical specification of the Broadband Service or may need to suspend provision of the Broadband Services for operational or technical reasons. Company shall use all reasonable endeavours to notify Customer in advance of such changes or suspension if it materially affects the Broadband Services.
- 8.2. In the event that the Customer experiences a total loss of Broadband Services caused by Company for more than five (5) consecutive days, Company shall compensate the Customer for each day's disruption by a credit towards the Customer's monthly Broadband Charge equivalent to the amount Customer would have paid for the Broadband Service on those days. In order to receive this credit, Customer shall notify Company as soon as the Service failure occurs and request the appropriate credit by contacting Company when the Broadband Service is restored. The credit will be applied to the next monthly payment that Customer owes to Company.
- 8.3. In the event that Company reasonably believes that the Customer is using the Broadband Services in breach of its obligations including, without limitation, in breach of the Acceptable Use Policy, Company may without liability or further notice suspend the Broadband Services or in terminate the Broadband Services.

9. MOVING PREMISES

- 9.0. If the Customer moves premises and the Customer's new premises is in an area that is covered by the Broadband Service, the Broadband Services will be moved to the Customer's new premises. The Customer acknowledges and accepts that a connection fee may be payable.
- 9.1. Company will transfer the Broadband Services to another address free of charge once in any 12 month period since either the Customer's connection or the Customer's last move, whichever is more recent. Additional moves will incur a charge of £50 per move.

10. CUSTOMER OBLIGATIONS

- 10.0. The Customer agrees to comply fully with these Broadband Terms and at all times:
- 10.1. comply with the Acceptable Use Policy;
- 10.2. keep the Customer's security information including, without limitation, user name and password, safe and notify Company immediately if the Customer becomes aware of any improper disclosure of its security information or unauthorised use of the Broadband Services;
- 10.3. ensure that the Customer's equipment and software complies with all applicable laws and standards and that the Customer's equipment and software is compatible with the Broadband Equipment;

- 10.4. if the Customer opts to use Company's optional email and webhosting services, with the additional terms and conditions which apply in addition to these Broadband Terms. Use of Company's optional email and webhosting services means that the Customer shall be required to Company's our standard network settings (which includes a block on Port 25 while assigned to Company or its appointed agent's SMTP server);
- 10.5. indemnify Company against all losses, liabilities, costs (including legal costs) and expenses which Company may incur as a result of any third party claims against Company arising from, or in connection with the Customer's misuse of the Broadband Services or breach of these Broadband Terms; and
- 10.6. all amounts due to Company shall be paid in full (without deduction or withholding except as required by law) and Customer shall not be entitled to assert any credit, set-off or counterclaim against Company in order to justify withholding payment of any such amount in whole or in part.

Mobile Terms

Here are some key points to which we'd like to draw to your attention:

1. Initial Period. You will be a party to this Agreement for at least the Initial Period agreed with You.
2. Terminating this Agreement. You can phone Us and give 30 days' notice to terminate a mobile Agreement with effect from the end of (or after) the Initial Period. You may have to pay a Cancellation Charge, totalling the rest of the Monthly Charges for the remainder of the Initial Period.
3. Equipment: You may get Equipment from Us when you take out a Price Plan. Unless We tell you otherwise, You will only own this Equipment at the end of Initial Period.
4. Annual Price Increase: Your Price Plan Charge includes an increase by the annual percentage increase in the Retail Price Index (RPI). We will do this so the price increase takes effect in March of each year.
5. Breaking this Agreement. There are instances in which, because of something You do or do not do, We can suspend or disconnect You from the Services and/or terminate this Agreement. You may have to pay Us a Cancellation Charge as a result.
6. Additional charges. You may have to pay additional Charges, for example, the Separate Payment Handling Charge; or the Charge if You pay Your bill late; or the Charge if You wish to have Your Account restored following suspension; or the Charge for a paper or an itemised paper bill; or the Charge if You try to pay Your bill and the payment fails. Upgrades and Renewals. We don't have to provide You with an Upgrade or Renewal. If You accept an Upgrade or Renewal, then a new Initial Period will be agreed with You.
7. Billing. We will make a bill available to You each month. This may be by post or electronically, at our choosing. You must pay it by the date set out on it to ensure continued access to the Service.
8. Lost or Stolen phones. If either Your phone or SIM Card are lost or stolen, please call customer services at once. You will have to pay for any Charges incurred on Your Account before You told Us.
9. Our Network. We will try to provide a high-quality Network to You at all times. However, we cannot guarantee that We will always be able to provide Network coverage
10. Credit Limits. We can set and change credit limits for Charges. If You go over Your credit limit, Please note that your Service may be suspended.
11. Changes to the Service and Charges. We will give You Written Notice of some changes to the Services or Charges before those changes take place. Your Price Plan Charge will go up by RPI during your Initial Term.

1. Definitions

When We use these words they have the following meanings:

'Account' together Your Monthly Account and any Pay as You Go Account that You may have with Us;

'Additional Service' an optional/extra Service not part of Your Price Plan which can be added to Your Account, and the charges for a Service once any Allowance is used up;

'Age Restricted Services' any Services for which You need to be over a certain age to use;

'Agreement' these terms and conditions between You and Us for the use of the SIM Card to access the Services, together with the "What It Costs" booklets of Charges referred to throughout;

'Allowance' the amount and type of Services which may be provided as part of Your Price Plan Services or as part of any Additional Service;

'Cancellation Charge' the Charge which totals the rest of the Monthly Charges for the remainder of the Initial Period, calculated at a daily rate, discounted by 4% and any prepaid Charges;

'Charge' the Price Plan Charge, a charge for an Additional Service and any other additional charge including the Separate Payment Handling Charge and the Cancellation Charge;

'Consumer' a real person entering into the Agreement and/or using the Services for purposes outside his/her business;

'Content' all information whether textual, visual, audio or otherwise, appearing on or available on a one-off payment basis through the Services supplied by Us including by way of example only, a ringtone;

'Equipment' any equipment that You use to access the Services;

'Monthly Account' the account for which You are billed each month;

'Monthly Charge' the amount that You pay each month in advance for Your Price Plan Service;

'Network' the communications system which is used to provide the Services and any other type of communications system which may be provided and operated by Us now or in the future;

'OFCOM' The Office of Communications that regulates the telecommunications industry, including Us;

'Pay As You Go Account' the account in which We record Your credits and Charges for Services paid for in advance (for customers whose Price Plan allows) apart from the Monthly Charge;

'Payment Terms' the terms by which We manage Your Account and the ways You pay the Charges including any credit limit applied to Your Account;

'Portal' the exclusive selection of Content indicated to be available from Us and/or Our partners which You can access from the Equipment using wireless application protocol technology and/or by using the mobile internet;

'Price Plan' the bundle of Services including any Allowance provided to You by Us each month in exchange for Your payment of the Price Plan Charge;

'Price Plan Charge' the charge for the Price Plan Service, which comprises the Monthly Charge for the Price Plan; 'Price Plan Service' the inclusive Service supplied with Your Price Plan, the charges, types of calls You can make, messages You can send, data You can use and details of any other Services and other terms and conditions for which are set out in the "What It Costs" booklet for that Price Plan;

'Renewing', 'Renewal' entering into a new Initial Period in return for a benefit other than the supply of new Equipment at or after the expiry of Your existing Initial Period (or at any other time with Our express consent);

'Roaming' using Your SIM Card to connect to another network whilst You are outside the UK;

'Separate Payment Handling Charge' the charge for the processing by Us of payments made by means other than by direct debit or bank automated clearance system. The charge is applied according to how Your last bill was paid. The charge for the Services remains the same, irrespective of the payment method used;

'Service' a service provided to You by Us including the Price Plan Service and any Additional Service; 'SIM Card' the card or cards provided under this Agreement and used with Equipment to get Services;

'Upgrading', 'Upgrade' entering into a new Initial Period in return for the supply of new Equipment (whether free of charge or on payment by You) at or after the expiry of Your existing Initial Period (or at any other time with Our express consent);

2. Our Agreement

- 2.1. This Agreement starts when We accept Your request for Services. If We decide You need to pass a credit check as set out in point 4.11, this Agreement won't start until You pass the credit check. We may use the information You provide Us to help Us make a credit decision before this Agreement starts. We will open an Account in Your name and apply Charges to it.
- 2.2. If We reject Your request but You incur Charges, We can recover those Charges from You.
- 2.3. We will connect You to the Services as soon as We can.
- 2.4. At the end of the Initial Period this Agreement will continue until terminated.
- 2.5. If You are Renewing or Upgrading the following terms apply to You:
 - 2.5.1. Unless We agree otherwise, a new Initial Period will apply. Once that Initial Period is over this Agreement will continue until terminated;
 - 2.5.2. Your new Initial Period will start from the date that We process Your Upgrade or Renewal.
- 2.6. We don't have to provide You with a Renewal or Upgrade.
- 2.7. We don't have to allow You to change Price Plan.
- 2.8. If You already have an Account with Us, any additional SIM Card that You request will be added to that Account. For the avoidance of doubt, if You have more than one SIM Card, each SIM Card may provide You with Services which are subject to a separate Initial Period and therefore Agreement, with Us. As a result, the Initial Period that applies to each SIM Card may not begin and end at the same time.
- 2.9. The following terms apply to SIM Cards:
 - 2.9.1. If a SIM Card is lost, stolen or damaged, You should call customer services for a new one. (See point 4.6 below). We may charge for a replacement;
 - 2.9.2. We own the SIM Card and license You to use the telephone number associated with it. You can only use a SIM Card to use the Services;
 - 2.9.3. We can change a SIM Card's phone number(s) if We have a good reason, for instance, a legal reason or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new phone number will apply to Your SIM Card once any notice period that We are able to give You has run out;
 - 2.9.4. We reserve the right to recall any SIM Card from You at any time to enhance or maintain the quality of the Services or Your Equipment.
- 2.10. We may set and change credit limits for Charges. We can suspend Your access to the Services if Your limit is exceeded. Charges are not capped by any limit We set as some Charges, for example international and Roaming call charges, may not be recorded against Your Account immediately, and the Charges incurred could therefore exceed Your credit limit before Your Account is suspended.
- 2.11. We will make a copy of Our current version of these terms and conditions available on Our website. We can change these terms and conditions for any good reason, for instance, if We want all customers on the same conditions. We will tell You about the change beforehand, as explained here.
 - 2.11.1. If You are a Consumer and the change of terms and conditions is not of material detriment to You or You are not a Consumer, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will automatically apply to You once that notice has run out;
 - 2.11.2. If You are a Consumer and the change is of material detriment to You, We will send You Written Notice 30 days before the terms and conditions are due to change. The new terms and conditions will apply to You once that notice has run out, unless You terminate Your Agreement with Us within that notice period. If You do this You won't have to pay any Cancellation Charge that would otherwise apply, see point 7.2.3.2. 2.11.3. We can change these terms and conditions if new laws or rules make it

necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.

- 2.11.3. We can change these terms and conditions if new laws or rules make it necessary or where We are required to do so by OFCOM or any other regulatory body. We will endeavour to give You 30 days' Written Notice if We have to do this. The new terms and conditions will automatically apply to You once any notice period that We are able to give You has run out.

3. Our Services

- 3.1. We will always try to make the Services available to You but sometimes they may be unavailable as a result of, or be affected by:
- 3.1.1. things like the weather and faults in other networks; or
- 3.1.2. degradation, congestion or maintenance requirements of the Network including (but not only) re-positioning and/or decommissioning of base stations.
- 3.2. At any time Our Network comprises lots of different types of technologies. The Services are made available provided You are in range of base stations forming part of the relevant technological Network when trying to use any particular Service. For example, You can only use 3G Services when You are in range of a 3G base station. You may have to connect to a particular Price Plan and/or use particular Equipment to gain access to certain Services. Any coverage maps are our best estimate of Our outdoor coverage but not a guarantee of service coverage which may vary from place to place.
- 3.3. You may use the Service to contact the emergency services for free by calling 999 or 112 (or by sending an SMS to 999 if you are registered to contact emergency services by SMS) provided you are in range of a base station forming part of Our Network. If You are not within range of one of Our base stations, or if Our base station is not transmitting for any reason, Your Equipment may try to use another mobile network to connect Your call to the emergency services. Depending on Your Equipment, Your approximate location using certain location data may be provided to the emergency services. See Your Price Plan terms and conditions for any other restrictions on access to emergency services.
- 3.4. We reserve the right to manage Your use of Our Network in order to protect it for the use of all of Our customers. We may therefore apply traffic management controls from time to time. Details of Our current policy are on Our website.
- 3.5. The Services are made available provided that You also comply with the following conditions, which are a fundamental part of this Agreement between You and Us:
- 3.5.1. The Services are not used for anything unlawful, immoral or improper;
- 3.5.2. The Services are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;
- 3.5.3. The Services are only used with Equipment approved for use with the Network and all relevant laws and rules are followed;
- 3.5.4. The Services are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy, an infringement of copyright or any other intellectual property right or otherwise unlawful;
- 3.5.5. The Services are not used to access or use Content in a way that infringes the rights of others;
- 3.5.6. The Services are not used otherwise than in accordance with Our and any other networks' policies for acceptable use, and (if appropriate) any relevant internet standards;
- 3.5.7. You give Us information We reasonably ask for;
- 3.5.8. All reasonable instructions We give You are followed;
- 3.5.9. You comply with any fair use policy applicable to Your use of the Services and if You are in breach of that policy You comply with any reasonable instructions that We issue to You to enable You to remedy that breach and to continue to use the Services;
- 3.5.10. The Services can be used to gain access to the services of a third party voice over internet protocol calling provider, subject to the terms and conditions of Your Price Plan;
- 3.5.11. You must not operate, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including but not limited to: (i) a GSM Gateway, commonly known as a 'SIM box'; (ii) a device used to forward or divert calls with the intention of reducing Your charges for that call; or (iii) illegal repeaters (a device to boost coverage which is unlicensed and used without Our express prior written consent);
- 3.5.12. You must not sell or attempt to sell or otherwise provide commercial services using Our Network to any third party without Our express prior written consent;
- 3.5.13. You, or anyone who uses Your SIM Card, must not damage the Network or put the Network at risk, or abuse or threaten Our staff;
- 3.5.14. Any information You give to Us, on which We may rely in making decisions concerning the provision of Services under this Agreement, must be true at the time You give it;
- 3.5.15. You must give Us any deposit or extra deposit that We ask for; and
- 3.5.16. You comply with any requirement of Ours to set up an online account for billing purposes. (See point 4.4.3).
- 3.5.17. You must not access any Age Restricted Services unless You are older than the required age. If You are allowed to access Age Restricted Services, You must not show or send content from the Age Restricted Services to anyone younger than the specified age. If You let anyone under the specified age use Your Equipment, You must deactivate access to the Age Restricted Services.
- 3.6. Any failure to comply with any of the points in point 3.5 will entitle Us to suspend or disconnect the SIM Card from the Network. We will also be entitled to terminate this Agreement and You may have to pay a Cancellation Charge.
- 3.7. By using the Services You consent to Us copying and/or modifying images or information You have created where such copying and/or modification is carried out for the purposes of transmission. This also applies where You use the Portal.
- 3.8. If You access the Services on or near the border of the Network and the network of any third party, You agree that You may not be able to access the Network but may instead be connected to the network of one of Our Roaming partners. Calls that You make will then be charged as if You were Roaming and those calls will not come out of any Allowance (unless the relevant "What It Costs" states otherwise).
- 3.9. Allowances which include (or Charges which are for) calling a UK mobile number will exclude calls to networks in the Isle of Man and the Channel Islands. Calls to customers of certain UK mobile networks may also be excluded. Please refer to Our "What It Costs (Non Standard Charges)" booklet for details.
- 3.10. We'll use Our reasonable efforts to make commercial arrangements to enable You to access other networks so that You can use the Services whilst Roaming. We can't guarantee the quality and coverage that any other network may provide. Additional Charges for

Roaming are set out in Our "What It Costs (Non Standard Charges)" booklet. You may have to ask Us to set up Your Account for Roaming.

- 3.11. Any Equipment that We provide to You will be locked to Our Network. It may not be possible to unlock such Equipment so that it can be used on the network of another mobile provider. If the Equipment can be unlocked, We may unlock it for You at Our absolute discretion and We may charge You for this service. Please see Our "What It Costs (Non Standard Charges)" booklet.
- 3.12. We will allocate You a phone number to use with Your Equipment on the Network. You may also use a phone number transferred to Us from another mobile network operator. You can also take your telephone number with You when You leave Our Network. We will transfer Your telephone number to or from Our Network. Please see the porting compensation scheme on our website for more information on transferring Your telephone number.
- 3.13. You may get Equipment from Us when you take out a Price Plan. Unless We tell you otherwise, We will own any Equipment provided by Us for the first twelve months of the Initial Period. During this time, You:
 - 3.13.1. Cannot sell or otherwise permanently give the Equipment to anyone else;
 - 3.13.2. Must take all reasonable care of the Equipment and keep it in reasonable condition (subject to usual wear and tear) as if You owned it; and
 - 3.13.3. Cannot change or alter the Equipment, other than standard software updates and app purchases.
- 3.14. After twelve months of the Initial Period, and provided You have not broken any condition of this Agreement according to point 3.15 below, You will automatically own the Equipment.
- 3.15. If during the first twelve months of the Initial Period, and before You get ownership of the Equipment provided to You by Us, you break any condition of this Agreement according to points 4.4.5 or 7.3.1, We may give You Written Notice to return the Equipment to Us.
- 3.16. The Services are for normal person to person use from Your Equipment. We'll decide that the Services are being used improperly if You call and/or text more than 300 different numbers in a month. We will give You Written Notice if We think You are breaking this condition. If You continue to break this condition, We may immediately disconnect Your SIM from the Network.

4. What and how You pay

- 4.1. Our Charges are set out in Our booklets of charges, called "What It Costs". We update these booklets from time to time. You can obtain up to date copies by calling customer services or referring to Our website.
- 4.2. All Our Charges are exclusive of VAT. You shall pay an amount inclusive of any VAT.
- 4.3. You may pay Charges in two different ways. You will pay for certain Services as a Monthly Account and You may pay for other Services as a Pay As You Go Account.
- 4.4. **Monthly Account**
 - 4.4.1. We will make the bill for Your Monthly Account available to You every month by a method of Our choosing, currently post or electronic means. You must pay Your bill by the date set out on it. Additional Services may be charged in arrears or in advance, as set out in Our "What It Costs (Non Standard Charges)" booklet. Other Charges are for the month just passed and any earlier time if not previously charged for.
 - 4.4.2. If You receive Your bill by post, We will make the bill available to You by sending the bill to the postal address that You registered with Us when You joined or, if You have notified Us of a change in postal address, to that new postal address.
 - 4.4.3. If You receive Your bill electronically, We will make the bill available to You through an online account. It's Your responsibility to set up Your online account. Your online account will tell You the date that Your bill is to be made available to You each month. In addition to this, You can ask Us to send You a monthly notification that Your bill is ready to be viewed. That notification may be by sending a message to Your SIM Card or by sending an email to the email address that You provide.
 - 4.4.4. If You have not paid all or part of Your bill by the date set out on it You may have to pay a late payment Charge. We won't ask You to pay this Charge if You make a part payment as described in point 4.4.5.2 below. You will also have to pay the reasonable costs (including debt collection agency costs) of collecting any late payment from You.
 - 4.4.5. If You don't pay any bill by the date set out on it, You will have broken an important condition which is a fundamental part of this Agreement between You and Us and this will entitle Us to suspend Your SIM Card from the Network; and/or terminate this Agreement immediately and charge You a Cancellation Charge; and/or
 - 4.4.6. In addition to our rights under 4.4.5, if you do not pay a bill within the first six months of the Initial Period We may:
 - (i) place Your Equipment on a blacklist so that it cannot be used on any network within the United Kingdom, including Ours, except for making emergency calls and using Wi-Fi. We will give you reasonable Written Notice before We do this, which may be by SMS. We will remove the Equipment from this blacklist once You have paid the bill and/or any Cancellation Charge which We have charged You; and
 - (ii) Remotely disable Your Equipment so that it can no longer be used on any network, except for making emergency calls. We will give You reasonable Written Notice before We do this, which may be by SMS. We will enable Your Equipment once You have paid the bill and/or any Cancellation Charge which We have charged You. We may charge You the cost of enabling the Equipment except where something in point 4.4.7 has happened. We can change Your Payment Terms as a condition of this.
 - 4.4.7. Points 4.4.5 and 4.4.6 will not apply if You have a genuine dispute with Us; and before the date by which Your bill must be paid, You have written (see point 9.6) to Us setting out the details of Your dispute, including the amount of Your claim against Us and the amount You intend to withhold as disputed. If the amount You intend to withhold is less than the total amount You owe Us then You must pay the difference by the date set out on the bill. If You don't, then We can terminate this Agreement immediately.
 - 4.4.8. Our rights set out in here are in addition to any other legal rights We may have against You.
 - 4.4.9. You may have to pay additional Charges, the amount of which is set out in Our "What it Costs (Non Standard Charges)" booklet, for example: the Separate Payment Handling Charge; or the Charge to reconnect You to the Services (see point 6.3); or the Charge for a paper or paper itemised bill; or the Charge if You try to pay Your bill and that payment fails (see point 4.4.4).

5. Our Liability to You

- 5.1. We are only liable to You as set out in this Agreement. We have no other duty or liability to You.

- 5.2. Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do or for any fraudulent misrepresentation We may have made to You.
- 5.3. Except as set out in points 5.1 and 5.2, Our total liability to You for something We or anyone who works for Us does or does not do will be limited to £3,000 for each SIM Card for one incident or £6,000 for each SIM Card for a number of incidents within any 12 month period.
- 5.4. If You are not a Consumer, We are not liable to You in any way for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement. This includes but is not limited to loss of income; business; anticipated savings (meaning costs You expected to avoid by using Equipment or Services) or anticipated profits, loss of property or loss of use of property.
- 5.5. If You are a Consumer, We are not liable to You in any way for any loss of income; business or profits; or for any loss or damage that was not reasonably foreseeable at the time You entered this Agreement.
- 5.6. You must tell Us about any claim as soon as reasonably possible.
- 5.7. We will not be liable to You if We cannot carry out Our duties or provide Services because of something beyond Our control.
- 5.8. We will not be responsible for any harm You suffer from a Virus which infiltrates Your Equipment, whether it was transmitted via the Services or otherwise. You remain responsible for all Charges applied to Your accounts for the use of any Services activated by such a Virus.
- 5.9. This point 5 will apply even after this Agreement has been terminated.

6. When We may suspend or disconnect the Services

- 6.1. We may suspend the Services or terminate this Agreement and disconnect any SIM Card from the Network without warning if:
 - 6.1.1. The Network breaks down or needs maintenance. We will try to make sure this does not happen often; or
 - 6.1.2. You or anyone who uses Your SIM Card does not keep to the conditions of this Agreement or any other Agreement with Us or Our Group Companies.
- 6.2. You are liable for Charges during suspension unless We decide otherwise. We would not make You pay Monthly Charges or other recurring Charges during the suspension period only if there was a severe disruption to the Network (meaning that there was a breakdown in over 90% of the Network which lasted for 3 days or more) or where the Network has completely broken down.
- 6.3. We can charge to reconnect You to the Services except where something in point 6.1.1 happened. We can change Your Payment Terms as a condition of reconnection.
- 6.4. The rights that We have under this point 6 are in addition to the other rights that We have to suspend and/or terminate the Services and/or suspend or terminate this Agreement as set out in the following other points of this Agreement: 3.6, 4.4.5 and 7.3. If We suspend the Services for any reason set out in points 6, 3.6, 4.4.5 and 7.3, and the Services are suspended for more than 60 days, You may have to pass a credit check to reconnect the Services.

7. Changing Charges and terminating this Agreement

- 7.1. Changes to Services and Charges
 - 7.1.1. We can lower any Charge at any time without telling You beforehand, although We will try to tell You if We can.
 - 7.1.2. We can suspend, change, increase the price of or withdraw part or all of the Additional Services on giving active users of the Additional Service a reasonable period of Written Notice. The change will then apply to You once that notice has run out.
 - 7.1.3. We can suspend, change or withdraw Your Price Plan or Price Plan Services. We will give You Written Notice 30 days before We do so. The change will then apply to You once that notice has run out.
 - 7.1.4. Your Price Plan Charge and, if applicable, any Additional Commitment Service Charge includes an annual price increase, which will be the annual percentage increase in the Retail Price Index (RPI) published by the Office for National Statistics. We will give You 30 days Written Notice of the increase to take effect in March of each year and use the most recently published RPI figure before we give You Written Notice under this point 7.1.4.
 - 7.1.5. We can increase your Price Plan Charge, or any other Charges, if We are required to do so as a result of any new legislation, statutory instrument, government regulation or any new taxation which We need to pass on to You as a matter of law.
- 7.2. Your termination rights
 - 7.2.1. You can give Us notice to terminate this Agreement, to take effect on or after the end of the Initial Period. However (except as set out in point 7.2.3) if, in our total discretion, We accept notice from You to terminate this Agreement within the Initial Period, You will have to pay Us a Cancellation Charge. You can terminate this Agreement without having to pay Us a Cancellation Charge after the Initial Period has ended.
 - 7.2.2. You can only give Us notice to terminate this Agreement by calling customer services. Subject to point 7.2.1, Your Agreement will terminate 30 days from when We receive Your call, although You are free to change Your mind and call Us to withdraw Your notice of termination at any time during that period. You will be responsible for all Charges up to and including the date that this Agreement terminates.
 - 7.2.3. A Cancellation Charge won't apply if You are within the Initial Period and:
 - 7.2.3.1. Our entitlement to operate the Network ends at any time; or
 - 7.2.3.2. You are a Consumer and the change that We gave You Written Notice of in point 2.11.2 above is of material detriment to You and You give Us notice to immediately cancel this Agreement before the change takes effect; or
 - 7.2.3.3. We have given You Written Notice of an increase in a Price Plan Charge under point 7.1 that is higher than the annual percentage increase in the Retail Price Index (RPI) as calculated in point 7.1.4; and You give Us notice to immediately cancel this Agreement before the change takes effect. 7.2.4. If You are terminating this Agreement and a Cancellation Charge doesn't apply because the circumstances outlined in clause 7.2.3 have occurred, You can then ask for a refund of any unused Pay As You Go Account balance that You may have.
- 7.3. Our immediate termination rights
 - 7.3.1. We can terminate this Agreement immediately and You must pay Us everything that You owe, including any Cancellation Charge, if any of the following happen:
 - 7.3.1.1. You break an important condition of this Agreement or a number of less important conditions;
 - 7.3.1.2. You break a less important condition of this Agreement and do not put it right within 7 days of Us asking You to; or
 - 7.3.1.3. If any step is taken to make any kind of arrangement that would compromise Your liability to pay Your debts; or (A) if You are an individual and You are unable to pay your debts or if any step is taken to make You bankrupt; or (B) if You are a company or other organisation and You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986) or any step is taken to appoint an administrator, liquidator (for a reason other than solvent reorganisation), or receiver over You

or any of Your assets. We can also terminate this Agreement if something similar (in any country) happens or if We think any of these things may happen.

- 7.3.2. We can terminate this Agreement if any licence of Ours to run the Network is ended. However, as described in point 7.2.3.1, You won't have to pay a Cancellation Charge.

8. Portal access

- 8.1. If You have Equipment which enables You to access the Portal, this section applies to You.
- 8.2. We will try to maintain Content on the Portal which is within Our control, but We can't promise that it will always be complete, accurate and up to date. We aren't responsible to You or any third party for any action You take because You relied on what We said or how We provided Content on the Portal.
- 8.3. We will try to give You Written Notice (as described in point 7.1.2 above) a reasonable period before changing an Additional Service which is Content. However, We may have to change, suspend, withdraw or increase the price of Content without giving You any warning. The new nature of the Content will be clear before You buy the Content following any change and if You then purchase the Content following the change, We will take that as acceptance of the new Content and its price.
- 8.4. We may provide links to other third party websites which may include links to the websites of Our partners. If You follow those links, You will be leaving the part of the internet or Portal that We or Our partners control. Because of that, any content or webpage that You access (directly or indirectly) is the responsibility of the third party who makes that content or webpage available to You. We don't check (and so We don't necessarily recommend) what is available on any third party website. We can't make any promise to You about whether the content on any third party website is accurate, complete or reliable. We also cannot promise that the website will work for as long as You need it or whether it will even work at all.
- 8.5. You (and not Us in any way) are entirely responsible for anything that You upload, e-mail, post or otherwise transmit via Portal access. You agree that You will obey any acceptable use policy or fair use policy that We may have. If You fail to do so, points 3.5.9 and 3.6 will apply.
- 8.6. Your ability to access a secure internet environment will be dependent on Your Equipment and the third party supplier of Content.
- 8.7. This point 8 will apply even after this Agreement has been terminated.

9. General

- 9.1. You need to get Our explicit prior consent before You can transfer or try to transfer any of Your rights and responsibilities under this Agreement. We may transfer any of Ours without Your permission, provided the level of service You currently experience is not reduced as a result.
- 9.2. We can record any conversations between You and Our staff.
- 9.3. We may send notices to either Your postal address, Your online account, or Your email address regardless of how Your bill is made available to You. We may also send You 'over the air' updates to Your phone which may make some minor adjustments to the functionality or display on Your phone. You'll need to accept these changes which may include doing anything reasonable We request.
- 9.4. You must call customer services straightaway about any change in Your postal address or email address. It's Your responsibility to make sure that the email address that You give Us is correct, current and works at all times. If You change Your email address or it stops working for any reason, You must notify Us immediately. If You fail to inform Us of any change, We will continue to make Your bill available to You by either (depending on how You receive Your bills) sending it to the last postal address that You gave Us or making Your bill available in Your online account and sending any notification to the last email address that You gave Us. Those bills will be payable in accordance with point 4.4.
- 9.5. We aren't responsible for messages that don't get to You because Your Equipment is turned off or not connected to the Network.
- 9.6. Unless otherwise stated in this Agreement, any notices from You to Us must be sent to: ITCS Sony Technology Centre, Pencoed Technology Park, Bridgend, CF35 5HZ
- 9.7. Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.
- 9.8. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
- 9.9. English law will apply to this Agreement and any disputes will be settled in the Courts of England and Wales, Scotland or Northern Ireland (as applicable). You may be able to take your disputes to adjudication under the Communications and Internet Services Adjudications Scheme, the details of which are set out in our Complaints Code of Practice. We will give you a copy if you ask for it.
- 9.10. If a point or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any point or condition that is not legally effective with a point or condition of similar meaning that is.
- 9.11. You confirm that the information that You provide to Us, including Your registration details, is true, accurate and complete. You agree to inform Us immediately of any changes to Your details by contacting Our customer services as set out in point 9.21.
- 9.12. We will only use Your personal information in accordance with the terms of this Agreement and Our privacy policy which You can find on Our website at www.itcs.co.uk/terms.
- 9.13. We and/or Our Group Companies will use Your personal information for providing the Services, Equipment and related products to You, administration of Your account and billing, advertising, marketing, research, analytics, credit scoring, customer services, tracking the Equipment You are using on Our Network and web use and profiling Your preferences. We will disclose Your information to Our service providers and agents to help Us with these purposes. We will keep Your information for a reasonable period after Your contract with Us has finished in case You decide to use Our Services again and may contact You about Our Services during this time.
- 9.14. You agree that We, Our Group Companies and Our carefully selected business partners can use information about You, including information about Your use of Our Network, Services and related products and the location of the Equipment You are using on Our Network, to tell You about products, services or promotions offered by Us and third parties that may be of interest to You and for research and analytics purposes. We may contact You by post, fax, email, telephone, electronic messaging (including but not limited to SMS and MMS) or online or via any other interactive media. If You would prefer not to receive direct marketing communications from Us, simply let Us know and We will stop sending them to You. Please see Our privacy policy at www.itcs.co.uk/terms for further details. If You will be giving the Equipment to someone else to use on our Network (for example, if You are paying for the Equipment for a family member), then You agree that You have told that person how We will use their information and obtained their consent to this.

- 9.15. You have a right to ask for a copy of Your personal information and to correct any inaccuracies. Please see Our privacy policy for further details.
- 9.16. In the event of a personal data security breach that affects You, We will notify the relevant authorities, and if appropriate, We will notify the subscriber or user of Our Services who is affected by the breach in writing. A personal data security breach that affects You (or the subscriber/user) does not give You the right to terminate this Agreement.
- 9.17. We will carry out any activity or disclosure of Your personal information to comply with Our legal and regulatory requirements, for law enforcement purposes and to detect, prevent or investigate crime, fraud and misuse of or damage to Our Network, Services and related products.
- 9.18. You have a right to choose whether Your details are included in directory listings, including the Phone book. If You want Your details included, please contact Our customer services department.
- 9.19. This Agreement is the whole agreement between You and Us. Any other information that You may have seen or heard before You entered into this Agreement isn't included.

All Services under this agreement

10. Limitation of liability

- 10.1. ITCS is not responsible for the loss of Customer data. ITCS is responsible for ensuring the backup software and related hardware (when applicable) is set up correctly, however, the Customer is ultimately responsible for ensuring the appropriate backups are completed and that data is copied off site or otherwise secured appropriately.
- 10.2. The liability of ITCS for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances, shall exceed the aggregate price paid for the services under the Agreement up to the date in question.
- 10.3. In no event shall ITCS, its partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by ITCS.

11. Right to novate

- 11.1. In the event that ITCS is acquired, merged, or sold in whole or in part to another entity (the "Successor"), the Company reserves the right to novate this Agreement to the Successor without further consent from the other Party, provided that the Successor assumes all of the Company's obligations under this Agreement. The Company will notify the other Party in writing of any such novation and provide the details of the Successor entity.
- 11.2. Upon novation, all references to the Company within this Agreement shall refer to the Successor, and the Successor shall be bound by all the terms and conditions as if it were the original party to this Agreement. The other Party agrees that such novation does not constitute a breach or termination of this Agreement.

12. Price Review and Adjustment

- 12.1. The Provider reserves the right to review and adjust the pricing for services under this agreement at the end of each calendar year. Adjustments will be based on the rate of inflation, as measured by the Retail Price Index (RPI) or the Consumer Price Index (CPI), whichever is highest for the preceding 12 months.
- 12.2. The adjusted pricing will apply to the services from the beginning of the next contract year, and the Customer will be notified in writing at least 30 days prior to the effective date of the new pricing.
- 12.3. In cases where the relevant RPI or CPI is negative, the Provider may opt not to increase the pricing. However, no reduction will be made based on negative inflation rates.
- 12.4. The Provider's decision to adjust pricing in line with inflation does not prevent further price adjustments where significant changes in market conditions, material costs, or regulatory requirements impact service provision. Such adjustments will also be notified to the Customer in advance.
- 12.5. If, due to exceptional circumstances or external factors outside of the Provider's control, service costs increase significantly, the Provider may propose a reasonable additional price adjustment. In such cases, the Customer will be given a minimum of 60 days' notice, with a detailed explanation of the reasons for the adjustment.

13. Entire Agreement

- 13.1. The Support Services Agreement supersedes all prior Agreements made between ITCS and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to ITCS's IT Support Services.
- 13.2. The Agreement does not supersede the General Trading Terms and Conditions of ITCS for any other business activities that the parties are or have been engaged in or may be engaged in the future.
- 13.3. No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.
- 13.4. If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.
- 13.5. These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. ITCS and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.
- 13.6. Headings are included for convenience only and shall not affect the interpretation of the Agreement.

14. Sole appointment

- 14.1. The customer shall not allow any person other than ITCS or one of its representatives to support the system(s).

15. Notice

15.1. Any notice given under the Agreement by the Customer to ITCS shall be provided in writing by post or email.

15.2. Any notice given under the Agreement by ITCS to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to ITCS.

16. Liquidated Damages For Direct Hiring of ITCS Employees:

16.1. If, during the term of this Agreement or for a period of twelve months thereafter, you as a Client directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of ITCS (or an ex-employee within twelve months of the employee's termination from ITCS) who has provided services to you the Client on behalf of ITCS. Then you agree that ITCS will be damaged, given that the amount of this damage will be difficult to determine you agree to a fixed price. Accordingly, you the Client agree that for each such ITCS employee hired, you the Client will pay ITCS the annual salary of the employee set at the rate of them leaving ITCS. This amount is agreed as liquidated damages for training and the loss of an engineer to ITCS.

17. Governing Law

17.1. The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

13. Customer Notes