

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

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<p>"Anti-Bribery Laws"</p>	<p>means any and all statutes, statutory instruments, bylaws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act.</p>	<p>"Non-Return Charge"</p>	<p>means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment calculated in the manner set out in the relevant Order Form.</p>
<p>"Assignee"</p>	<p>means an assignee of all or any part of the Company's rights under a Contract, in accordance with condition 19.7, including without limitation the Company's rights and title in and to Equipment.</p>	<p>"Normal Working Hours"</p>	<p>means 9.00am to 5.00pm on any Business Day.</p>
<p>"Bribery Act"</p>	<p>means the Bribery Act 2010.</p>	<p>"OFCOM"</p>	<p>means the Office of Communications and/or any successor body.</p>
<p>"Bar" "Barring" and "Barred"</p>	<p>means the act of barring the Customer from making or receiving certain services on the Equipment.</p>	<p>"Order Form"</p>	<p>means an order form incorporating these Conditions, and to which these Conditions are attached or which is expressed to be subject to these Conditions, which sets out the detail of the order, including (without limitation) the Customer's details and the Equipment and/or Mobile Network Services to be supplied under the Contract.</p>
<p>"Business Day"</p>	<p>means Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays.</p>	<p>"Overseas Data Cap"</p>	<p>means the cap on data usage of £36 per month per End User which will be automatically applied to the Customer's account.</p>
<p>"Charges"</p>	<p>means, in respect of a Contract, the Equipment Charges and/or Service Charges payable by the Customer for Equipment and/or Mobile Network Services as set out in the Order Form or Tariff as applicable, including without limitation any Termination Charge and/or Damage Charges and/or Non-Return Charges.</p>	<p>"Parent Undertaking"</p>	<p>has the meaning given to it in section 1162 of the Companies Act 2006.</p>
<p>"Company"</p>	<p>means Telsolve Limited with company registration number 10138941 and registered office: Unit B, Stafford Park 6, Telford, Shropshire, United Kingdom, TF3 3AT and includes its successors and Assignees.</p>	<p>"Party"</p>	<p>means the Company or the Customer, and "Parties" shall refer to both of them.</p>
<p>"Conditions"</p>	<p>means these terms and conditions entered into between the Company and the Customer.</p>	<p>"Payment Date"</p>	<p>has the meaning given to it in condition 6.6.</p>
<p>"Connection" and "Connected"</p>	<p>means the connection of the Equipment or SIM Card to the selected tariffs and Systems.</p>	<p>"Port" and "Porting"</p>	<p>means the transfer of a mobile number or Mobile Network Service to any alternative mobile service provider and/or mobile service operator.</p>
<p>"Contract"</p>	<p>means the agreement between the Customer and the Company for the provision of Equipment and/or Mobile Network Services consisting of a duly executed Order Form incorporating these Conditions, any Service Specific Conditions and/or any Promotional Terms and any other document incorporated by reference into the Contract.</p>	<p>"Promotional Terms"</p>	<p>means any additional terms which are to apply in relation to the Service Charges payable by the Customer under the Contract (for any particular Mobile Network Services to be provided thereunder) and which may be specified on the Order Form and/or notified by the Company in writing to the Customer in relation to the relevant Mobile Network Services, at the time the relevant Order Form was submitted.</p>
<p>"Contract Year"</p>	<p>means a period of twelve months commencing from either (i) the Commencement Date of the relevant Contract; or (ii) any subsequent annual anniversary of the Commencement Date.</p>	<p>"Rate of RPI"</p>	<p>means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an RPI Increase.</p>
<p>"Customer"</p>	<p>means the person, firm or company specified on the Order Form and any other person appearing to act within that person's, firm's or company's authority and includes where relevant the Customer's permitted assigns.</p>	<p>"Relevant Laws"</p>	<p>means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being.</p>
<p>"Damage Charges"</p>	<p>means, in respect of Equipment, the amount (if any) payable by the Customer for failing to return the Equipment in Good Working Order and Condition calculated in the manner set out in the relevant Order Form.</p>	<p>"Roam Like at Home"</p>	<p>means making and receiving calls, sending and receiving messages, using data, whilst overseas but within the EEA at the same rates as would have been charged had such usage occurred in the UK.</p>
<p>"Director"</p>	<p>means a director of the Company authorised to sign any Order Form.</p>	<p>"RPI Increase"</p>	<p>means an increase in the monthly subscription charges pursuant to condition 6.3.</p>
<p>"Encumbrance"</p>	<p>means an interest in, right or any form of security over property, including, but not limited to (a) any mortgage, pledge, lien or charge; or (b) any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to creditors.</p>	<p>"Service Charges"</p>	<p>means the charges payable by the Customer for Mobile Network Services as described and at the rates specified in the Tariff, including without limitation any call charge, access charge, connection charge, minimum charge and value added service charge.</p>
<p>"End User"</p>	<p>means a user of the Equipment and/or Mobile Network Services.</p>	<p>"Service Operator"</p>	<p>means any mobile network operator.</p>
<p>"Equipment"</p>	<p>means the mobile device(s) (if any) and associated equipment detailed in the relevant Order Form and rented to the Customer on the terms of the relevant Contract.</p>	<p>"Service Specific Conditions"</p>	<p>means any additional terms and conditions which are to apply to a Contract as specified on the Order Form or these Conditions in respect of specific Services.</p>
<p>"Equipment Charge"</p>	<p>means, in respect of any Equipment, the monthly recurring fixed charge specified in the relevant Order Form and payable by the Customer to the Company (in addition to the Service Charges) for each month (or part thereof) during the Term for the right to use and rent the Equipment.</p>	<p>"SIM Card"</p>	<p>means a module which contains Customer Information and which, when used with Equipment, enables access to the Mobile Network Services.</p>
<p>"General Conditions"</p>	<p>means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time.</p>	<p>"Small Business Customer"</p>	<p>means a Customer who has been identified on the Order Form as being a customer who: (i) is not a communications provider; and (ii) has 10 or less workers (whether as employees or volunteers or otherwise).</p>
<p>"Good Working Order and Condition"</p>	<p>means the condition and components of the Equipment as at the time the Contract was entered into, but subject to fair wear and tear over the Minimum Term and the subsequent element of the Term (if any) as reasonably determined by the Company.</p>	<p>"Software"</p>	<p>means software provided by the Company to the Customer to enable the Customer to use the Mobile Network Services.</p>
<p>"Group"</p>	<p>means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time.</p>	<p>"Subsidiary Undertaking"</p>	<p>has the meaning given to it in section 1162 of the Companies Act 2006.</p>
<p>"Migrate" and "Migration"</p>	<p>means the transfer of a mobile number to any alternative service provider on the same network.</p>	<p>"System(s)"</p>	<p>means the public telecommunications systems that the Company makes available to the Customer.</p>
<p>"Minimum Term"</p>	<p>has the meaning given to it in condition 3.2.</p>	<p>"Tariff"</p>	<p>means the Company's tariff for each of the Mobile Network Services which is provided to the Customer and/or notified to the Customer by the Company from time to time and/or used by the Company to calculate the Charges.</p>
<p>"Mobile Bill Cap"</p>	<p>means the cap on certain Charges for Mobile Network Services per Connection (as further detailed at such website address or provided in any other such document as notified to the Customer from time to time), which are over and above the Customer's Tariff, and which has been applied to the Customer's account in accordance with condition 5.9.</p>	<p>"Term"</p>	<p>means the term of the relevant Contract.</p>
<p>"Mobile Network Service(s)"</p>	<p>means the provision of airtime, SMS, MMS and/or data, together with any other services identified in this Contract, by means of the Systems offered by the Company.</p>	<p>"Termination Charge"</p>	<p>means the total Charges which are still to fall due or which would, but for termination of the Contract, have become due under the relevant Contract plus any costs incurred by the Company in terminating any funding arrangements entered into by the Company in connection with the Equipment.</p>
		<p>"Upgrade"</p>	<p>means any supply of a new handset or mobile device.</p>
		<p>"User Instructions"</p>	<p>has the meaning given to it in condition 8.1.7</p>

<p>1.2 Interpretation:</p> <p>(a) A reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.</p> <p>(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.</p> <p>(c) A reference to writing or written includes fax and email.</p> <p>2. CONTRACT FORMATION</p> <p>2.1 The Order Form constitutes the Customer's offer to the Company to: (i) purchase the relevant Mobile Network Services; and/or (ii) rent the relevant Equipment on and subject to the terms of the relevant Contract (each an "Offer"). The Company is under no obligation to accept any Order Form and may, in its absolute discretion, reject or amend any proposed Order Form.</p> <p>2.2 Once an Offer is accepted by the Company (by an authorised representative of the Company signing the Order Form, commencing performance of the Services and/or delivering Equipment to the Customer), a Contract shall immediately come into effect. The Customer's obligation to rent any Equipment and pay the relevant Equipment Charges shall be separate to the Customer's obligation to obtain any Mobile Network Services and pay the relevant Service Charges. The Customer may not terminate the rental of Equipment under a Contract as a result of any failure by the Company to provide any Mobile Network Services. The details recorded on the Order Form, together with these Conditions, any other Service Specific Conditions and/or Promotional Terms (together with other document incorporated by reference into the Contract by these Conditions) shall be the exclusive terms and conditions of the Contract between the Parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon the credit status of the Customer being to the satisfaction of the Company (in its sole and absolute discretion).</p> <p>2.3 All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon these Conditions which cannot be varied unless agreed in writing by the Company and these Conditions are the only terms and conditions on which the Company will supply the Mobile Network Services and / or any Equipment to the Customer under an Order Form and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation, of order or similar document, (whether or not such document is referred to in a Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing. Unless expressly set out in a Contract, all other terms, conditions and warranties which are implied by law are excluded to the fullest extent permitted by law.</p> <p>2.4 In the event of a conflict between these Conditions and the Order Form, the Order Form will prevail in respect of the relevant Mobile Network Service only. In the event of a conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions will prevail in respect of the relevant Service. In the event of any conflict between these Conditions and the Order Form in relation to any Equipment, these Conditions will prevail. In the event of any conflict between (in relation only to the relevant Mobile Network Services, the pricing of which is the subject of any applicable Promotional Terms) the Promotional Terms and any of either these Conditions, the Order Form and/or the Service Specific Conditions, the Promotional Terms shall prevail (but only in so far as they relate to the amount of Service Charges which are payable by the Customer in respect of the relevant Mobile Network Services (and, for the avoidance of any doubt, the fact that the Promotional Terms are silent on a particular matter whereas any of these Conditions, the Order Form and/or the Service Specific Conditions make provision for the same, shall not be deemed to give rise to a conflict). The Promotional Terms shall not apply to the Equipment and/or Equipment Charges.</p> <p>2.5 Any illustrations, samples or descriptive material provided by the Company, including (without limitation) drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract nor have any contractual force but shall be treated as an approximate only unless specifically stated otherwise. Any savings quoted are estimates and illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company or its licensors and must not be copied or loaned or transferred by the Customer. The Customer acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.</p> <p>2.6 The Customer shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any Equipment and/or Mobile Network Services (as the case may be) by the Company ("Customer Information") are accurate and fully describe the Customer's requirements and the Customer shall be liable for and shall indemnify the Company in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any Customer Information or other instructions in relation thereto, or where the compliance with any such Customer Information or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.</p> <p>2.7 No variation of the terms of a Contract however notified (save with regard to the manuscript details on the Order Form including, where initialised by both Parties, manuscript amendments to the type face, as such details may be inputted by authorised staff of the Company) will be accepted by the Company unless authorised by notice in writing by a Director of the Company.</p> <p>2.8 Each order for Mobile Network Services and/or Equipment shall (for the purposes of this condition 2.9) be deemed (subject to condition 2.1) a separate Contract (whether or not included on the same Order Form) to the effect that any delay or failure to supply Mobile Network Services shall not entitle the Customer (to the extent that any such entitlement exists) to terminate a Contract for other Mobile Network Services and/or Equipment or any other Contract entered into under these Conditions.</p> <p>2.9 Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall procure that any user (including without limitation any of the Customer's End Users, employees, agents or contractors) of the Mobile Network Services and/or Equipment shall not do such act or thing.</p>	<p>2.10 The Customer warrants and undertakes to the Company that it is entering into a Contract for the purposes of its trade, business and/or profession and is not acting as a consumer.</p> <p>2.11 In connection with Customer's application for Mobile Network Services or Equipment, the Customer shall procure that its owners, directors, officers and assigns are made aware of, the Company, its Assignee(s) and/or its potential Assignees carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns and the Customer undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency.</p> <p>2.12 Any Contract for or which includes Equipment is, until the delivery of the applicable Equipment, conditional upon the availability of the relevant Equipment and the Company providing confirmation by email to the Customer that the terms stated on the Order Form of the applicable Contract for Equipment do not contain any errors or omissions.</p> <p>3. TERM</p> <p>3.1 Each Contract or Connection will commence on and from the date that (i) any Mobile Network Services requested on the Order Form are available for use by the Customer; and/or (ii) any Equipment requested on the Order Form is delivered to the Customer in accordance with these Conditions, whichever is the earlier date ("Commencement Date") and shall continue for the duration of the Term in accordance with condition 3.2.</p> <p>3.2 Subject to condition 13 and condition 3.5 below, each Connection shall continue for a minimum term of twenty-four (24) months (or such other period set out in the Order Form) from the Commencement Date ("Minimum Term"), and shall continue indefinitely thereafter until terminated by either Party; (i) giving not less than ninety (90) days' prior written notice, such notice not to expire sooner than the expiry of the Minimum Term, or (ii) in accordance with condition 3.6.</p> <p>3.3 The provisions of conditions 3.1 and 3.2 are applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to Mobile Network Services provided by the Company and to any subsequent Connections or Upgrades from the applicable date of the subsequent connection or upgrade.</p> <p>3.4 Any changes to a Customer's existing subscription to another Tariff will be subject to availability of mobile numbers and a minimum spend by the Customer. Such changes remain subject to the approval of the Company, and nothing in this condition 3.4 shall be construed as an obligation for the Company to change the Customer's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Customer's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.</p> <p>3.5 Subject to condition 3.6, in the event the Customer is a Small Business Customer and has entered into a SIM Card only Tariff, the Contract shall continue for the Minimum Term, and shall (subject to any other termination right) continue indefinitely thereafter until terminated by either Party giving not less than thirty (30) days' prior written notice, such notice not to expire sooner than the expiry of the Minimum Term.</p> <p>3.6 In the event the Customer wishes to Port or Migrate 24 Connections or less following the Minimum Term, termination shall take effect from the date such Porting or Migration occurs.</p> <p>4. CREDIT ACCOUNT</p> <p>4.1 A Customer account will be opened and a credit limit (inclusive of VAT) will be notified to the Customer and this credit limit should not be exceeded by the Customer. The Company reserves the right to suspend the Customer's account and any use of the Mobile Network Services in the event that this credit limit is exceeded at any time (any such suspension shall be without prejudice to the Customer's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges). Any increase in the credit limit must be requested in writing and will be subject to approval by the Company, which may entail further credit checks in accordance with condition 2.12. The Company does not accept responsibility for the Customer exceeding the credit limit due to any reason, including but not limited to billing cycles or delays in the availability of call data. Customers who anticipate exceeding their credit limit should contact the Company to avoid their Mobile Network Services being suspended.</p> <p>4.2 Credit limits are subject to periodic review at the Company's discretion. The Company may require that a deposit be placed with the Company in cases where the Customer incurs monthly charges in excess of the credit limit and the Customer authorises the Company to debit their credit card, where details have been provided, at the Company's discretion for this excess amount overdue, or for any amount over the credit limit set.</p> <p>5. CONNECTION TO THE SYSTEM AND PROVISION OF THE MOBILE NETWORK SERVICE</p> <p>5.1 Subject to these Conditions, the Company will connect and maintain the connection of the Equipment to the System and, subject to the geographical coverage of the System from time to time and any other limiting factors not under the Company's control, the Company will use its reasonable endeavours to make the Mobile Network Services available to the Customer throughout the term of the relevant Contract.</p> <p>5.2 The Company shall be entitled, at its absolute discretion to transfer the Customer to another Service Operator, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, thirty days (30) days written notice shall be given by the Company of such changes prior to them being made.</p> <p>5.3 The Customer recognises and acknowledges that the Mobile Network Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Mobile Network Services and/or Systems may fail (including without limitation if there is a power failure or a power cut affecting the whole or part of the Mobile Network Services and/or Systems) or require maintenance without notice.</p> <p>5.4 Subject always to condition 5.6, the Customer hereby elects (unless otherwise stated on the Order Form) to waive any rights it may enjoy in respect of any cap on the volume and/or charges which may accrue in respect of its usage of the Mobile Network Services outside the United Kingdom. Unless otherwise stated on the Order Form, the Mobile Network Services are provided without a Bar on premium rate and international calls or any other usage (excluding data usage which is subject to condition 5.6) made whilst in the UK and/or overseas unless the Customer has specifically requested in writing that the Company disables these calls and/or usage or the Company elects to disable such calls and/or usage for its own commercial purposes.</p> <p>5.5 Subject to condition 5.6, any calls, messages and data received or sent whilst outside of the UK but within the EEA shall be billed to the Customer under the Roam Like at Home rules and any calls will be charged in per second increments. Subject to condition 5.6, any calls made or received whilst outside of the EEA may be charged in per</p>
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- second increments at rates set by the overseas network(s), and calls made or received, messages and data received or sent whilst outside of the EEA shall be charged with any additional handling and network charges by such overseas network(s). Premium rate calls can be charged at rates as may be set out in the Tariff for premium rate calls from time to time and such calls are not included in any bundle of inclusive calls which may form part of the Tariff for the Mobile Network Services. The Customer shall provide information upon request by the Company regarding the usage of roaming services, if the Company believes that such usage is not in line with such fair use policies as notified to the Customer from time to time.
- 5.6 Unless otherwise stated on the Order Form or otherwise agreed in writing between the parties, all End Users of the Customer shall be automatically opted into the Overseas Data Cap. The Customer may opt out of such Overseas Data Cap on a per End User basis as agreed with the Company. Any data usage over and above this Overseas Data Cap shall be automatically Barred, unless otherwise requested by the Customer to remove such Bar.
- 5.7 The Company bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- 5.8 For the avoidance of doubt, any unavailability of the Mobile Network Services or the transfer of the Customer to another Service Operator shall not affect the Customer's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.
- 5.9 The Customer can elect to opt into the Mobile Bill Cap and set the value of such Mobile Bill Cap via the Order Form. If this option has not been chosen by the Customer or no Mobile Bill Cap has been stated, a Mobile Bill Cap will not be applied to the Customer's account unless otherwise agreed with the Company. Where the Customer has opted into the Mobile Bill Cap, any usage of certain Mobile Network Services over and above the specified Mobile Bill Cap will be automatically barred.
- 5.10 The Customer shall refer any dispute it has with the Company to Andy Wood at Andy@telservice.co.uk Where the Customer is a Small Business Customer it shall be entitled to refer any dispute to the Ombudsman Services: Communications in accordance with the Company's complaints procedure. Nothing in this condition 5.10 shall prevent the Customer or the Company from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.
- 6. CHARGES AND PAYMENT**
- 6.1 Subject to condition 6.2, the Tariff chosen by the Customer in respect of the Mobile Network Services on commencement of a Contract will remain the minimum Tariff selected for the Minimum Term and the terms and conditions relating to the selected Tariff shall apply unless agreed between the parties in writing.
- 6.2 Without prejudice to condition 6.3, the Company may on not less than thirty days (30 days) notice to the Customer, change the rates in any Tariff or price list, such change not to become effective during the Minimum Term of the relevant Mobile Network Service unless the change arises due to:
- 6.2.1 a change in the costs to the Company due to a requirement or direction of OFCOM; and/or
- 6.2.2 a change in the costs charged to the Company by its suppliers.
- 6.3 The Company will increase the monthly subscription charges for the Mobile Network Services in April of each year following the Commencement Date by the increase (if any) in the Rate of RPI announced in February. For example, if the monthly subscription charges for Mobile Network Services are £21 per month on the Commencement Date, and the Rate of RPI (for illustration purposes only) announced in February is 3.0%, the Customer's monthly subscription charges will increase to £21.63 on the Customer's first April bill (i.e. $£21 \times 1.030 = £21.63$). If the following year's Rate of RPI was announced in February as 2.7% (for illustration purposes only), the Customer's monthly subscription charges will increase to £22.21 a month (i.e. $£21.63 \times 1.027 = £22.21401$).
- 6.4 Where the Company provides Equipment to the Customer under a Contract, a separate Equipment Charge will be payable to the Company for each month (or part thereof) during the Minimum Term and any element of the Term thereafter.
- 6.5 The Customer must pay the Company the Equipment Charge, for the duration of the Minimum Term and any element of the Term thereafter, without any deduction, withholding, set-off, counterclaim or appropriation whatsoever by direct debit (unless agreed otherwise). For the avoidance of doubt, the Equipment Charge is payable to the Company or its Assignee even if the Equipment cannot be used for any reason whatsoever and regardless of any problems or disputes relating to any Mobile Network Services, the Systems and/or the Service Operator. The Equipment Charge is a separate and independent obligation of the Customer which, once paid, is not refundable for any reason save in the case of error.
- 6.6 The Customer shall be invoiced monthly in arrears for any usage based Charges (such as the Service Charges) and monthly in advance for any monthly access or other fixed Charges (including Equipment Charges) and shall pay the Charges by Direct Debit within fourteen (14) days of the date of the invoice (unless otherwise expressly agreed with the Company and set out on the Order Form) (the "Payment Date"). The acceptance by the Company of payment by any method other than Direct Debit may incur a monthly administration fee of £3.00 per Connection. All payments must be received within fourteen (14) days of the Company's invoice date.
- 6.7 The Customer will pay any agreed initial Charges, the monthly access Charge, the Equipment Charge and any other fixed monthly Charges (each as defined in the applicable Order Form), on or before the Payment Date in each month.
- 6.8 The Tariff and/or Equipment Charges that the Company makes available to the Customer are subject to the length of contract chosen by the Customer on the Order Form and the terms applicable to such Tariff and/or Equipment, and are based upon the predicted or anticipated revenue over the Customer's contract term for Mobile Network Services (including any notice period). In the event that the Customer fails to make payment for the Mobile Network Services for (or otherwise breach the Contract during) the Minimum Term, and fails to make payment of any early termination charges (including without limitation, those Charges set out in condition 9.5), the Company reserves the right to invoice the Customer for such predicted or anticipated revenue at full retail price without discount, over the full applicable contract term including notice period and to recover any benefits received and losses incurred. Notwithstanding the foregoing, nothing in this condition 6.8 shall apply to Equipment and/or reduce the amounts payable by the Customer in the form of Equipment Charges.
- 6.9 The Customer shall pay all Charges (namely usage in excess of any allowances or bundles that may be comprised in the monthly Charge but without rebate for any unused element of such allowances or bundles, which shall not be carried forward) including without limitation any of the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any handling charges set out in the Tariff. UK calls are billed per second and rounded up to the nearest penny. Charges shall be paid without set-off, counterclaim, deduction or appropriation. In addition, the Service Operators may apply a fixed or minimum call charge, details of which can be found in the tariff terms and conditions on the relevant Service Operator websites.
- 6.10 The Customer may be required to pay a fee of £20.00 per incident for any cancelled, dishonoured or failed Direct Debits or cheques. Any charges under this clause 6.10 will be notified to the Customer in writing.
- 6.11 If payment of any sum payable to the Company is not made on or before the due date, the Company shall be entitled to charge interest thereafter on such sum at either the rate of four per cent per annum above the current base rate of The Royal Bank of Scotland plc from time to time or, if higher, such rate as the Company would be entitled to claim under the Late Payment of Commercial Debts (Interest) Act 1998 (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the due date until the date of payment whether before or after judgment.
- 6.12 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges payable pursuant to these Conditions.
- 6.13 The Customer will promptly advise the Company in writing of any change to its address or bank details.
- 6.14 The Customer authorises the Company to charge the Customer's debit/credit card, where details have been provided by the Customer, with an amount equal to the outstanding balance on the Customer's credit account, where the Customer has failed to pay the Company by the Payment Date.
- 6.15 The Customer authorises the Company to levy a service Charge of three percent (3%) where the Company is debiting the Customer's credit card account with any outstanding balance.
- 6.16 Without prejudice to the Company's other remedies, if the Customer's account remains outstanding for any reason after the original Payment Date, the Company reserves the right to refer the outstanding account to a debt collection agency. If the Company instructs a debt collection agency to collect payment (including (without limitation) interest and late payment charges) on its behalf the Customer must pay the Company's costs payable to the agency, who will add the sum to the Customer's outstanding debt.
- 6.17 If any sum owed by the Customer to the Company under the Contract or any other contract with the Company is not paid by the due date, the Company may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with the Company.
- 6.18 Any invoices issued by the Company in respect of the Charges shall, save in the case of manifest error, be final, conclusive and binding on the Customer.
- 6.19 If the Customer intends to dispute any Service Charges on an invoice, the Customer must do so in writing to the Company within fourteen (14) days of the date of the invoice and provide the Company with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:
- 6.19.1 less than five (5) per cent of the total Service Charges listed on the invoice, the Customer will pay the full amount of the Service Charges; or
- 6.19.2 more than five (5) per cent of the total Service Charges listed on the invoice, the Customer must pay the remaining amount of the Service Charges that is not in dispute.
- The Customer may not dispute the amount of the Equipment Charges, Damage Charges or Termination Charges on any invoice where the charges set out on the invoice are calculated in accordance with the amounts agreed and set out in the Order Form and/or applicable Tariff.
- 6.20 Any delay by the Company in invoicing any Charges shall not prohibit the Company from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay for the same.
- 6.21 Where the Customer is a Small Business Customer, then unless otherwise stated on the Order Form, in the event of any omission or delay by the Company in invoicing the Charges for Mobile Network Services in accordance with the Contract ("Delayed Charges") the Company shall not be prohibited from invoicing the Customer (and the Customer shall continue to be liable to pay the Company) for Delayed Charges, provided that such Delayed Charges are invoiced no later than:
- 6.21.1 the fourth monthly invoice after the month in which the Delayed Charges were incurred by the Customer (where the Customer is invoiced monthly for the applicable Charges); or
- 6.21.2 the next invoice after the invoice on which the Customer should have been invoiced for the Delayed Charges in accordance with the Contract (where the Customer is invoiced quarterly or less frequently than quarterly for the applicable Charges).
- 6.22 Unless the Customer is a Small Business Customer (in which case see condition 6.21), any omission or delay by the Company in invoicing the Charges for Mobile Network Services shall not prohibit the Company from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay the same.
- 6.23 The Customer's obligation to pay any Equipment Charges, any Termination Charges, Non-Return Charges or Damage Charges for Equipment, shall be a separate standalone debt obligation of the Customer.
- 7. SOFTWARE**
- 7.1 Where the Company provides Software to the Customer, the Company will grant the Customer a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the relevant Contract (and to extent necessary to use the relevant Mobile Network Services). If required by the Company, the Customer shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Customer to be able to use the Software.
- 7.2 Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile reverse-engineer or modify the Software, or copy the relevant manuals or documentation.

8. OBLIGATIONS OF THE CUSTOMER

- 8.1 The Customer acknowledges that the System is operated under license and by agreement with the Service Operators and that the provisions of the said licenses and agreements apply to the use of the Mobile Network Service by the Customer. The Customer hereby undertakes:
- 8.1.1 not to use or permit the use of the System or any Equipment for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the Equipment manufacturer, or (c) any other purpose as notified by the Service Operators or the Company from time to time;
- 8.1.2 to comply with any reasonable instructions issued by the Company relating to the System, the Equipment or the Mobile Network Service and to use only equipment approved by the Service Operators and the British Approvals Board of Telecommunications;
- 8.1.3 not to reverse, or permit anyone else to reverse, the charges on any telephone call;
- 8.1.4 not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Mobile Network Service to be impaired;
- 8.1.5 not to sell or resell or distribute the Mobile Network Services or Equipment;
- 8.1.6 not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity in connection with the Customer's use of the Mobile Network Services or Equipment and shall notify the Company immediately upon becoming aware of any such activity;
- 8.1.7 it will carry out such routine day-to-day preventative maintenance measures as may be recommended in the operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");
- 8.1.8 it will ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;
- 8.2 The Customer will promptly advise the Service Operator and the Company, by phone and in writing in the event of loss or theft of the Equipment.
- 8.3 The Customer acknowledges that the Company will accept, and act on behalf of, any instruction received from the Customer, and accept and rely on any additional orders placed with the Company, regardless of authority and/or position, unless levels of authorisation have been pre-advised to and agreed by the Company in writing.
- 8.4 Porting and Migration requests of mobile numbers made during the Minimum Term do not relieve the Customer from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under this Contract. Where the Company provides Porting and Migration the procedure and costs for such services are set out in the Tariff.
- 8.5 The Customer agrees not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission or use of the Mobile Network Services, cause the Company to contravene, any Relevant Laws or General Conditions.

9. EQUIPMENT

- 9.1 The Company will use its reasonable endeavours to deliver the Equipment ordered by the Customer in accordance with the relevant Order Form.
- 9.2 Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer at the address provided to the Company by the Customer.
- 9.3 The Customer acknowledges that at all times during, and for the duration of, a Contract the Company (or its Assignee) shall be the owner of the Equipment For Contracts, the Customer must:
- 9.4.1. hold the Equipment on a fiduciary basis as the Company's or its Assignee's bailee;
- 9.4.2. protect the interests of the Company in the Equipment and this Contract, and must not do anything inconsistent with those interests, including attempting to sell or dispose, grant any interest or Encumbrance, part possession with, or place any plates, stickers or marks on, the Equipment;
- 9.4.3. keep, and return (in accordance with condition 10), the Equipment in Good Working Order and Condition;
- 9.4.4. store the Equipment (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- 9.4.5. not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 9.4.6. insure the Equipment on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
- 9.4 In the event of the Equipment being defective, the Company shall, for a period of twelve months from the date of delivery of any Equipment, at its option and without cost to the Customer return the applicable Equipment to the manufacturer of the Equipment who shall either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of the Company to be the result of faulty design, materials or manufacture, provided that the Company shall have no liability for such defects unless the Customer notifies the Company within five (5) Business Days from the date of delivery and within twenty four (24) hours of any latent defect arising within such twelve (12) month period. If the Company repairs or arranges for the repair of any Equipment outside such twelve month period, the Customer shall pay the Company for any such service at the Company's then prevailing rates.
- 9.5 If the supplier or manufacturer of the Equipment has given the Company warranties for the Equipment then the Company shall (so far as it is able to do so, and at the Customer's cost) assign the benefit of such warranties to the Customer so that, to the full extent permitted by law, the Customer can make any claim on the supplier or manufacturer that the Company could have made.
- 9.6 If the Company repairs or arranges for the replacement and/or repair of any Equipment and/or parts beyond the scope of any warranties, Customer shall pay the Company for any such service at the Company's then prevailing rates. The replacement Equipment and/or parts will be deemed to become part of the Equipment and the property of the

Company and the Customer shall ensure that title to such Equipment is vested in the Company.

- 9.7 If the Company repairs, or arranges for the repair of, any Equipment pursuant to conditions 9.4 and/or 9.6, the Customer shall ensure that any data stored on the Equipment is appropriately backed-up to another device and thereafter deleted from the Equipment before the Equipment is sent to the Company or the manufacturer of the Equipment for repair.
- 9.8 Notwithstanding the foregoing, the Company shall not be liable for or obligated to defend any claims or damages arising out of or related to:
- 9.9.1. a change, alteration or modification of any Equipment not performed by the Company or the manufacturer of the Equipment;
- 9.9.2. combination of the Equipment with any other equipment, data, documentation, items or products not supplied by the Company;
- 9.9.3. the use of any Equipment in a manner or for a purpose for which it was not intended;
- 9.9.4. failure to use or implement an upgrade or replacement version of any Equipment when such upgrade or replacement version is made available by the Company or relevant manufacturer;
- 9.9.5. the import or export of any Equipment in violation of applicable export control requirements, regulations or laws;
- 9.9.6. use or exportation of any Equipment into any countries identified on any US Government embargoed countries list; or
- 9.9.7. use of any Equipment in a manner or for a purpose not authorised under the applicable end user license agreement (if any).
- 9.9 In each of the instances set out in condition 9.9, the Customer shall be obligated to indemnify and hold harmless the Company, its manufacturers and all members of the Company's Group and their respective officers, directors, employees and agents, in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against the Company, its manufactures and all members of the Company's Group, by reason of or arising directly or indirectly out of or in respect of against any claim or liability arising out of such conduct.

10. RETURN OF EQUIPMENT

- 10.1 The Customer shall, within ten (10) days of the last day of the Term, or any earlier termination, at its own expense (which includes all transport, insurance and related costs), deliver the Equipment to Company or any person nominated by Company in Good Working Order and Condition to a place nominated by Company.
- 10.2 If the Equipment is not returned in accordance with condition 10, the Customer must pay the Company an amount equal to two days' Equipment Charges for each day during which the Equipment is not returned unless Company otherwise agrees. If the Equipment is not returned within twenty (20) days of the last day of the Term then the Customer shall pay a Non Return Charge to the Company.
- 10.3 If the Equipment is returned to Company but not in Good Working Order and Condition, then Customer must pay the relevant Damage Charges to the Company in an amount calculated in accordance with the grading table set out in the Order Form.

11. EQUIPMENT TERMINATION

- 11.1 The Customer's right to possession of the Equipment shall terminate immediately in the event that the Company has the right to suspend and/or terminate the relevant Contract.
- 11.2 If any Mobile Network Service is terminated and/or a Contract is terminated for any reason, the Customer must immediately return all of the relevant Equipment pursuant to condition 10.1 and where termination takes place before expiry of the Minimum Term the Customer must pay the Termination Charges for the Equipment (together with any Damage Charges or Non-Return Charges which might be payable under conditions 10.2 or 10.3).
- 11.3 The Customer shall, notwithstanding that ownership of any of the Equipment has not passed to the Customer, remain liable for all Service Charges incurred during a period of theft, damage or loss of the Equipment until such theft, damage or loss is reported to the Service Operator and the Company, and will remain liable for any Equipment Charges, Termination Charges, Damage Charges and/or Non-Return Charges depending on whether the Equipment is replaced or the Contract is terminated.
- 11.4 The Customer grants the Company, its agents and employees an irrevocable licence at any reasonable time to enter any premises where the Equipment is or may be stored in order to inspect, or, where the Customer's right to possession has terminated, to recover the Equipment which is still owned by the Company.
- 11.5 Nothing in any Contract shall entitle the Customer to sell or enter into a contract to sell goods on behalf of any Service Operator or the Company. It is recognised by the parties that the Service Operators retain legal title in any SIM Cards supplied. Accordingly, the parties do not intend that the Customer be entitled to make any claim against any Service Operator or the Company for loss of agency rights or loss of goodwill resulting from the termination of this Contract.
- 11.6 The Customer shall be liable for the repair of Equipment connected under a Contract which becomes faulty or damaged and is outside the manufacturer's warranty. All Customer obligations under a Contract shall remain in force during any period where Equipment is undergoing repair.
- 11.7 All SIM Cards supplied to the Customer shall be returned to the Company upon termination of the Contract. Failure to return any SIM Card may incur a Charge of £30.00 for each card.
12. LIMITATION OF LIABILITY
- 12.1 Unless otherwise stated in these Conditions (or any relevant Service Specific Conditions) the Company makes no warranty in respect of the supply of any Equipment and/or Mobile Network Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the supply of the Equipment and/or Mobile Network Services are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Customer is a consumer, this shall be without prejudice to its statutory rights.
- 12.2 Subject to conditions 12.3 and 12.5, in no circumstances shall the Company's liability to the Customer arising under or in connection with a Contract and whether in contract, tort (including without limitation negligence), misrepresentation, breach of statutory duty or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of any of the Company's obligations under a Contract, in respect of those liabilities in a Contract Year exceed the lower of:
- 12.2.1. 100% of the Charges paid for the Equipment and/or Mobile Network Services (as the case may be) giving rise to those liabilities in the previous Contract Year (which in the case of liabilities arising in the first Contract Year, the relevant limit shall be deemed to be £5,000 (five thousand pounds)), or
- 12.2.2. £5,000 (five thousand pounds).

- 12.3 Subject to condition 12.5, under no circumstances shall the Company be liable in any event under or in connection with a Contract and whether in contract, tort (including (without limitation) negligence), misrepresentation, breach of statutory duty or otherwise for any:
- 12.3.1. loss of revenue (whether direct, indirect or consequential);
 - 12.3.2. loss of sales or business (whether direct, indirect or consequential);
 - 12.3.3. loss of contracts (whether direct, indirect or consequential);
 - 12.3.4. loss of, damage to or corruption of data or software (whether direct, indirect or consequential);
 - 12.3.5. loss of anticipated savings (whether direct, indirect or consequential);
 - 12.3.6. loss of profits (whether direct, indirect or consequential);
 - 12.3.7. liability of the Customer to third parties (whether direct, indirect or consequential); or
 - 12.3.8. indirect, consequential or special losses; whether or not the Company knew or ought to have known that such losses or damages might be incurred.
- 12.4 Neither Party shall be liable to the other Party for any breach of any provision of a Contract (whether in breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty or otherwise) caused by any reason outside the reasonable control or responsibility of that Party including, without limitation, in respect of the Mobile Network Services supplied by the Company, the failure of any Service Operator to provide network services (or any element thereof) to the Company on which it was reliant for the purposes of the relevant Contract, any Act Of God, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.
- 12.5 Nothing in these Conditions excludes or restricts either Party's liability for:
- 12.5.1. death or personal injury resulting from that Party's negligence or its employee's negligence (while acting in the course of their employment);
 - 12.5.2. any fraud, fraudulent misrepresentation or fraudulent misstatement;
 - 12.5.3. any indemnity given under these Conditions; and/or
 - 12.5.4. anything for which the Parties cannot at law limit or exclude their liability.
- 12.6 The Customer agrees that any cause of action that it may have against the Company and/or any of its Group members (including, its (or their) affiliates, directors, officers, agents, consultants and employees) must commence within two (2) years after the cause of action arose, otherwise, the Customer's cause of action is permanently barred.
- 13. TERMINATION AND SUSPENSION OF THE MOBILE NETWORK SERVICES**
- 13.1 Subject to conditions 13.4, 11.4 and 11.5 and without prejudice to any specific termination rights set out elsewhere in these Conditions, the Customer shall not be entitled (once an Order Form has been accepted by the Company pursuant to condition 2.2) to change or cancel an Order Form:
- 13.1.1. at all in respect of Equipment; or
 - 13.1.2. except for termination in accordance with these Conditions relating to the serving of notice to terminate the relevant Mobile Network Services (which shall take effect in accordance with the applicable Conditions), unless otherwise agreed in writing with the Company.
- 13.2 In the event of any termination by the Customer of the Contract or any Connection, the Customer shall:
- 13.2.1. return all Equipment in accordance with condition 10.1;
 - 13.2.2. be liable for any charges which become payable under conditions 10.2 and 10.3;
 - 13.2.3. pay the Termination Charges for the Equipment if the relevant Contract or Connection is terminated before the end of the Minimum Term; and
 - 13.2.4. indemnify the Company in full against all loss including, but not limited to, all losses incurred by the Company as a result of the Customer terminating the relevant Contract or Connection before the end of the Minimum Term or where the Contract or Connection has continued beyond the Minimum Term before the end of the relevant notice period.
- 13.3 Without prejudice to any other rights of the Company under these Conditions or otherwise, the Company shall be entitled at any time and for any reason whatsoever to terminate any and/or all Contracts and/or Connections for Mobile Network Services on the giving of not less than thirty (30) days' written notice to the Customer, without further liability to the Customer. For the avoidance of doubt, in the event that the Company terminates a Contract or Connection under this condition 13.3, the Customer's liability to pay the Charges for Mobile Network Services shall end on the date of termination of the relevant Contract or Connection and the Customer shall not be liable to pay for the Charges for Mobile Network Services applicable for the remainder of any Minimum Term applicable in respect of that Contract or Connection.
- 13.4 A Contract or Connection may be terminated forthwith by either Party by notice in writing if the other Party materially breaches its obligations under these Conditions (including without limitation non-payment of Charges due) or any Service Specific Conditions and in the case of breaches which are capable of remedy such Party fails to remedy such breach within fourteen (14) days of written notice by the other Party of what the breach is and requesting that the breach is remedied.
- 13.5 Notwithstanding anything to the contrary expressed or implied in these Conditions, either Party (without prejudice to its own rights) may terminate all Contracts or Connections forthwith in the event that a liquidator (other than for the purpose of solvent amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is (or is proposed to be) appointed in respect of the whole or part of the assets and/or undertaking of the other Party or the other Party enters into (or proposes to enter into) an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant Party's group of companies).
- 13.6 The termination or expiry of a Contract or Connection shall be without prejudice to any rights or liabilities which have accrued prior to such expiry or termination. Any provision of a Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the relevant Contract or Connection.
- 13.7 Any implied right to terminate for convenience that the Customer may have under applicable law is hereby expressly excluded.
- 13.8 Notwithstanding anything to the contrary in this condition 13, the Company shall be entitled to suspend all or part of the Mobile Network Service (including without limitation any individual Connection) without liability upon the occurrence of any of the following events:
- 13.8.1. if the Customer fails to make payment of the Charges on the Payment Date;
 - 13.8.2. If the Company is entitled to (but at its sole discretion elects not to) terminate a Contract or Connection pursuant to condition 13.1, 13.4 or 13.5;
 - 13.8.3. if any information given to the Company by the Customer is false or misleading;
 - 13.8.4. if the Customer does, or allows to be done, anything which in the Service Operator's or the Company's reasonable opinion may have the effect of jeopardising the operation of the Mobile Network Service;
 - 13.8.5. if the Customer permits the use of the Mobile Network Service or uses the Mobile Network Service for illegal purposes including (without limitation) the use of illegal or unauthorised Gateways (or the Service Operator or the Company believes the same);
 - 13.8.6. if, in the Company's or the Service Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Mobile Network Services or unusual calling patterns such as, without limitation, a disproportionate percentage of incoming calls or zero usage per number of ten (10) minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or which cause network congestion;
 - 13.8.7. if the Company is unable, for whatever reason, to provide the Mobile Network Service or if the Company is required to terminate this Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Service Operator;
 - 13.8.8. if the Customer exceeds the credit limits set in the applicable Order Form and/or the Tariff.
- 13.9 Termination, suspension, disconnection or Barring under this condition 13 shall be without prejudice to the Company's rights accrued up to and beyond the date of termination, suspension, disconnection or Barring.
- 13.10 In the event of termination of the Mobile Network Service and/or a Contract or Connection by the Company in accordance with the provisions of this condition 13, in addition to its obligations pertaining to Equipment termination and relevant Charges in condition 11, the Customer shall, within fourteen (14) days of receipt of the notice of termination, pay to the Company all outstanding Charges including (without limitation), where termination is for any of the reasons specified in conditions 13.4 and 13.5, the amount which would have been payable for the remainder of the term of the relevant Contract or Connection.
- 13.11 Upon termination of a Contract or Connection if the Customer made a deposit, the Company will only return any surplus to the Customer after deduction of all unpaid Charges. Any request for repayment must be made in writing.
- 13.12 After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of a Contract or Connection, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension or Barring including (without limitation) any reasonable disconnection or Barring fee that the Company may wish to charge in its sole discretion. Should the Company elect to disconnect and/or reconnect the Equipment from or to the System, then the Company having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £30.00 for such disconnection or reconnection. Should the Company elect to bar and/or unbar the Equipment from the System, the Company may, in its absolute discretion, charge an unbarring fee of up to £25.00 per SIM Card for such barring or unbarring.
- 13.13 Should termination take place part way through a month, no credit will be given for the post termination part of the month's access Charge(s).
- 13.14 The Customer will remain liable for all Charges incurred prior to termination regardless of when they are invoiced.
- 13.15 Termination, Porting, or Migration of mobile numbers is subject to a charge of £30.00 per number (excluding where the Customer wishes to Port or Migrate 24 numbers or less, in which case there shall be no charge for such Porting or Migration).
- 13.16 Subject to condition 12, if the Customer is unable to use all of the Mobile Network Services for a continuous period of more than three (3) days due to any technical failure (including (without limitation) power cuts, improvement, modification or maintenance of the Mobile Network Service or the Systems) and if the Service Operator offers this to the Company, on application the Customer may receive a credit against their account for their line rental which will represent that part of the line rental for the period of non-availability.
- 14. CALL MONITORING**
- 14.1 The Customer agrees that the Company may monitor and record calls made to or by the Company by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this condition.
- 15. CONFIDENTIALITY AND DATA PROTECTION**
- 15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1. to their employees, contractors or professional advisers who shall require the information in order for the Customer or the Company to fulfil its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause;
 - 15.2.2. in the case of the Customer, its users to the extent that they are required to use or access the Mobile Network Service; or
 - 15.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Information shall not be treated as confidential if it is:
- 15.2.1. lawfully in the public domain; or
 - 15.2.2. lawfully in the possession of the Customer or the Company before disclosure from the other has taken place; or
 - 15.2.3. obtained from a third person who is entitled to disclose it; or
 - 15.2.4. replicated independently by someone without access or knowledge of the information.
- 15.4 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information provided to the Customer by the Company in connection with the Contract the Customer will notify the Company immediately of the request and give the Company ten (10)

Business Days to make representations before releasing the requested information (save to extent otherwise required by law).

16. DATA PROTECTION

16.1 The following definitions apply in this clause 16:

- (a) "Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures": as defined in the Data Protection Legislation.
- (b) "Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
- (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

16.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

16.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Telsolve is the Processor.

16.4 Without prejudice to the generality of clause 16.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Telsolve and/or lawful collection of the Personal Data by Telsolve on behalf of the Customer for the duration and purposes of the Contract.

16.5 Without prejudice to the generality of clause 16.2, Telsolve shall, in relation to any Personal Data processed in connection with the performance by Telsolve of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless Telsolve is required by Domestic Law to otherwise process that Personal Data. Where Telsolve is relying on Domestic Law as the basis for processing Personal Data, Telsolve shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Telsolve from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or Telsolve has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Telsolve complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) Telsolve complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16.

16.6 The Customer consents to Telsolve appointing as a third-party processors for the processing of Personal Data under the Contract. Telsolve confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 16 and in either case which Telsolve confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Telsolve, Telsolve shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 16.6.

17. CHANGES TO THE CONDITIONS, SERVICE SPECIFIC CONDITIONS AND CONTRACT

17.1 The Company may change the Conditions and/or any Service Specific Conditions at any time and will publish any change in line with condition 16.2.

17.2 The Company will publish any changes to the Conditions and/or any Service Specific Conditions online at <https://www.telsolve.co.uk/uploads/website/TermsAndConditions.pdf> (or at such other web address as is notified to the Customer by the Company from time to time) as well as in invoices provided to the Customer stating that the Conditions and/or any Service Specific Conditions have changed, Conditions and/or any Service Specific Conditions:

17.2.1. at least thirty (30) days before the change is to take effect for changes that may be of material detriment to the Customer; and

17.2.2. at least one (1) day before the change is to take effect for all other changes.

17.3 If the Customer wishes to object to any proposed change which is of material detriment to the Customer, the Customer must notify the Customer in writing (addressed to Customer Services, Telsolve Limited, Unit B, Stafford Park 6, Telford, Shropshire, United Kingdom, TF3 3AT) within thirty (30) days of publication of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change. For the avoidance of doubt, the service by the Company of any notice in accordance with condition 17.2.1 shall not constitute either acceptance of or an admission by the Company that any proposed change is of material detriment to the Customer, nor shall the service of notice by the Customer under this condition 17.3 constitute or be deemed to constitute evidence that the relevant change is of material detriment to the Customer. The Customer may terminate the affected part of the Contract by providing thirty (30) days written notice to the Company where the proposed change causes the Customer material detriment which cannot be addressed by the Company to the Customer's reasonable satisfaction subject to such written notice being received by the Company within thirty (30) days of the publication of the proposed change.

17.4 The Company may, if requested by the Customer, provide additional services to be included within the Mobile Network Services under such additional terms and conditions as may be notified by the Company from time to time.

18. ANTI-BRIBERY

18.1 The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

18.1.1. comply with all applicable Anti-Bribery Laws and not cause the Company to breach any Anti-Bribery Laws;

18.1.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.

19. FRAUD AND SECURITY

19.1 The Customer must ensure that user names, passwords and/or PINs used by it and/or its personnel and/or users in connection with the Equipment and/or Mobile Network Services are kept confidential and are only used by authorised users. The Customer will inform the Company immediately if the Customer knows or suspects (or ought reasonably to know or suspect) that a user name, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will regularly change its passwords and PINs.

19.2 The Company reserves the right (at the Company's sole discretion):

19.2.1. to suspend user names and password access to the Mobile Network Services if at any time the Company thinks that there has been or is likely to be a breach of security; and

19.2.2. to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Mobile Network Services.

19.3 The Customer will inform the Company immediately of any subsequent changes to the information the Customer supplies to the Company in connection with the Contract.

19.4 The Customer accepts and acknowledges that the Mobile Network Services are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Mobile Network Services.

19.5 The Customer acknowledges that the Company has no control of a Customer's equipment configuration, voice mail security or other feature services enabled.

19.6 The Customer shall not be responsible for Charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment or Mobile Network Services by the Customer, its End Users or any third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraudulent and/or unauthorised use. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

19.7 Any assistance given by the Company in relation to fraudulent and/or unauthorised use by the Customer or third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or unauthorised use by an employee of the Company acting in that capacity).

20. GENERAL

20.1 Subject to any deemed acceptance by the Customer under these Conditions, no forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these Conditions and/or any Service Specific Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be regarded as a waiver of any of these Conditions and/or any Service Specific Conditions.

20.2 Each Contract (including in relation to non-contractual matters) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).

20.3 Each Contract is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20.4 Any notice, invoice or other document which may be given by either Party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or fax number, given on the Order Form (or such other address, fax number or person as the relevant Party may notify to the other Party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this condition 19.4 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

20.5 Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the

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- Company shall be entitled to rely on such signatory as binding the Customer to the obligations set out in these Conditions and any relevant Service Specific Conditions in all respects.
- 20.6 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under a Contract.
- 20.7 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract (including without limitation any Equipment) without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.
- 20.8 Unless specifically provided otherwise, rights arising under a Contract are cumulative and do not exclude rights provided by law.
- 20.9 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of six months after the termination or expiry of a Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from the Company, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Customer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the Company in the provision of the Mobile Network Services to the Customer. Any consent given by the Company in accordance with this condition 20.7 shall be subject to the Customer paying to the Company a sum equivalent to twenty per cent of the then current annual remuneration of the Company's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Customer to that employee or sub-contractor.
- 20.10 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Company in connection with the Mobile Network Services.
- 20.11 The Customer consents to the disclosure to any radio or telecommunications operating company of its name, address and details of the Mobile Network Service and Equipment provided to it pursuant to this Contract.
- 20.12 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 20.13 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the Parties.
- 20.14 Save where the context otherwise requires, in these Conditions a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).
- 20.15 Except with the prior written consent of the other Party, neither Party shall:
19.15.1. make any public statement about the Equipment and/or Mobile Network Services or otherwise publicise the Contract or any information relating to it; or
19.15.2. use any trademarks or identifying logos owned or licensed to any member of the other Party in any manner.
- 20.16 Nothing in a Contract is to be construed as establishing or implying any partnership or joint venture between the Parties, or as appointing any Party as the agent or employee of any other Party. No Party shall hold out any other Party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no Party may incur any expenses or negotiate on behalf of any other Party or commit any other Party in any way to any person without that other Party's prior written consent.
- 20.17 Each Party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other Party to implement and give full effect to the terms of a Contract.
- 20.18 A Contract constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Save in respect of fraud or fraudulent misrepresentation, each of the Parties acknowledge that in entering into this Contract it has not relied on any oral or written representation, warranty or other assurance (except as provided for and referred to in this Contract) and, subject at all times to condition 12.5.2, waives all rights and remedies which might otherwise be available to it in respect thereof.
- 20.19 A Contract may be entered into in any number of counterparts and by the Parties on separate counterparts, all of which taken together shall constitute one and the same instrument.