

# Contact Limited Terms & Conditions



## TERMS AND CONDITIONS FOR THE SUPPLY OF EQUIPMENT AND/OR SERVICES

Between:

(1) ("Contact")

Company Name: Contact Limited  
Registered Office: 31-33 Albion Street, Hanley, Stoke on Trent ST1 1QF  
Registration Number: 5585059

(2) ("Customer")

Customer Name:  
Contact:  
Registered Office:  
Registration Number:

Contact has agreed to provide to the Customer with Equipment and/or Services upon the Terms and Conditions of this Agreement.

This Agreement consists of seven sections and the box below indicates which set(s) of Terms and Conditions apply to the Customer. Part A - General Provisions is applicable in all cases. Parts B, C, D, E, F and G will be appended to Part A as required.

Terms and Conditions of Business	Applicable
PART A - General Provisions	<input checked="" type="checkbox"/>
PART B - Hardware and Services	<input checked="" type="checkbox"/>
PART C - Support Services	<input checked="" type="checkbox"/>
PART D - Fixed Lines, Data Circuits, LCR and	<input checked="" type="checkbox"/>
PART E - Mobiles	<input checked="" type="checkbox"/>
PART F - Mobile Call Recording Services	<input checked="" type="checkbox"/>
PART G - Satellite Services	<input checked="" type="checkbox"/>
ADDENDUM	<input checked="" type="checkbox"/>

IN WITNESS of which the parties have signed this Agreement on the date stated below:

For and on behalf of Contact

Signature	
Name	Simon Pettit
Position	Managing Director
Date	

For and on behalf of the Customer

Signature	
Name	
Position	
Date	

# Contact Limited Terms & Conditions



## PART A - GENERAL PROVISIONS

### DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

Act	means any legal or statutory requirement as laid out by UK Government and any other appropriate regulatory body
ARPC	means Average Revenue Per Customer calculated from the Call Charges and Line Rental for the last three (3) months divided by the average number of SIM cards connected to the System over that three (3) month period
Business Day	means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Call Charge	means a predetermined unit of time or date at the costs set out in the schedule of tariffs to be published by Contact from time to time, which enables use of the Services to be metered and for the Customer to be charged
Charges	means any monies or costs due to Contact for the supply of any goods or services as specified on the Contact Order Form
Clawback	means reclaim charge plus VAT imposed by the System Provider on Contact and passed on to the Customer by way of an invoice
Contact	means Contact Limited (company number 05585059) and its subsidiaries (as defined in section 1159 of the Companies Act 2006).
Contact Order Form	means the Order Form, Quotation, Email or Proposal provided by Contact
Commencement Date	means the start date that the agreed hardware/services are commissioned and available for use. This date may be considerably later than the date when the Order was placed or signed
Connection	means the connection of the Equipment to the system
Connection Charge	means the relevant sum specified in the Customer Order Form
Connection Date	The date the Service is connected
Contract	means the contract between Contact and the Customer for the supply of the Equipment and/or Services formed in accordance with these Terms and Conditions and the Customer Order Form and with either Part A, Part B, Part C, Part D, Part E, Part F and/or Part G of this agreement.
Customer	means the purchaser of the Equipment and/or Services named on the Contact Order Form
Customer Equipment	means all IT and network Equipment not supplied or owned by Contact.
Customer Installation Details	means the place at which the Services are to be performed as specified on the Contact Order Form
Customer Purchase Order	means the Purchase Order with a valid Contact reference number which constitutes an offer by the Customer to purchase the Equipment and/or Services from Contact in accordance with these Terms and Conditions.
End User	As per "Customer"
Equipment	means any Equipment which Contact supplies or maintains as part of the Services to the Customer (including any of them or any part of them) under a Contract and detailed on the Contact Order Form.
Equipment Fund	means Fund allocation managed by Contact is determined by the connection service.
Expenses	means the travel, accommodation and subsistence expenses of Contact's employees (including the cost of time spent travelling) incurred in the provision of the Maintenance Services;
Intellectual Property Rights	means intellectual property rights and industrial property rights of any nature whatsoever including without limitation patents, patent applications, copyright, know-how, technical and commercial information, design (whether registered or unregistered), design rights, internet domain names, database rights, trademarks, service marks or business names, applications to register any of the aforementioned rights, trade secrets and rights of confidence, in each case in any part of the world and whether or not registered or registerable;
Line Rental	means the relevant periodic sum described in Customer Order Form
Minimum Period	means the period of 60 months (unless otherwise stated commencing from the start date of each Service)
Mobile Minimum Period	means the period of 36 months (or such lesser period as set out in the Minimum Period box in the Customer Order Form) commencing from the start date of the Services.
NGN Charges	means the charges for all inbound calls and rental on non geographic numbers.
Network System	means the public telecommunications network detailed in the Customer Order Form which is to be made available to the Customer
Number	means such telephone number allocated by Contact from time to time for the purpose or using the Services.
Order	means any order placed by the Customer with Contact for the supply of the Equipment and/or Services formed in accordance with the Contact Order Form.
Product	means any equipment, software or service provided as part of the mobile call recording service
Provision	means the process of ordering, preparing and equipping a network so that it can provide (new) services to its users as specified on the Contact Order Form
RPI	means current Retail Price Index as published by the UK government
Services	means any services which Contact is to provide to the Customer (including any of them or any part of them) under a Contract and detailed on the Contact Order Form
Service Area	means the area which the System Provider from time to time designates as the coverage area of the System
SIM	means a module smartcard or similar item which contains Customer information and which when used with Customer equipment enables access to the Services
System	means the hardware/software identified in the Contact Order Form
System Provider	means the person, firm or company who makes the System available to Contact for the use of Contact's Customers,
Terms and Conditions	means the standard Customer Order Form Terms and Conditions set out in this document and any special terms agreed in writing between the Customer and Contact as specified on the front of the acknowledgement of the Order.
Third Party Network	means any other telecommunication network in the United Kingdom or elsewhere which may be used by the Customer in conjunction with the Services
TSP	means a telecommunications service provider.
Working Hours	means Monday to Friday, 09:00 to 17:00 on a Business Day

### 1. INFORMATION AND INCORPORATION

- Subject to any variation under clause 13.8 any Order made by the Customer for the sale of Equipment and/or supply of Services provided by Contact and using the Contact Order Form will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Customer purports to apply under any Purchase Order, confirmation of Contact Order Form or similar document, whether or not such document is referred to in the Order.
- The General Provisions under Part A shall where indicated run in conjunction with Part B, Part C, Part D, Part E, Part F and Part G of these Terms and Conditions.
- Each Order or acceptance of a quotation for the Supply of Equipment and/or Services will be deemed to be an offer by the Customer to purchase the Equipment and/or Services upon the Terms and Conditions. The Contract is formed when the signed Order is accepted and acknowledged in writing by Contact.
- The Customer or Contact may cancel the Order at any time prior to delivery of the Equipment or performance of the Services.

### 2. DESCRIPTION

- The description of the Equipment and/or Services to be provided will be as set out in Contact's Order Form. Any samples, drawings, descriptive matter, specifications or advertising issued by Contact and any descriptions or illustrations contained in Contact's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Equipment or Services described in them. They shall not form part of the Contract or any other contract between Contact and the Customer for the supply of Equipment and/or Services. This is not a sale by sample.
- Contact may make any change to the Provision of the supply of Equipment and/or Services which are required to conform with any applicable safety, statutory or regulatory requirement or do not materially affect their quality or performance.

### 3. CONDITIONS (PAYMENT)

- Contact shall be under no obligation to provide the Equipment and/or Services so long as any sum due to it is in arrears for more than 30 days and any additional charges incurred by the consequent delay in supplying the Equipment and/or carrying out the Services shall be paid by the Customer.
- If any sum payable under the Contract is not paid when due then, without prejudice to Contact's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement and will accrue on a monthly basis on all unpaid overdue balances at a rate of 4 percent above the base rate of Barclays Bank Plc.

# Contact Limited Terms & Conditions



- 3.3. If any direct debit or account payment collection by Contact is unsuccessful for whatever reason the Customer will be liable for an administrative charge of £15.
- 3.4. Where the Customer has booked time for scheduled or unscheduled work, and then subsequently cancels or delays that work whether temporarily or indefinitely, Contact, at its sole discretion, has the right to recover all charges for said works. This applies to any work, whether planned to be performed remotely or onsite. The following cancellation charges shall immediately become due and payable by the Customer to the Contact;
- Less than 16 Working Hours written notice - 100% of charges.
  - Less than 40 Working Hours written notice - 50% of charges.

## 4. FORCE MAJEURE

- 4.1. If Contact cannot provide the Equipment and/or Services due to any circumstance beyond the reasonable control of Contact, such as default by the TSP to satisfactorily perform its obligations to Contact, or including, but not limited to, any act of God, exceptional severe weather, failure or shortage of power supplies, flood, drought, tempest, lightning or fire, protests, strike, lock-out, trade dispute or labour disturbance, war or military operations, explosion, an act of terrorism, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving Contact's or TSP's employees), delay or failure in manufacture, production or supply by third parties of equipment or access lines (each a 'Force Majeure Event'), Contact shall be entitled to a reasonable extension of time for performing such obligations and will not be liable for any loss or damage which may be suffered by the Customer. If Contact is prevented, hindered or delayed from or in supplying the Equipment or performing the Services under these Terms and Conditions by a Force Majeure Event then Contact may, at its sole option, and without being liable for any loss or damage suffered by the Customer as a result:
- 4.1.1. suspend deliveries of the Equipment or performance of the Services while the Force Majeure Event continues;
- 4.1.2. apportion available stocks of Equipment or resources between its customers if Contact has insufficient stocks to meet orders;
- 4.1.3. terminate the Contract forthwith by giving notice to that effect to the Customer.

## 5. NON SOLICITATION

- 5.1. Should Contact use any 3rd party supplier(s) in the supply of Equipment and provision of Services, the Customer undertakes that it shall not engage directly with such supplier(s), during the term of the Contract and for a period of 12 months afterwards, without the written permission of Contact.
- 5.2. During the term of the Contract, and for a period of 12 months afterwards, the Customer and Contact undertake to each other not to employ or offer employment to any person who has been employed by the other and with whom the relevant employee has had dealings at any time during the previous year. (In this context, 'employ' means engaging a person as employee, director, subcontractor or independent contractor).
- 5.3. If Contact or the Customer breaches condition 5.2, that party must pay the other party damages equal to the relevant employee's annual salary and any training costs that have been incurred on the relevant employee in the 12 months before the breach occurred.
- 5.4. This Condition 5 (Non Solicitation) shall not apply where employment is as result of the general recruitment advertising or Contact hiring via independent recruitment agencies

## 6. ASSIGNMENT

- 6.1. The Contract may not be assigned in whole, or in part, by the Customer without Contact's prior written consent.
- 6.2. Contact may assign or novate all or part of Contact's rights or obligations under the Contract and the Customer hereby consents to any such assignment or novation. Notwithstanding the Customer's consent, the Customer agrees to execute any documents and do any acts and things which may reasonably be required by Contact to give effect to this condition 8.2.

## 7. VALIDITY

- 7.1. No amendment or modification to the Contract will be effective or binding unless it is in writing and signed by duly authorised representatives of both parties. If any provision of these Terms and Conditions or the Contract becomes invalid, illegal or unenforceable the other provisions of the Terms and Conditions and/or the Contract shall not be affected thereby. The Contract is governed by section 7 of the Telecommunications Act 1984.

## 8. ENTIRE AGREEMENT

- 8.1. These Terms and Conditions and the Contact Order Form set out the whole agreement between the Customer and Contact for the supply of Equipment and/or provision of the Services and supersede all prior communications and representations, whether written or oral, and these Terms and Conditions and/or the Contract may only be modified if such modification is in writing and signed by Contact.
- 8.2. Contact's Agreement will take precedence in all cases.
- 8.3. Any subsequent Customer Order Form for the supply of Equipment and/or provision of Services accepted after the Contract has been signed will be subject to the applicable Terms and Conditions of Business (Part B, C, D, E F or G) automatically.

## 9. NO WAIVER

- 9.1. Failure by Contact to exercise or enforce any right conferred by these Terms and Conditions shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 9.2. Each right or remedy of Contact under the Contract is without prejudice to any other right or remedy of Contact whether under the Contract or not.

## 10. NOTICES

- 10.1. Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.
- 10.2. In accordance with OFCOM directive, a copy of the Complaints Procedure is available either by accessing and downloading a copy at [www.contact.co.uk](http://www.contact.co.uk) or writing to The Company Secretary, Contact Limited, 31-33, Albion Street, Hanley, Stoke on Trent ST1 1QF

## 11. THIRD PARTY RIGHTS

- 11.1. A person who is not party to the Contract under these Terms and Conditions has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## 12. GOVERNING LAW

- 12.1. If any provision of these Terms and Conditions or of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms and Conditions and/or the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of these Terms and Conditions and/or the Contract and this will not affect any other provision of the Contract and/or these Terms and Conditions which will remain in full force and effect.
- 12.2. The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.
- 12.3. The legal construction of these Terms and Conditions or the Contract shall not be affected by their headings.

## 13. LIMITATION TO LIABILITY

- 13.1. This condition 13 sets out the entire financial liability of Contact (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 13.1.1. any breach of the Contract;
- 13.1.2. any use made by the Customer of the Services or the Equipment; and
- 13.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 13.2. All warranties, clauses and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3. Nothing in these clauses limits or excludes the liability of Contact:
- 13.3.1. for death or personal injury resulting from negligence; or
- 13.3.2. any physical damage to the property to the premises where the Equipment is installed but only to the extent it is caused by the negligence of Contact or its employees; or
- 13.3.3. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Contact; or
- 13.3.4. for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1972.
- 13.4. Subject to clause 13.2 and clause 13.3, Contact shall not be liable for:
- 13.4.1. loss of profits; or
- 13.4.2. loss of business; or

# Contact Limited Terms & Conditions



- 13.4.3. depletion of goodwill and/or similar losses; or
- 13.4.4. loss of anticipated savings; or
- 13.4.5. loss of goods; or
- 13.4.6. loss of contract; or
- 13.4.7. loss of use; or
- 13.4.8. loss of corruption of data or information; or
- 13.4.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 13.5. Contact's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Contract.
- 13.6. Contact warrants that it will exercise all reasonable care and skill in the provision of the Services however insofar as Contact fails to comply with the obligations expressly contained in this contract it shall not be liable for any loss expense or damage arising from stoppage, failure or deterioration of the Equipment.
- 13.7. All other express or implied terms, conditions or warranties and any liability in tort or otherwise are excluded
- 13.8. Each part of this condition 13 operates separately. If any part is disallowed or is not effective the other parts will continue to apply.

## 14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 14.1. The Customer shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Company as confidential and shall not disclose it to any third party without the Company's prior written consent or use it for any purpose except where authorised to do so by the Company.
- 14.2. Condition 14.1 does not apply to information which:
  - 14.2.1. is at the date of disclosure or becomes at any time after that date publicly known other than by the Customer's breach of this clause;
  - 14.2.2. can be shown by the Customer to the Company's satisfaction to have been known by the Customer before disclosure by the Company to the Customer;
  - 14.2.3. is or becomes available to the Customer otherwise than from the Company and free of any restrictions as to its use or disclosure;
  - 14.2.4. is required to be disclosed by law.
- 14.3. Contact retains all Intellectual Property Rights in the Services and other materials arising out of the provision of the Services and the Customer acknowledges that the Company shall own any know-how ideas, methods, processes or techniques which relate to any developments arising out of the provision of the Services.
- 14.4. The provisions of this condition 14 shall survive the termination of the Contract.

## 15. LICENCES AND CONSENTS

- 15.1. If a licence or consent of any third party is required for the supply or use of the Equipment or Services by the Customer, the Customer will obtain such licence or consent at its own expense and produce evidence of it to the Company on demand.
- 15.2. The Customer shall not be entitled to withhold or delay payment of the price if it fails to obtain any licence or consent, and shall pay any additional costs or expenses incurred by the Company as a result of such failure.

## PART B - HARDWARE AND SERVICES

### 16. PRICE AND PAYMENT

- 16.1. The price for the Services shall be the price specified on the Contact Order Form and is exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.
- 16.2. Contact shall invoice the Customer for the supply of Equipment and/or the Services as indicated on the Contact Order Form, on or at any time after the supply of the Equipment and/or Service commences and, unless indicated to the contrary on the Contact Order Form, payment is due within 30 days of the date invoice, or upon termination of the Contract, whichever occurs first.
- 16.3. Time for payment shall be of the essence.
- 16.4. All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 16.5. Contact shall be entitled to withhold performance of the Services and/or supply of Equipment and reclaim any items of Equipment that it has hired to the Customer in the event that the Customer fails to make payments under a Contract in accordance with this clause 16.

### 17. INSTALMENTS

- 17.1. Contact may perform the Services and provide the Equipment in stages. Each stage will be a separate Contract and no cancellation or termination of any one Contract relating to a stage will entitle the Customer to repudiate or cancel any other Contract or stage. Each separate stage will be invoiced and paid for in accordance with the provisions of the Contract.

### 18. PERFORMANCE OF THE SERVICES

- 18.1. The Services shall be performed at the Customer Installation Details.
- 18.2. The Customer shall during the term of the Contract allow any authorised representative of Contact access to its premises and its equipment to enable it to carry out Contact's obligations under the Contract. This shall include (but not limited to) inspection of the Equipment, removal of Equipment for non-payment or for any other purpose associated with the terms of the Contract.
- 18.3. Contact will use reasonable endeavours to perform each of the Customer's Orders for the Services and/or supply of Equipment within the time agreed when the Customer places an Order and, if no time is agreed, then within a reasonable time, but the time of performance will not be of the essence.

### 19. RISK / TITLE

- 19.1. All Equipment will remain the property of Contact until the price of such Equipment has been paid in full but risk in the Equipment will pass to the Customer from the date of delivery.
- 19.2. Until paid for in full, the Customer will insure the Equipment and keep it insured throughout the term of the Contract on an agreed value basis, but not for less than the full market value of the Equipment, against all risks on a comprehensive policy without restriction or excess.

### 20. TERMINATION

- 20.1. This Contract and the supply of the Equipment and/or Services may be terminated by:-
  - 20.1.1. not less than 30 days written notice from Contact to the Customer or
  - 20.1.2. not less than 90 days written notice from the Customer to Contact
- 20.2. Contact may terminate the Contract immediately by written notice if the Customer is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to pay any sums due under the Contract is a material breach of the terms of the Contract which is not capable of remedy
- 20.3. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Customer or Contact accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.
- 20.4. Upon termination of the Contract, the Customer shall pay all monies due under the Contract to Contact up to and including the date of termination.
- 20.5. The Services may be cancelled at any time up to the point of Provision. However any work completed or monies spent in preparation for the Provision of Service must be paid in full.
- 20.6. If Contact terminates this Contract for any reason whatsoever Contact shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by Contact including, but not limited to, the cost of removing the Services and should Contact incur any fine or penalty from any regulatory body due to the Customer's act or omission the Customer shall indemnify and keep indemnified Contact against such fine or penalty and reimburse Contact for all reasonable administrative expenses and costs incurred by Contact to deal with the matter giving rise to the fine or penalty.
- 20.7. Contact may at its sole discretion elect to suspend the Services until further notice without liability to the Customer on notifying the Customer in writing in the event that the Customer is in breach of the Contract or any other contract which the Customer has with Contact or with any other company associated with Contact and fails to remedy the breach within a reasonable time of being asked to do so.

## PART C - SUPPORT SERVICES

### 21. COMMENCEMENT

- 21.1. The Service shall commence and charges shall accrue from the Commencement Date unless Condition 21.2 applies

# Contact Limited Terms & Conditions



21.2. If the Equipment was not supplied by Contact or the Commencement Date is later than the date of expiry of the period of warranty for the Equipment Contact shall be entitled to inspect/test the Equipment before the Commencement Date. The Contract shall not come into effect until Contact notifies the Customer in writing. The date of approval shall be treated as the Commencement Date. The Customer shall pay Contact's reasonable charges for inspection/testing.

## 22. WHAT THE SERVICE COVERS

- 22.1. Throughout the term of the Contract Contact shall maintain the System in efficient working order and shall provide the Services as detailed in the Contact Order Form subject to these Terms and Conditions. The levels of service offered by Contact can be found on [www.contact.co.uk](http://www.contact.co.uk)
- 22.2. The Services only cover faults resulting from normal wear and tear. In the case of faults arising from other causes additional charges will be payable under clause 25. Such other causes include:
- 22.2.1. the cost of repair or replacement or extra service time made necessary by accidental damage, misuse, negligence or failure to observe Contact's recommendation or those of the network operator or other relevant authorities; or for causes external to the System such as but not limited to failure or fluctuation of electrical power, incorrect environmental conditions including incorrect temperature and humidity levels, lightning and storm damage, electromagnetic interference and any other accidental or deliberate damage;
- 22.2.2. any alterations of the System to meet a change in the Customer's requirements or the standards or requirements of any relevant public network operator or other relevant authority;
- 22.2.3. any failure of line wiring (where included as part of the System) other than by reasons of fair wear and tear;
- 22.2.4. replacement of consumable materials such as but not limited to printer ribbons or diskettes; or
- 22.2.5. loss or theft of Equipment and/or software which forms part of the serviced Equipment and loss or cost of replacement/recovery of stored data.
- 22.3. Contact may remove all or part of the Equipment from the Customer's premises for the purposes of inspection, testing and repair but wherever reasonably practicable would take steps to protect the continuity of the Customer's facilities.
- 22.4. Where replacement parts are provided by Contact, parts removed will become the property of Contact.
- 22.5. Where the Equipment is moved or modified other than by Contact, Contact may inspect/ test the Equipment and correct any defects caused by the move and additional charges shall be payable under clause 25.3
- 22.6. Where telecommunication service is provided by a network operator to which the Equipment is connected ceases to function for reasons beyond the reasonable control of Contact an additional charge will be payable for any work carried out by Contact in identification and/or rectification of the service.
- 22.7. If during the service period Contact reasonably forms the opinion that the System can no longer be economically maintained to the necessary standards it will notify the Customer of Contact's estimate of the cost of rebuilding or reconditioning all or part of the System. Should an agreement with the Customer not be reached on appropriate charges then Contact shall be entitled by written notice to withdraw the Services. In all cases notice period would not be less than Twenty Eight (28) days.
- 22.8. If the cause of a problem has been identified as a software fault Contact will use all reasonable means to provide a patch fix or avoidance procedure until such time as a new release of software is provided incorporating full correction procedures in lieu of patch fixes and avoidance procedures on the earlier release.
- 22.9. New releases of software providing the same features and facilities as an earlier release will be provided free of charge. If Contact is required for any reason to incorporate any additional features and facilities available on a new release in the Customer's System then the new release may be charged for in accordance with Contact's then applicable lump sum license fee for the release in question.
- 22.10. Any modifications or additions to System hardware that may be necessary to provide an interface with a later release of software will be undertaken by Contact but shall be chargeable to the Customer in accordance with Contact's then applicable charges based on the quantity of hardware supplied and the amount of work involved.
- 22.11. Whenever reconfiguration of System software is required to alter the operational parameters of the System, the customer shall pay a reconfiguration charge based on the amount of work involved.
- 22.12. The Customer acknowledges that later releases of the System software may create operational differences in the available features and facilities of an earlier release. Contact endeavours to minimise such differences.

## 23. CUSTOMER OBLIGATIONS

- 23.1. The Customer is responsible for ensuring that the environmental conditions at the installation site conform to the recommendations of Contact or of the manufacturer or other relevant authorities.
- 23.2. Contact engineers shall have full free and timely access to the System and the customer shall provide adequate working space and facilities and co-operate in diagnosing faults as the engineer may reasonably enquire and shall observe any common law or statutory requirements relating to a healthy and safe workplace.
- 23.3. The Customer shall indemnify and keep indemnified Contact against all loss claims fees and costs from the network operator and others in the events that-
- 23.3.1. Contact is unable to keep the System in good working order due to causes within the control of the Customer.
- 23.3.2. The Customer allows the System to be altered, adjusted or interfered with by someone other than Contact's authorised engineers or agents, or attachments are fitted without Contact's written agreement. If such alterations or connection makes Contact's obligation under this Contract more onerous Contact may increase the normal charge by an appropriate supplement as per condition 25.1.4.
- 23.4. To allow Contact to carry out remote diagnostics as appropriate. If as a result of the Customer's failure to do so Contact has to do any additional work Contact may make additional charges as per clause 25.2.3.

## 24. CHARGES

- 24.1. The initial charge for service will be as specified in the Contract. The Charges shall be payable annually in advance.
- 24.2. Any additional Charges as specified on the Contact Order Form made under the terms of the Contract become due for payment within 30 days of the date of the invoice.
- 24.3. Should any sum due for payment to Contact become overdue then Contact reserves the right to advise both the Customer and the relevant authority in writing giving notice of suspension of Services rendering the System liable to disconnection from the public network as described in the Telecommunications Act 1984.
- 24.4. If the Contract is cancelled prematurely the remainder of the outstanding payments shall become immediately due for payment.

## 25. ADDITIONAL CHARGES

- 25.1. The Charges may be adjusted at any time in the event that :-
- 25.1.1. The class of Services provided for the System is changed for any reason.
- 25.1.2. Any changes are made to the requirements of the network operator affecting the provision of the Services for the System.
- 25.1.3. The software installed in the System is no longer a current stable release, in this event the Charges shall be increased to the rate applied by Contact at the relevant time for the Services of the superseded release, unless the Customer provides written evidence of sound operational or technical reasons why the existing software version is to be retained.
- 25.1.4. The System is extended by the addition of further hardware, software, cabling or ancillary equipment.
- 25.2. In the following cases Contact may make additional charges calculated by reference to the cost of materials and to Contact's applicable man-hour rate for time expended :-
- 25.2.1. Where Contact carries out work or provides replacement parts in connection with faults which do not result from fair wear and tear.
- 25.2.2. Where Contact responds to a fault report and no fault is found to exist or the fault reported is not one covered by this Contract.
- 25.2.3. Where performance of Contact's obligations is made more difficult or costly by a breach of the Customer's obligations under the Contract.
- 25.2.4. Where Contact is unable to gain access to the equipment.
- 25.2.5. Where Contact works at the Customer's request outside the applicable working hours or is requested to return after an initial callout to carry out/conclude rectification work.
- 25.2.6. Where the Customer has agreed to either scheduled or unscheduled maintenance, and then subsequently cancels or delays that engineering work. Contact, at its sole discretion, has the right to recover any costs incurred either directly, or indirectly (such as via a third party supplier). This applies to any work, whether planned to be performed remotely or onsite.
- 25.3. Where Contact is required to carry out inspection/testing of the Equipment and/or corrects defects due to modifications other than by Contact.

## 26. ANNUAL REVIEW

- 26.1. Contact may at any time following the first anniversary date of the Contract and upon 30 days prior written notice to the Customer increase the Charges by a minimum of 5% or latest RPI, whichever is the greater.

## 27. TERMINATION

- 27.1. The Contract shall continue for the Minimum Period from the Commencement Date. After expiry of the Minimum Period, this Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to Contact, such notice to expire on the anniversary date of the Commencement Date.

# Contact Limited Terms & Conditions



- 27.2. Contact may terminate the Contract forthwith at any time (without prejudice to accrued rights) by written notice if the Customer is in breach of any obligation under the Contract or any other contract with Contact and fails to remedy the breach within a reasonable time of written notice requiring it to do so.
- 27.3. Contact may, by giving written notice, terminate the Contract if the Customer allows itself to suffer distress or execution or is the subject of a bankruptcy order (or in Scotland the Customer is sequestrated or in Northern Ireland the Customer is adjudicated bankrupt) or becomes insolvent or goes into liquidation, or enters into an arrangement or composition with creditors or if a receiver is appointed over any part of its business or assets.
- 27.4. If the Customer purports to terminate the Contract during the Minimum Period of the Service, charges shall nevertheless continue to be payable as if the Contract had continued up to the end of the Minimum Period of Service.
- 27.5. The Customer will be liable to pay Contact line rental charges for the entirety of the Minimum Period or subsequent Annual Term(s) unless the Contract ends because:-
  - 27.5.1. Contact has materially changed the conditions of the Contract to the Customer's detriment; or
  - 27.5.2. Contact terminates the Contract (in which case line rental charges up to the date of termination shall be due and payable by the Customer);
  - 27.5.3. Contact are in substantial unremedied breach of the Contract with the Customer (and for the purposes of this sub-clause the Customer must give notice to Contact in writing of the breach complained of and Contact will have 28 days in which to remedy the breach);
- 27.6. If Contact terminates the Contract for any reason whatsoever, Contact shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by Contact including, but not limited to, the cost of removing the Services and should Contact incur any fine or penalty from any regulatory body due to the Customer's act or omission the Customer shall indemnify and keep indemnified Contact against such fine or penalty and reimburse Contact for all reasonable administrative expenses incurred by Contact to deal with the matter giving rise to the fine or penalty.
- 27.7. Contact may at its sole discretion elect to suspend the Services until further notice without liability to the Customer on notifying the Customer in writing in the event that the Customer is in breach of the Contract or any other contract which the Customer has with Contact or with any other company in the Contact Group and fails to remedy the breach within a reasonable time of being asked to do so.

## PART D - FIXED LINES, DATA CIRCUITS, LCR, NGNS

### 28. THE SERVICES

#### 28.1. Contact agree:-

- 28.1.1. to supply Contact's Services as an intermediary to obtain for the Customer, line rental and other ancillary services from a TSP (Services);
- 28.1.2. to supply voice and/or data telecommunications services indicated on the Contact Order Form to the Customer. The Customer agrees to use the Services on the terms and conditions set out in this document and the Contact Order Form (together the Contract).

### 29. DURATION & CHARGES

- 29.1. The Contract shall take effect from the Commencement Date as notified by Contact and shall be for the period of 60 months (or such lesser period as set out in the minimum period box in the Contact Order Form (either period being referred to in the Contract as the Minimum Period) subject to clause 35.
- 29.2. The Customer will be liable for the charges for the Services as set out in the Contact Order Form. These charges will apply whether the Services are used by the Customer or someone else. Contact may vary the charges by giving the Customer not less than thirty (30) days' written notice or upon expiry of the Minimum Period. All charges are exclusive of VAT which shall be added to the invoice at the current rate.
- 29.3. The Customer must pay Contact line rental and installation charges (if applicable) from the day upon which Contact supplies the Services. The line rental charges will be determined by the way the TSP classifies the line.
- 29.4. The provision of the Services may require the pre-ordering of equipment, installation and re-programming of equipment. The Customer may be charged for all costs incurred in this respect.
- 29.5. Contact shall calculate charges by reference to all data recorded or logged by Contact and not by reference to data recorded or logged by the Customer.
- 29.6. The Customer will receive a first invoice shortly after Contact commences providing the Services. Contact will then provide the Customer with further monthly invoices showing all charges under the Contract plus VAT (although Contact may send the Customer an invoice at any time during the Minimum Period, and this may be more than one invoice per month). Contact will include all accrued charges on the next invoice where possible, and in any event as soon as Contact is reasonably able to do so. All invoices will be sent to the billing address as set out on the Contact Order Form or to any other address of which the Customer may advise Contact in writing. Contact may ask the Customer for a deposit at any time, as security for payment of the Customer's invoices, if it is considered reasonable for Contact to do so.
- 29.7. The Customer must pay all charges within 14 days from the date of invoice in full without any set-off or other deduction whatsoever by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.
- 29.8. If any charges are overdue or the Customer is in default of the Contract with Contact or with any other company within Contact Group (as defined above), or if Contact has written to the Customer requiring resolution and have not had a satisfactory response within 7 days, Contact may ask the TSP to disconnect the Customer's service. If this is necessary the following conditions in clause 34 (Termination) shall apply.
  - 29.8.1. Normal monthly rental charges will continue to be charged during any period of disconnection or for the duration of the Minimum Period of the Agreement;
  - 29.8.2. The Customer may be charged a fee for reconnection of the Service.

### 30. THE CUSTOMER'S OBLIGATIONS REGARDING USE OF THE SERVICES

- 30.1. The Customer undertakes to use the Services strictly in accordance with the Contract and such other conditions as may be notified in writing to the Customer by Contact from time to time and in accordance with the relevant provisions of the Telecommunications Act 1984 (the Act) and the Communications Act 2003 (the Act) with any other applicable laws and regulations, any directions given by the Director General of the office of Telecommunications or other competent authority.
- 30.2. The Customer will ensure that neither the Customer nor anyone under their control may use the Services:-
  - 30.2.1. As a means of communication for a purpose other than that for which the Services are provided or in a manner in which constitutes a violation or infringement of the rights of any other party;
  - 30.2.2. To make offensive, indecent, menacing, nuisance or hoax calls or calls of a defamatory character or fraudulently or in connection with a criminal offence.
- 30.3. The Customer hereby indemnifies and shall keep indemnified Contact against all liabilities, claims, damages, losses and expenses arising from any breach of the Customer's obligations in clause 30.2 and against any claim which is made against Contact and/or the TSP because the Services are misused in any way by the Customer. Contact or TSP reserve the right to take further action as specified in clause 36.
- 30.4. In respect of LCR Services the Customer is responsible for checking that the Customer is not currently in a contract with any other supplier(s) before changing over the line rental or LCR services to Contact, Contact will not be liable for any cancellation charges or other fees charged by the Customer's previous supplier.
- 30.5. The Customer will comply with current regulations for NGNs which includes but is not limited to the following:
  - 30.5.1. The Customer will provide the caller pricing information for each number wherever the number is printed or published.
  - 30.5.2. The Customer will notify callers of undue delays between a call being connected and the caller accessing the service
  - 30.5.3. Where required the Customer will obtain prior permission for premium rate numbers
  - 30.5.4. Contact cannot be held responsible for any costs, consequential or otherwise, incurred by the Customer in preparation for the commencement of services until such time that Contact confirms the activation of NGN number(s). The Customer should not undertake any marketing activities or publication of numbers until an order confirmation has been received from Contact.

### 31. CUSTOMER EQUIPMENT

- 31.1. The Customer undertakes that all of its telecommunications apparatus shall be in good working order and conform at all times with the relevant standard or approval under section 22 of the Act and the Customer will comply at all times with the conditions of such standard and approval. Contact will not be under any obligation to connect or keep connected any such equipment, which Contact reasonably believes does not conform to the provision of any applicable requirement. The Customer will be responsible at all times for the safety and safe custody of all such equipment and for the safe use of it in connection with the Services. If the equipment does not meet these standards the Customer must immediately disconnect it or allow Contact to do so at the Customer's expense.
- 31.2. To enable Contact to fulfil its obligations under the Contract the Customer shall permit or procure the permission for Contact or Contact's authorised representatives to have access to the Customer's premises and shall provide Contact with such access as Contact shall reasonably request. Contact will normally require access only during Contact's Working Hours but may upon giving reasonable notice require access at other times in order to ensure the provision of the Services. At the Customer's request, Contact may agree to work outside Working Hours provided that the Customer reimburses Contact for reasonable charges in complying with such a request.
- 31.3. The Customer hereby duly authorises Contact, its dealers, agents or personnel to re-programme and/or remove existing access equipment as may be necessary in order to provide the Services. It is the Customer's obligation to follow Contact's (or its authorised representative's) specifications regarding any construction work at the Customer's premises necessary for the installation of the equipment or reprogramming of the Customer's telephone system for the use of the Services. The Customer shall provide such assistance as Contact shall reasonably request.
- 31.4. Contact reserve the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work which, in Contact's reasonable opinion, is considered necessary.

# Contact Limited Terms & Conditions



## 32. PROVISION OF INFORMATION

32.1. The Customer will promptly provide to Contact all information and co-operation which Contact may reasonably require to enable Contact to carry out its obligations under the Contract and notify Contact as soon as the Customer become aware of any circumstances which may constitute a breach of the Customer's obligations under this Agreement or which may hinder Contact's ability to efficiently provide the Services.

## 33. PROVISIONS SPECIFIC TO LCR SERVICES

33.1. The TSP's standard terms and conditions of business relate to line rental and ancillary services and the manner of provision of Contact's LCR Services are subject to those terms and conditions in force from time to time. Therefore, Contact may have to do some things that could affect LCR Services which Contact accept no liability for any loss cause to the Customer for the following:-

- 33.1.1. If the telephone service is interrupted Contact will ask the TSP to restore it as quickly as possible.
- 33.1.2. Occasionally, at the request of the TSP Contact may have to change the code or phone number or the technical specification of the LCR Services for operational reasons or interrupt the telephone service for operational reasons or because of an emergency or give instructions necessary for health or safety reasons or for the quality of the telephone services.
- 33.2. The Customer shall not sell or agree to transfer the telephone number(s) provided to the Customer for use with the LCR Services and the Customer must not attempt to do so.
- 33.3. The Customer must not allow the advertisement of any telephone number(s) used for the LCR Services in or on a telephone box without Contact's prior written consent and the Customer must ensure that this does not occur. Contact reserve the right to take action as specified in clause 36. Contact will however give the Customer written notice before taking any such action where reasonably practicable.
- 33.4. The TSP will put the Customer's name, address and the telephone number(s) for the LCR Services in the telephone book for the area and make the Customer's telephone number(s) available from directory enquiries services. However, the TSP will not do so if the Customer asks Contact to notify the TSP accordingly. If the Customer requires a special entry in the telephone book the Customer must let Contact know and Contact will notify the TSP. Where Contact agrees to a special entry the Customer must pay an extra charge.
- 33.5. Both Contact and the TSP may use the information Contact have about the Customer and the use of the LCR Services by the Customer for marketing purposes. However, Contact will not do so if the Customer asks Contact not to do so. For the Customer's information both Contact and the TSP will process the billing data and information about the use of the LCR Services by the Customer for the purposes of providing the LCR Services and for invoicing the Customer in respect thereof.
- 33.6. Contact shall use all reasonable endeavours to provide the Customer with the LCR Services by the date Contact agree with the Customer and the TSP, but time shall not be of the essence for such provision.
- 33.7. Contact cannot guarantee that the telecommunications network and ancillary services will never be faulty and the Customer acknowledges to Contact that the Customer is subject to the terms and conditions of the TSP in relation to the provision of those telephone services. However, in the event of a fault the Customer must notify Contact and Contact will notify the relevant TSP and monitor the progress of the TSP in rectifying the fault. Contact will ask the TSP to work on any fault that the Customer reports to Contact and that work will be subject to the repair service which the TSP agrees to provide to the Customer from time to time and that the charges levied by the TSP from time to time. If the Customer tells Contact that there is a fault in the LCR Services and either Contact or the TSP finds either that there is not or that someone at the Customer's premises has caused the fault, Contact may make a reasonable charge to the Customer for any work which Contact have done to try and find the fault or to repair it.

## 34. TERMINATION

- 34.1. Without prejudice to respective rights under the Contract, Contact or the Customer shall have the right to terminate the Contract forthwith in the event that:-
  - 34.1.1. The other party is in breach of the Contract and if the breach can be remedied, fails to remedy it within a reasonable time (being no longer than 28 days) specified by the non-defaulting party in its written notice to do so; or
  - 34.1.2. bankruptcy or insolvency proceedings are brought against a party or if a party does not make any payment under a judgment of a court on time or a party makes an arrangement with its creditors (save for a solvent company reconstruction or amalgamation) or a trustee, receiver or administrator is appointed over any of the party's assets or a party goes into liquidation.
- 34.2. Without prejudice to Contact's other rights, Contact shall have the right to terminate the Contract forthwith by notice in writing to the Customer in the event that:-
  - 34.2.1. Any licence required for the conduct of Contact's business expires or is suspended or is revoked; or
  - 34.2.2. A licence under which the Customer has the right to run its telephone communications system and connect it to Contact's system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 34.3. If Contact terminates the Contract for any reason whatsoever, Contact shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by Contact including, but not limited to, the cost of removing the Services and should Contact incur any fine or penalty from any regulatory body due to the Customer act or omission the Customer shall indemnify Contact against such fine or penalty and reimburse Contact for reasonable administrative expense incurred by Contact to deal with the matter giving rise to the fine or penalty.

## 35. SUSPENSION OF THE SERVICES

- 35.1. Contact may at its sole discretion elect to suspend the provision of the Services or request that the TSP suspend the LCR Services until further notice without liability to the Customer on notifying the Customer in writing in the event that:-
  - 35.1.1. The Customer is in breach of this Contract or any other Contract which the Customer has with Contact or with any other company in the Contact and fail to remedy the breach within a reasonable time of being asked to do so;
  - 35.1.2. The Customer prevents or delays any pre-arranged maintenance from being carried out by Contact; or
  - 35.1.3. Contact are obliged to comply with any order, instruction or request of government, an emergency service organisation or other competent authority;
  - 35.1.4. Any insolvency event occurs as defined in clause 35.1.2 above;
  - 35.1.5. If Contact believe that the Services are being used in a way forbidden under condition 23.2. This applies even if the Customer does not know that the Services are being used in such a way.
- 35.2. If Contact suspend the Services, Contact will not provide the Services again until the Customer acts in accordance with agreed arrangement or satisfy Contact that the Customer will do so in the future or that the Services will not be used in a way that is forbidden by clause 23.2.
- 35.3. If Contact suspend the Services because the Customer breaks this Contract, the Contract will still continue unless Contact notifies the Customer in writing that Contact is treating the Contract as terminated. The Customer must pay to Contact all charges until Contact ends the Contract by giving notice hereunder or the Customer or Contact end the Contract by giving notice under clause 36 below.

## 36. CANCELLATION

- 36.1. The Customer may cancel the Services at any time up to the point of Provision. However, the Customer must pay for any work Contact has done or for any money Contact has spent in preparation for the provision of the Services and which Contact will notify to the Customer.
- 36.2. The Contract and the supply of the Services can be ended by:-
  - 36.2.1. not less than one months' written notice from Contact to the Customer, such notice to be given at any time or
  - 36.2.2. not less than three months' written notice from the Customer to Contact to expire no earlier than the final day of the Minimum Period.
- 36.3. After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than three months' written notice to Contact, such notice to expire on the anniversary date of this Agreement.
- 36.4. If either Contact or the Customer give notice to terminate, the Customer must pay line rental and/or all LCR Services up to the end of the relevant notice period explained in clause 36.3 and/or in respect of other Services all reasonable costs incurred including but limited to the cost of work done and equipment and Services supplied or to be supplied.
- 36.5. The Customer will be liable to pay Contact line rental charges for the entirety of the Minimum Period or subsequent Annual Term(s) unless the Contract ends because:-
  - 36.5.1. Contact has materially changed the conditions of this Contract to the Customer's detriment; or
  - 36.5.2. Contact terminates this Contract (in which case line rental charges up to the date of termination are payable by the Customer);
  - 36.5.3. Contact is in substantial unremedied breach of the Contract with the Customer (and for the purposes of this sub-clause the Customer must give notice to Contact in writing of the breach complained of and Contact will have 28 days in which to remedy the breach);
- 36.6. If the Customer attempts to terminate the Contract within the Minimum Period and then in addition to the obligation to pay us line rental for the remainder of the Minimum Period (or Annual Term, if applicable) the Customer must pay to Contact a sum equivalent to the charges for the remainder of the Minimum Period (or Annual Term, if applicable) which will be calculated as follows:
  - 36.6.1. LCR call charges sum payable by Contact shall be calculated by reference to the mean average of the last 3 full months call charges (or if less than 3 months call charges can be shown, the average of the months that can be shown) and the mean average result shall be multiplied by the number of unexpired months of the Minimum Period or Annual Term
  - 36.6.2. NGN termination charges payable shall be calculated by reference to the mean average of the last 3 full months of NGN rebate (or if less than 3 months rebates can be shown, the average of the months that can be shown) and the mean average result shall be multiplied by the number of unexpired months of the Minimum Period or Annual Term.

# Contact Limited Terms & Conditions



## 37. NGN CHARGES AND REBATES

- 37.1. There will be a monthly rebate or charge based NGN service and will be based on the volume of calls at the rate specified on the Contact Order Form.
- 37.2. There will be a minimum charge of £10.00 per month per number unless otherwise specified.
- 37.3. Moves, Adds and Changes will be charged at the current rate
- 37.4. The phone number for the NGN service and all the rights in that number belong to Contact. The Customer may not sell or transfer the number without obtaining Contact's written consent.
- 37.5. Excluding numbers set up and used prior to the start of the Contract, the Customer agrees that Contact be its exclusive supplier of inbound call numbers and services during the term of the Contract.
- 37.6. If the Customer decides to port the NGN(s) network provider after the Minimum Period the Customer must give 90 days' written notice to Contact.

## PART E - MOBILE SERVICES

### 38. CONNECTION TO THE NETWORK SYSTEM AND PROVISION OF THE "SERVICES"

- 38.1. Subject to these terms and conditions Contact will procure that the Connection is made and Contact will use its reasonable endeavours to make the Services available to the Customer within the System Area throughout the Term (as specified in clause 39 below)

### 39. TERM

- 39.1. The Contract shall take effect from the Commencement Date as notified by Contact unless terminated as otherwise provided in these conditions, and continue for the Mobile Minimum Period, as stipulated in the Customer Order Form with thirty (30) days notice thereafter
- 39.2. Contact will make the connection as soon as practicable after the date of Contact's acceptance of the Customer Order Form but it is understood that the connection date which is arranged is an estimate only and may be liable to change. Accordingly Contact will not be responsible for the consequences of any delay in connection.

### 40. PAYMENT

- 40.1. The Customer will pay Contact on receipt of the monthly invoices for the duration of the Contract for:
  - 40.1.1. the Connection charge(s), a once only payment due on the Connection Date; and
  - 40.1.2. the Line Rental in advance with the first payment (apportioned where necessary) for the period from the Connection Date until the next month being due on the Connection Date and the second and subsequent payments in respect of each subsequent month being due every month; and
  - 40.1.3. all Call Charges with payments being due monthly in arrears in respect of all calls made during the preceding month the date of payment being at Contact's discretion; and
  - 40.1.4. all other charges relating to the use of any Third Party Network with payment being due upon issue of the invoice; and
  - 40.1.5. any additional Services which Contact may provide. All other additional charges will be at Contact's standard rates and the date of payment will be at Contact's discretion.
- 40.2. All charges not included by the tariff allowance as agreed in the Customer Order Form will be charged at Contact's standard rates. Unused allowance cannot be carried forward from one month to the next unless expressly stated by us. Eligible calls will be set against inclusive minutes in the order in which such calls are made except for roaming calls which will be set against inclusive minutes in the month in which the calls are recorded by us following receipt of the relevant call records from the foreign network operator or clearing house.
- 40.3. Contact shall be entitled from time to time to amend the billing periods referred to in clause 40.1
- 40.4. The Customer must pay all charges within 14 days from the date of invoice in full without any set-off or other deduction whatsoever by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.
- 40.5. All Charges are exclusive of VAT and VAT will be added at the current applicable rate.

### 41. NUMBERS

- 41.1. The mobile telephone number and any other numbers made available in connection with the use of the equipment and/or the Services remain the property of Contact, the Customer being licensed during the term of the Contract only to use the mobile telephone number to gain access to the Network System.
- 41.2. The Customer may only apply to Contact to transfer the mobile telephone numbers in relation to this Contract where those mobile telephones have been terminated in accordance with this Contract.

### 42. SIM

- 42.1. The Customer acknowledges that any SIM supplied to the Customer remains the property of Contact and/or the System Provider and the Customer will comply with such procedures as Contact may notify to the Customer in relation to the use of the SIM.
- 42.2. Contact will charge the Customer for the SIM at the rate specified by Contact. Risk in the SIM shall pass to the Customer upon delivery, where delivery is deemed to be the Customer's Contact and Billing details as specified on the Customer Order Form unless otherwise advised by the Customer in writing in advance.
- 42.3. The Customer is responsible for any loss or damage to or unauthorized use of a SIM after delivery together with the cost of any replacement required.
- 42.4. The Customer will immediately notify Contact in the event of any SIM being lost or stolen and will only use the SIM in Customer equipment approved by Contact.
- 42.5. Contact may require the SIM to be delivered up to Contact at any time and to substitute a new SIM for any existing SIM. Failure to comply may result in the application of the conditions set out in clause 6.

### 43. DELIVERY OF EQUIPMENT

- 43.1. Any reference to delivery in this Contract assumes that the delivery address is as specified as the address on the Customer Order Form unless Contact are notified in writing when the Customer signs the Customer Order Form.
- 43.2. Any dates quoted for delivery of the Equipment or Services are approximate only and Contact shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by Contact in writing.
- 43.3. Contact will not be liable to the Customer for any loss or damage (direct or indirect) occasioned by its failure whether as a result of its negligence or otherwise to deliver the Equipment or Services by the date or within the time stated and in no case shall delay be a ground for rejecting the same.
- 43.4. Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Contact to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 43.5. If the Customer fails to take delivery of the Equipment or fails to give Contact adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Contact's fault) then, without prejudice to any other right or remedy available to Contact, Contact may:
  - 43.5.1. store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - 43.5.2. sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 43.6. Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, the property in the Equipment shall not pass to the Customer until Contact has received in cash or cleared funds payment in full of the price of the Equipment together with all other sums owing to Contact on any account whatsoever or howsoever arising have been paid in full.
- 43.7. Until such time as the property in the Equipment passes to the Customer (and provided the Equipment is still in existence and has not been resold), Contact shall be entitled at any time to require the Customer to deliver up the Equipment to Contact and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 43.8. Any claim by the Customer which is based on any defect in the quality or condition of the Equipment or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Contact within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Contact accordingly, the Customer shall not be entitled to reject the Equipment or Services and Contact shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Equipment or Services had been delivered in accordance with the Contract.
- 43.9. Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment or their failure to meet specification is notified to Contact in accordance with these Conditions, Contact shall be entitled to replace the Equipment (or the part in question) free of charge or, at Contact's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but Contact shall have no further liability to the Customer.
- 43.10. In no circumstances shall Contact be liable for any economic loss or damage suffered by the Customer howsoever caused and whether foreseeable or contemptible which for the avoidance of doubt shall be taken as including any loss of profits, business revenue, goodwill, anticipated saving overhead and labour costs.



# Contact Limited Terms & Conditions



## 44. EQUIPMENT

- 44.1. If any equipment is provided to the Customer on a free of charge basis or a loan basis, then title in this equipment shall remain with Contact. The Customer shall at their own expense, be responsible for the safe return of this equipment to Contact seven (7) days before the disconnection or transfer of the mobile telephone service from Contact service. The Customer shall be responsible for any loss or damage to this equipment from the point of delivery to the Customer and shall, at their own expense, keep this equipment in good working order, fair wear and tear accepted. Contact reserve the right to charge the Customer any reasonable costs in repairing or replacing any equipment that is not returned to Contact in accordance with the provisions of the clause.
- 44.2. Unless otherwise agreed by Contact, the Customer will pay for all delivery charges.
- 44.3. Where Equipment has been delivered and any delivery been accepted by the signature of a representative of the Customer, then financial liability for the Equipment, will become the responsibility of the Customer.
- 44.4. The Customer agrees that any Equipment supplied against SIM card, whether by new connection, upgrade or transfer from any other service provider or network operator will be connected and used within Thirty (30) days from the date of delivery. If the Equipment is not used or connected within thirty (30) days from the date of supply then Contact reserves the right to connect the SIM card to the network and the charge the Customer accordingly.
- 44.5. Subsidised Equipment supplied against either a new connection, migration, port or upgrade is supplied on the understanding that the Equipment will generate call spend. If after three (3) months from the date of supply of the Equipment, the Equipment has not generated call spend, then the Equipment will be invoiced at the full price to the Customer.
- 44.6. Where a Customer wishes to upgrade or replace their Equipment and/or car kit, then the upgrade and/or the replacement will be subjected to a new Mobile Minimum Period as stipulated in the Customer Order Form with thirty (30) days notice thereafter
- 44.7. Where the Customer finds any defect in the quality or condition of the Equipment, the Customer will contact the manufacturer of the Equipment directly and make an appropriate claim under the manufacturer's warranty or guarantee, except where the Customer notifies Contact of such a defect within the first 7 days of the Delivery Date. Upon such a request Contact shall use all reasonable commercial effort to replace the Equipment or procure its repair providing:
- 44.7.1. the Customer has followed the operations manual of the manufacturer and/or
- 44.7.2. has followed the instructions issued by Contact to remedy such a defect
- 44.7.3. the Customer has not breached any of the conditions required under manufacture warranty
- 44.8. Any accidental damage will not be covered by the warranty, and the Customer will be required to cover the cost of this kind of repair. Contact will not offer an exchange or a free of charge repair where the faults are not covered by the manufacturer's warranty.
- 44.9. Accidental damage can be repaired in most cases and will be charged to the Customer.
- 44.10. The Customer accepts sole responsibility for backing up any important data stored on the Equipment prior to the commencement of any repairs and hereby acknowledges that any such data (together with any ringtone or logo) may be lost during the repair and will be lost if the Equipment is exchanged. Contact is not liable for this and it is therefore the Customer's responsibility to back up any such data stored on the Equipment.

## 45. SERVICES VIA THE CUSTOMER EQUIPMENT

- 45.1. Customer should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications Services apply to the use of the Services via the Equipment. In addition the Customer must:
- 45.1.1. not use, or allow others to use the Services for any improper, immoral or unlawful purpose; and
- 45.1.2. not use, or allow others to use the Services for the persistent making of calls without a reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person and
- 45.1.3. not reverse the charges on any telephone call or allow anyone else to do this: and
- 45.1.4. comply with any reasonable instructions issued by Contact which concern the Customer's use of the Services, the Equipment, the number, the IMEI number or any SIM, or connected matters so as to comply with all its obligations and liabilities to the System Provider, and
- 45.1.5. not act or omit to act in any way which may injure or damage any persons or property or the Network System or howsoever cause the quality of the Services to be impaired, and
- 45.1.6. provide Contact with all such necessary information as Contact may reasonably require to perform its obligation under this Contract, and
- 45.1.7. only use Equipment which is approved for use with the Network System
- 45.2. The Customer should also be aware that the Services might from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network System is connected and other causes of interface.
- 45.3. Roaming relies on the telecommunications systems of foreign networks and cannot therefore offer any guarantees about roaming services.
- 45.4. Services used from a country outside the UK may be subject to different laws and regulations that apply in that other country. Contact is not liable for failure to comply with those laws or regulations
- 45.5. The Customer acknowledges and agrees that:
- 45.5.1. Contact reserves the right to alter the name code or number allocated by Contact for use and the connection of the Services.
- 45.5.2. the Customer is solely responsible for the operation of the Equipment and should take every precaution to ensure that it is used safely.
- 45.5.3. notwithstanding Contact's acceptance of liability as set out in clause 47 below the Customer should insure against all reasonable foreseeable loss or damage the Customer may suffer as a result of Contact's acts or omission whether negligent or not on the basis that otherwise Contact's potential liability hereunder could be disproportionate to the sum or sums that the Customer has agreed to pay Contact hereunder and Contact cannot be reasonably expected to be aware of the particular circumstances of the Customer.

## 46. EQUIPMENT FUND

- 46.1. If an Equipment Fund is made available to the Customer for purchase of equipment over the period of the Contract and the minimum ARPC commitment is not achieved, then the Equipment Fund will be pro-rated in accordance with the actual ARPC achieved.
- 46.2. Contact will Clawback (be entitled to recover from the Customer) all funds allocated to the Equipment Fund (including without limitation any connection fee):-
- 46.2.1. in respect of a Customer Order Form if the Customer Order Form has been terminated or the telephone disconnected for whatever reason after the date of connection (or where the Customer has been disconnected and reconnected if the Customer is subsequently disconnected after the date of reconnection); and/or
- 46.2.2. if the Customer has failed to make payment in full of any charges or bills issued by Contact; and/or
- 46.2.3. in respect of a connection which subsequently becomes a '14 day disconnection' (i.e. the Customer cancels the contract for its purchase of the Equipment from Contact within 14 days of receipt of the Equipment);
- 46.2.4. in respect of a connection which is subsequently found to be connected fraudulently
- 46.2.5. in respect of any Customer Order Form where there is evidence of non compliance with the System Providers operational procedures as notified.
- 46.2.6. in respect of any Customer Order Form where the Customers call spend is lower than reasonably expected. The determination of 'reasonable call spend' to be entirely at the discretion of Contact.
- 46.2.7. in respect of any connection where minimal call activity takes place within a six calendar months billing period from Contact from the date of connection. The determination of 'minimal call activity' to be entirely at the discretion of Contact.
- 46.2.8. Contact will Clawback all and any amounts as may be reclaimed by the Systems Provider from Contact for any reason whatsoever.
- 46.3. The amount of any 'Clawback' and VAT shall be a debt immediately due on demand from the Customer to Contact notwithstanding any termination of the Customer Order Form whether before or after the right to Clawback arises. Clawback charges will be passed on in full to the Customer by the way of an invoice from Contact.
- 46.4. The Customer will use its reasonable endeavours to ensure that Clawbacks are avoided.
- 46.5. Contact will be entitled to Clawback (be entitled to recover from the Customer) funds allocated to the Equipment Fund in respect of a Customer Order Form where the Customer requests a lower tariff or migrates to a lower call plan. For the avoidance of doubt the Clawback calculation will be based on the rates that are in force at the date of connection.
- 46.6. Contact reserve the right to make an administration charge in respect of any Clawbacks

## 47. VARIATION OF CHARGES AND TARIFFS

- 47.1. Contact may adjust all or any of its charges on giving the Customer at least seven (7) days written notice of this before any adjusted charge is due to take effect. The Customer shall within seven (7) days of receiving such written notice be entitled to terminate this Contract by written notice to Contact (except in the circumstances described in 47.2) and time shall be of the essence for the purpose of such notice.
- 47.2. Contact may at any time make reasonable amendments to this Contact by a document signed by Contact. Contact shall as soon as practicable make available details of the amendments by notifying the Customer of any such variation in writing, such amendments shall take effect seven (7) days after notification to the Customer, unless such amendment is made before the Contract is entered into, in which event it will take effect from the date the Contract is entered into. Without prejudice to the generality of the foregoing, any amendment to this Contract made by Contact as a consequence or any alteration in the terms and conditions upon which the System Provider makes the Services available to Contact shall be regarded as reasonable

# Contact Limited Terms & Conditions



- 47.3. Except as provided by sub-clause 47.2 no variation to these Terms and Conditions shall be effective whether such purported variation takes place before, at the same time or subsequent to the date of this Contract.
- 47.4. Contact will not undertake a change of tariff for any mobile telephone during any period of notice given by the Customer
- 47.5. If the Customer requests a change of tariff Contact will carefully review the request taking due regard of the terms originally and/or subsequently agreed between the Customer and Contact.
- 47.6. Contact will charge a reasonable administration fee for every tariff change made to each SIM
- 47.7. The Customer cannot change tariff after notification to terminate the Contract has been received by Contact in writing.
- 47.8. If notification to terminate the Customer Order Form is received within thirty (30) days following receipt of a tariff change then the part of the Mobile Minimum Period not yet expired will be calculated using the previous tariff.
- 47.9. If the Customer does not achieve the minimum value as set out in the Customer Order Form in any calendar month, then the Customer will pay Contact the difference between the minimum ARPC as set out in the Customer Order Form and the actual ARPC achieved in that calendar month. Payment to be made within fourteen (14) days of the date of Contact's invoice.

## 48. SUSPENSION/DISCONNECTION

- 48.1. Contact may without notice, suspend the Services and (at Contact's discretion) disconnect the Equipment, Number, IMEI Number or any SIM from the Network System in either of the following circumstances:
  - 48.1.1. during the period of any technical failure, repair, expansion, maintenance, improvement or notification of the Services to the Network System or
  - 48.1.2. if the Customer commits a breach of any of the terms of this Contract (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in Contact's reasonable opinion may have the effect of jeopardising the quality of the Services
- 48.2. The Customer will remain liable to pay all charges due under this Contract notwithstanding suspension and disconnection under paragraph 48.1.2 above
- 48.3. Except in the circumstances or disconnection pursuant to clause 48.1.1 above Contact may charge a reasonable fee for disconnection or reconnection of the Equipment, Number IMEI number or SIM to the Network System having regard to the circumstances at the time of disconnection or reconnection

## 49. TERMINATION

- 49.1. Without prejudice to any other claims or remedies, which Contact may have against the Customer, Contact may (subject to the provisions of the Consumer Credit Act 1974, if applicable) terminate this Contract in any of the following circumstances by written notice.
  - 49.1.1. if the Customer fails to comply with any of the terms of this Contract including failure to pay all charges when due, or
  - 49.1.2. if the Customer makes or offers to make any arrangements or compositions with creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Customer or if the Customer is a limited company and any resolution to wind up that company is passed or if a receiver or administrator is appointed over the whole or any part of such company's assets, or
  - 49.1.3. if the Customer convenes any meeting to discuss or any proposal or application is made for the appointment of an administrator receiver, liquidator or similar official in respect of the Customer or any of its assets: or
  - 49.1.4. if the Customer does or allows to be done anything which in Contact's opinion will or may have the effect of jeopardising the quality of the Services, or
  - 49.1.5. if Contact's license to utilise the Network System is revoked or terminated for any reason.
- 49.2. Upon the termination of this Contract, Contact shall disconnect the Equipment from the Network System, the Number and IMEI number on the Equipment shall revert to Contact and the Customer shall at the Customer cost return in good condition to Contact any SIM originally provided by Contact to the Customer.
- 49.3. After expiry of the Mobile Minimum Period as stipulated on clause 39, this Contract will be automatically renewed on a quarterly basis unless the Customer gives not less than three months' written notice to Contact, such notice to expire on the anniversary date of this Contract.
- 49.4. Upon receipt of the Customer notice of intention to terminate this Contract given in writing, Contact will be under no obligation to connect, on behalf of the Customer, any further SIM's to the Network System or to provide any upgrades of existing Equipment already connected to the Network System.
- 49.5. Upon early termination of this Contract the Customer will pay on demand all charges outstanding at the time of termination. In addition save in case of a termination pursuant to clause 49.1.1 or 47.1 the Customer shall pay Contact on demand:
  - 49.5.1. The monthly line rental, Call Charges and other charges, at Contact recommended retail price, that would have become due had the notice period of thirty (30) days been given and the Contract continued for the full Mobile Minimum Period and-
  - 49.5.2. any Clawback of network support used to subsidise the Contract
  - 49.5.3. the full amount of any cash back and/or Equipment Fund paid to the Customer by Contact signing the Contract
  - 49.5.4. Contact's reasonable administration charges in transferring the Mobile Number(s) to an alternative provider.

## PART F - MOBILE CALL RECORDING SERVICES

### 50. CONNECTION TO THE NETWORK SYSTEM AND PROVISION OF THE "SERVICES"

- 50.1. Contact is under no obligation to provide any support or maintenance in respect of:
  - 50.1.1. Problems resulting from any modification or customisation of the Product not made or authorised in writing by Contact
  - 50.1.2. Use of the elements of the Product in any combination other than those specified by Contact whether written or oral
  - 50.1.3. Use of the Product with any other software or products that Contact has not expressly authorised in writing to be used with the Products
  - 50.1.4. Use of the Product with computer hardware, operating systems or other supporting software other than those specified by Contact whether written or oral
- 50.2. In respect of the Products, the Customer agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that Contact will remedy such non conformance within 1 month and if in Contact's reasonable opinion, it is unable to remedy such non conformance, Contact will accept return of the Product whereupon that particular Agreement shall immediately terminate.
- 50.3. In respect of maintenance and support, Contact will provide this between the hours of 08.30 and 18.00, Monday to Friday, irrespective of what the fault/issue is.
- 50.4. Contact shall indemnify the Customer for direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties pursuant to this Agreement. The Customer's total liability under this clause shall be limited to a sum equivalent to the price paid to Contact under this Agreement for the Products and Services that are the subject of the Customer claim
- 50.5. While Contact shall use reasonable commercial efforts and best endeavours to meet delivery and supply times, the Customer's only remedy for unreasonable delay in supplying products or services will be the right to terminate this Agreement
- 50.6. Pricing will always reflect the latest version of Contact's pricing.
  - 50.6.1. Pricing is subject to change by Contact on 30 days' prior written notice to the Customer except where:
  - 50.6.2. Contact has agreed to maintain such price for the validity period of the quote to the Customer provided that such validity period is no longer than 30 days; or
  - 50.6.3. Contact has received a purchase order from the Customer prior to Contact's price increase notice becoming effective.
  - 50.6.4. The Charge is set at an agreed rate prior to, and throughout the duration of a contract between Contact and the Customer unless;
    - 50.6.4.1. The Service usage is increased during the contract by the Customer or;
    - 50.6.4.2. Third party hosted service charges increase during the contract (if applicable) or;
    - 50.6.4.3. The Customer is responsible for paying any planned additional costs to Contact as agreed with Contact during the contract.
    - 50.6.4.4. Contact maintains the right to charge for additional requested Services during the contract period at the Price relevant to the point in time that the additional Services are requested. All changes to the Charge will be made available to the Customer at the point of change.
- 50.7. This Agreement shall become effective on the Commencement Date and shall continue in force unless either party gives at least 3 months notice in writing of its decision to terminate.
- 50.8. The Customer will contract to the Product for the Minimum Period. Any variation in the contract period must be specifically agreed in writing between by Contact prior to contract signature.

## PART G - SATELLITE SERVICES

# Contact Limited Terms & Conditions



## 51. THE DELIVERY AND INSTALLATION OF BIC EQUIPMENT

- 51.1. In respect of each Services Contract, System Provider shall (through its Subcontractor) deliver a satellite dish and modem and relevant documentation (BIC Equipment) to the relevant End User.
- 51.2. System Provider shall be responsible for installation and set up of the BIC Equipment.
- 51.3. If End User requires any assistance in relation to the BIC Equipment after its installation and set up, End User may, if needed, contact and liaise with System Provider via the telephone and/or email support service as described in paragraph 9 below.
- 51.4. Signature of the proof of delivery note by or on behalf of End User on delivery shall be conclusive proof that the BIC Equipment has not been damaged or tampered with whilst the BIC Equipment has been at System Provider's risk (except to the extent that anything to the contrary is clearly marked on the proof of delivery note).
- 51.5. Without prejudice to paragraph 51.4, if End User does not receive the BIC Equipment or Contact finds that the BIC Equipment does not conform to this Agreement or the Services Contract then End User must notify Company of this fact in writing within 1 day of the date of delivery of the BIC Equipment or the anticipated date of delivery (as the case may be). If Company does not receive notification from End User within this period then End User will be deemed to have accepted that: (i) End User has received the BIC Equipment; (ii) the BIC Equipment is free from damage; and (iii) the BIC Equipment conforms to this Agreement and the Services Contract.
- 51.6. If End User notifies Company that End User has not received the BIC Equipment in accordance with paragraph 51.5 and Company accepts End User's claim then Company will by way of full and final settlement of all its obligations and liabilities to End User in relation to the claim at Company's discretion either: (i) refund any monies End User has paid to Company for the unreceived BIC Equipment; or (ii) dispatch to End User the unreceived BIC Equipment.
- 51.7. If End User notifies Company that the BIC Equipment received by End User was damaged whilst it was at Company's risk or does not conform to this Agreement or the Services Contract then End User must promptly return the BIC Equipment to Company and provide Company with reasonable evidence supporting End User's claim. If Company accepts End User's claim then Company will by way of full and final settlement of all its obligations and liabilities to End User in relation to the claim at Company's discretion either: (i) refund any monies End User has paid to Company for the damaged/non-conforming BIC Equipment; (ii) repair the damaged/non-conforming BIC Equipment; or (iii) replace it with BIC Equipment that conforms with this Agreement and the Services Contract.

## 52. RISK & TITLE

- 52.1. Risk in the BIC Equipment shall pass to End User on delivery of the BIC Equipment to End User's site.
- 52.2. Title to the BIC Equipment shall not pass to End User until the BIC Equipment Fee has been received in full by Company in cleared funds.

## 53. USE OF ALVEA BIC

- 53.1. In respect of each Services Contract, unless End User has purchased an ALVEA Always On Business Broadband package (in which case End User can connect to the HYLAS satellites at any time after installation of the BIC Equipment), End User shall, during the term of the Services Contract, only be entitled to use ALVEA BIC to connect to the HYLAS satellites if End User's standard connectivity to the internet is severed or disabled in any way and to remain connected to the HYLAS satellites until its standard connectivity is restored. End User acknowledges, understands and accepts that (i) System Provider is entitled to change and/or remove any service or feature of ALVEA BIC at any time; and (ii) it is End User's responsibility to ensure that its computer systems are compatible with the BIC Equipment.
- 53.2. End User shall not remove, obscure or alter any trade mark, trade name, service mark, logo or other intellectual property or proprietary right designation appearing on or contained within any materials or information provided by or on behalf of System Provider.
- 53.3. End User shall provide information and/or materials related to the applications End User uses in connection with ALVEA BIC (Applications) as requested by System Provider for the purposes of verifying End User's compliance with the terms of this Agreement and/or the terms of each Services Contract. End User shall allow System Provider to access the Applications or crawl or otherwise monitor the external interfaces of such Applications for the purposes of verifying End User's compliance with the terms of this Agreement and/or the terms of each Services Contract. End User shall not seek to block or otherwise interfere with such crawling or monitoring.
- 53.4. End User agrees to comply with the acceptable use policy set out in the Clause 60 (as may be amended from time to time by the Company or System Provider on written notice to End User).

## 54. FEE PAYMENT MODEL

- 54.1. If End User purchases an ALVEA BIC Standby package then Company charges:
- 54.1.1. a yearly fee based on the ALVEA BIC Standby package chosen (BIC Standby Fee); and
- 54.1.2. a failover charge for transferring data over the connection (BIC Usage Fee).
- 54.2. Company will invoice End User, and End User shall pay, for the BIC Standby Fee:
- 54.2.1. in full in advance; or
- 54.2.2. in any other manner stipulated by Company from time to time (for example, monthly in advance in twelve equal instalments).
- 54.3. If Company offers End User different payment models for the BIC Standby Fee then, in respect of each Services Contract, the BIC Standby Fee payment model that applies to the Services Contract shall be as specified in the End User order for that contract. If no different payment models are offered by Company at the time the End User order is submitted, or if no payment model is specified in the End User order, then the payment model for the Services Contract shall be payment of the BIC Standby Fee in full in advance.
- 54.4. Company will invoice End User monthly in arrears for the BIC Usage Fee based on the amount of data transferred over the connection by End User in the preceding month calculated in gigabytes (GB) on a daily basis and rounded up to the nearest GB each day.
- 54.5. If End User purchases an ALVEA Always On Business Broadband package then Company charges:
- 54.5.1. an activation fee which is payable in full in advance (Activation Fee);
- 54.5.2. a yearly fee based on the ALVEA Always On Business Broadband package chosen (Service Fee); and
- 54.5.3. a fee for every GB in excess of End User's download limit (Over Usage Fee).
- 54.6. Company will invoice End User, and the End User shall pay, for the Service Fee:
- 54.6.1. in full in advance; or
- 54.6.2. in any other manner stipulated by Company from time to time (for example, monthly in advance in twelve equal instalments).
- 54.7. If Company offers End User different payment models for the Service Fee then, in respect of each Services Contract, the Service Fee payment model that applies to the Services Contract shall be as specified in the End User order for that contract. If no different payment models are offered by Company at the time the End User order is submitted, or if no payment model is specified in the End User order, then the payment model for the Services Contract shall be payment of the Service Fee in full in advance.
- 54.8. Company will invoice End User monthly in arrears for the Over Usage Fee based on the amount of data transferred over the connection by End User in the preceding month calculated in GB on a daily basis and rounded up to the nearest GB each day.
- 54.9. In relation to any ALVEA BIC package (including ALVEA Always On Business Broadband), Company charges:
- 54.9.1. a one-off fee for the sale of each BIC Equipment (BIC Equipment Fee); and
- 54.9.2. a one-off fee for the installation of each BIC Equipment (BIC Installation Fee); and
- 54.9.3. fees for the provision of Add-ons, each of which shall be paid by End User at the time and in the manner stipulated by Company from time to time.

## 55. TERM AND TERMINATION

- 55.1. ALVEA BIC is available for a fixed term of one, two or three years. Once an ALVEA BIC package has been chosen by End User it may only be changed by End User in order to upgrade the service taken or to increase the fixed term.
- 55.2. Upon expiry of the term, the service may only be renewed by End User for a further fixed term of one, two or three years through placement by End User of a new order for the service with Company. An order for renewal of the service must be placed with Company by End User no less than 10 Business Days prior to the expiry of the current term in order for the renewal to take effect on expiry of the current term.
- 55.3. In respect of each Services Contract for ALVEA BIC:
- 55.3.1. either party may by notice in writing to the other party immediately terminate the Services Contract if the other party is in material breach of any of its obligations under the Agreement which is either not capable of remedy or is not remedied within 10 days of receipt of a notice from the terminating party specifying the breach and requiring its remedy; and
- 55.3.2. following the termination of the Services Contract for any reason other than paragraph 55.3.1, End User may take advantage of any post-termination assistance Company may elect to offer with respect to the Services. Such assistance is subject to End User's acceptance of the terms upon which Company is willing to provide such assistance including in respect of the fees payable for such assistance. Company shall be under no obligation to provide such assistance without End User's acceptance of such terms.
- 55.4. The termination rights set out in this paragraph 55 are in addition to the general termination rights set out in the Agreement.

## 56. MARKETING

- 56.1. End User shall procure that Company or System Provider and its Subcontractors shall be entitled to refer to any End User by name in any marketing materials or information.
- 56.2. End User shall not issue any press release with respect to ALVEA BIC, any Services Contract or this Agreement without Company and System Provider prior written approval.

# Contact Limited Terms & Conditions



## 57. SUPPORT

### 57.1. Service description

- 57.1.1. Type of support: direct with End User.
- 57.1.2. Support provided: for the ALVEA BIC service.
- 57.1.3. Location of support: support is provided remotely by telephone and email. Support includes a next Business Day replacement service for BIC Equipment. Specifically, next Business Day means if System Provider notifies End User before 4pm (UK time) that the BIC Equipment needs to be replaced
- 57.1.4. Support Hours: 9 am to 5 pm (UK time) on Business Days.

## 58. OWNERSHIP OF REPLACED BIC EQUIPMENT

- 58.1. If as part of the support service System Provider replaces faulty hardware then any permanent replacement hardware shall become the property of End User, whilst System Provider shall take ownership of all replaced hardware. Prior to the start date of any End User Agreement, End User acknowledges that System Provider takes ownership of all replaced hardware.
- 58.2. With all replacement hardware sent by System Provider to End User, End User shall ensure that the defective hardware is returned to System Provider within 10 days of receipt of the replacement hardware. If the hardware is not sent within that time, End User shall pay Company the full RRP of the replacement hardware current at the end of that 10 day period.

## 59. SERVICE LEVELS

- 59.1. The ALVEA BIC service will be deemed available if the networking components and appropriate satellite are available and responding to System Provider' (or its Subcontractor's) monitoring tools.
- 59.2. For the purposes of defining availability the BIC infrastructure will not be deemed unavailable due to items, matters or events set out in paragraph 59.3.
- 59.3. System Provider shall not be liable where any service, or service level, failure is due to, or contributed to by, the following items, matters or events:
  - 59.3.1. any failure of Company or End User to comply with its obligations under the relevant Services Contract;
  - 59.3.2. any hardware, software or service (including any failure thereof) that is not covered by this service;
  - 59.3.3. scheduled downtime (e.g. scheduled maintenance or scheduled changes to the service as notified by System Provider or its Subcontractor from time to time);
  - 59.3.4. emergency down time (e.g. emergency maintenance or urgent changes to the service);
  - 59.3.5. End User not accepting all of System Provider' guidelines, recommendations or instructions relating to the services; or
  - 59.3.6. is due to a cause beyond System Provider reasonable control.

## 60. ACCEPTABLE USE POLICY

### 60.1. Coverage:

- 60.1.1. This acceptable use policy applies to all your employees, agents and/or customers. In either instance, a violation of this acceptable use policy by anyone using your account will be treated as a violation by you.

### 60.2. Grounds for Suspension and Termination.

- 60.2.1.1. You agree to comply with this acceptable use policy, as well as the applicable rules, regulations and policies of any network, bulletin board, newsgroup, web site or Internet Service Provider accessed through the ALVEA BIC service. You acknowledge and agree that any violation of this acceptable use policy or the other rules, regulations or policies noted above may serve as cause for your account to be suspended or terminated upon the first or subsequent occurrence of any of the following:
  - 60.2.1.2. Using ALVEA BIC or the BIC Equipment in a way which constitutes violation of any applicable statute, law, court, order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
  - 60.2.1.3. Using ALVEA BIC or the BIC Equipment in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;
  - 60.2.1.4. Using ALVEA BIC or the BIC Equipment in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you;
  - 60.2.1.5. Using ALVEA BIC or the BIC Equipment in such a way as to forge or misrepresent headers, addresses, or other identification in electronic mail or USENET postings, or using any other method to disguise the sender/s identity or location;
  - 60.2.1.6. Excessively using ALVEA BIC or the BIC Equipment in such a way as to limit the bandwidth available to others, including, but not limited to sending e-mail traffic, or the use of ping, e-mail check, excessive IRC logging, or any automated program with the sole intent of creating a continuous connection;
  - 60.2.1.7. Posting commercial messages to a USENET group where the posting is not approved by the specific USENET group in its charter;
  - 60.2.1.8. Using ALVEA BIC or the BIC Equipment to operate server programs, including, but not limited to IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers. You may run an email server. You acknowledge and agree that your usage of ALVEA BIC services will be monitored to ensure compliance with this acceptable use policy;
  - 60.2.1.9. Using ALVEA BIC or the BIC Equipment to promote or solicit competing Internet services;
  - 60.2.1.10. Using ALVEA BIC or the BIC Equipment for unauthorised relays through any third party systems;
  - 60.2.1.11. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet;
  - 60.2.1.12. Using ALVEA BIC or the BIC Equipment for mail-bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;
  - 60.2.1.13. Using ALVEA BIC or the BIC Equipment to add or attempt to add addresses to any mailing list (yours or a third party/ies) without the explicit positive consent of the addressee(s);
  - 60.2.1.14. Using ALVEA BIC or the BIC Equipment to forward or post "chain letters" (multiple forwarding) of any type;
  - 60.2.1.15. Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than your own;
  - 60.2.1.16. Engaging in harassment, whether through language, frequency, or size of messages;
  - 60.2.1.17. Using ALVEA BIC or the BIC Equipment to engage in sync flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks;
  - 60.2.1.18. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information;
  - 60.2.1.19. Using the Service in a manner which is harmful to the business reputation or interests of Avanti Broadband.

### 60.3. Security:

- 60.3.1. You agree not to access or attempt to access areas of the ALVEA BIC service which you are not authorised to access.

### 60.4. Content:

- 60.4.1. You understand and agree that information and access available through the ALVEA BIC Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

# Contact Limited Terms & Conditions

---

