

# Combitel®



## Terms & Conditions

For the Provision of Equipment, Maintenance Services, IT Support  
Services and/or Fixed Network Services



## Terms & Conditions

### 1. DEFINITIONS

1.1 In these Conditions the following terms shall have the following meanings:-

“Additional Charges” means charges for additional services supplied pursuant to condition 6.3.2;

“Annual Support Charge” means the annual support charge for the Maintenance Services as set out on the Order Form;

“Broadband Acceptable Use Policy” means the Company’s policy for the acceptable use of its broadband service, the current version of which is available at [www.combitel.co.uk](http://www.combitel.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time);

“Business Day” means any day other than a Saturday, Sunday or English bank holidays or public holidays;

“Carrier” means the relevant third party public telecommunications operator or third party network service provider;

“Charges” means the charges payable by the Customer to the Company for the Fixed Network Services, the Maintenance Services and/or the IT Support Services as set out in the Order Form;

“Commencement Date” means the commencement date for provision of the Maintenance Services and/or the IT Support Services being the date of Delivery or such other date specified on the Order Form;

“Company” means Combitel Ltd, registration number 9737894 whose registered office is 37 Rhos Road, Rhos-on-Sea, Colwyn Bay, Conwy LL28 4RS;

“Conditions” means these terms and conditions;

“Confidential Information” means any information obtained from or disclosed by the Disclosing Party that relates to its business, affairs, products, developments, trade secrets, know-how, employees, customers, suppliers or any other information relating to the Disclosing Party, in any form or medium, whether disclosed orally or in writing before or after the date of the Contract;

“Connection Date” means the date from when the Carrier has agreed to provide the Fixed Network Services;

“Content” means information, sound, video, software, and/or any other materials in whatever form which may be accessible by the Customer from any person as a result of receiving the Fixed Network Services;

“Contract” means the agreement between the Customer and the Company for the provision of the Equipment and/or Services incorporating the terms set out in the Order Form, these Conditions and any other Service Specific Conditions;

“Contract Year” means a period of twelve months commencing on the Effective Date or any anniversary of the Effective Date;

“Customer” means the person, firm or company specified on the Order Form;

“Delayed Charges” means any Fixed Network Charges due which the Company has omitted to render on time;

“Delivery” means arrival of the Equipment at the Customer’s Site;

“Disclosing Party” means either party who discloses Confidential Information to the other party;

“Effective Date” means the date when the Contract enters into force which is the date on which the Company signs the relevant Order Form and all relevant conditions have been satisfied;

“Emergency Call” means a call to 999 or 112 or any other number associated with UK emergency services;

“Equipment” means the equipment identified on the Order Form;

“Excepted Services” means those services which are excepted from the Maintenance Services as set out in condition 6.2.4;

“Fixed Network Services” means the network services set out on the Order Form;

“General Conditions” means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time;

“Group” means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time;

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- “Installation”** means the physical installation of Equipment at the Site;
- “Installation Services”** means services for the Installation of Equipment as described in the Order Form;
- “Intellectual Property Rights”** means all intellectual property rights including patents, registered trademarks, registered designs, applications for any of the foregoing, unregistered design rights, unregistered trademarks, copyright, database rights, know-how and any other intellectual property rights existing;
- “IT Support Services”** means the IT support services set out in the Order Form;
- “Maintenance Services”** means the maintenance services described in the Order Form;
- “Minimum Term”** means (i) in the case of Maintenance Services a period of three (3) years from the Commencement Date; (ii) in the case of Fixed Network Services a period of three (3) years from the Connection Date; (iii) in the case of IT Support Services a period of three (3) years from the Commencement Date; or (iv) as otherwise specified on the Order Form or as subsequently agreed;
- “Monthly Minimum Call Spend”** means the minimum monthly sum of money to be spent by the Customer on call charges commencing on the Connection Date as set out on the Order Form;
- “Normal Working Hours”** means 9.00am to 5.30pm on any Business Day;
- “OFCOM”** means the Office of Communications and/or any successor body;
- “Order Form”** means the order form which sets out the details of the order, including (without limitation) the Customer’s details, the Equipment and/or Services to be supplied under the Contract;
- “Parent Undertaking”** means as defined in section 1162 of the Companies Act 2006;
- “Personal Data”** means as defined in section 1 of the Data Protection Act 1998;
- “Price”** means the price payable by the Customer for the Equipment and Installation Services;
- “Rate of RPI”** means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body);
- “Receiving Party”** means either party who receives Confidential Information from the other party;
- “Relevant Laws”** means any legislation, secondary legislation, regulation, court decision or government guidance which is relevant to the provision of the Services;
- “Service(s)”** means the Installation Services, the Fixed Network Services, the Maintenance Services, the IT Support Services and any other services supplied by the Company as set out on the Order Form;
- “Service Specific Conditions”** means any additional terms and conditions which apply to Services and which are specified on the Order Form;
- “Site”** means the place of business at which the Services and/or Equipment are to be provided as specified on the Order Form;
- “Small Business Customer”** means a Customer who (i) is not a communications provider; and (ii) has 10 or fewer workers (whether as employees or volunteers or otherwise);
- “Subsidiary Undertaking”** means as defined in section 1162 of the Companies Act 2006;
- “Tariff”** means the Company’s tariff for calculating Charges set out on the Order Form as updated and notified by the Company to the Customer from time to time; and
- “User Instructions”** means the customer operating instructions and the manufacturer’s written recommendations supplied with the Equipment.

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### 2. BINDING CONTRACT

2.1 The Order Form constitutes the Customer's offer to the Company to purchase the relevant Equipment and/or Services. A Contract shall come into force when:

2.1.1 either:

2.1.1.1 an authorised representative of the Company signs the Order Form; or

2.1.1.2 the Company notifies the Customer by e-mail that the Order Form has been accepted;

and

2.1.2 the credit status of the Customer is to the satisfaction of the Company; and

2.1.3 in the case of Fixed Network Services, the requirements of condition 5.2.1 are met.

### 3. ORDERS FOR EQUIPMENT AND THE SERVICES

The following Conditions apply to all orders for Equipment and/or any of the Services:

3.1 The Customer shall be responsible at its own cost for providing the Company with all information relevant to the supply of the Equipment and the provision of Services within sufficient time to enable the Company to perform the Contract.

3.2 The Customer shall specify its requirements accurately on the Order Form. The Customer shall be responsible for any costs that may be incurred for the purpose of correcting or adjusting any inaccuracies or for any failure to specify any requirements in sufficient detail.

3.3 All timescales for deliveries, installations and provisioning are estimates and, accordingly, the Company shall not be liable for any failure, delay or error in delivery nor shall the Company be liable for any consequential losses arising from such circumstances.

### 4. SUPPLY OF EQUIPMENT AND INSTALLATION SERVICES

The following Conditions apply to the supply of Equipment and Installation Services:

#### 4.1 DELIVERY

4.1.1 In consideration for payment of the Price pursuant to condition 10.1 the Company shall supply the Equipment and the Installation Services within the estimated timescales specified by the Company. Such timescales shall commence on the date of receipt by the Company of all instructions and information required for the delivery of the Equipment and Installation Services.

#### 4.2 CONNECTION

4.2.1 The responsibility for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system lies with the Customer.

4.2.2 The Customer shall ensure that the Site is properly prepared at its own cost for the installation of Equipment and ready for the installation to take place on the specified date. This shall include but not be limited to a suitable power supply adhering to the Equipment manufacturer's power and environmental specifications (as published from time to time), all local electrical code requirements, and infrastructure and connectivity required for the successful installation of the Equipment.

4.2.3 The Customer shall at its own cost install an uninterruptable power supply at the Site providing not less than sixty (60) minutes of standby power at the Site for the Equipment.

4.2.4 The Customer shall ensure at its own cost that any personnel such as IT managers, third party agents or contractors such as IT providers are available during the Installation as requested by the Company to ensure the successful completion of the installation.

4.2.5 If the Customer is using third party agents or contractors to supply services or elements of the infrastructure necessary to install the Equipment, the Customer shall ensure that the third party contractors obtain correct specifications for the Equipment from the Company. The Customer shall be responsible for co-ordinating the activities of any third party agents, suppliers and/or contractors. If in the Company's opinion it is necessary for the Company to manage or co-ordinate the activities of any third party agents, suppliers and/or contractors, the

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Company shall be entitled to charge, and the Customer agrees to pay, a project management fee in connection with such matters.

### 4.3 PROPERTY AND RISK

**4.3.1** The risk in the Equipment shall pass to the Customer immediately on Delivery irrespective of whether title to the Equipment has passed or payment or part payment has been made. The Customer shall be responsible for keeping such Equipment properly stored, protected and kept free from any loss, damage, and/or deterioration and insured against all risks for its full reinstatement value and identified as being the Company's property until title passes.

**4.3.2** Notwithstanding Delivery and the passing of risk, the legal and beneficial interest in the Equipment supplied under the Contract shall not pass to the Customer until the Company has received payment in full of all sums due for the Equipment and Installation Services where applicable.

**4.3.3** Until such time as the legal and beneficial interest in the Equipment passes to the Customer, the Company shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Equipment to the Company at its nominated location 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 remove and repossess such Equipment.

### 4.4 INSPECTION

**4.4.1** The Customer must inspect the Equipment on the date that the Installation is completed and while the engineer who completed the Installation is still present at the Site. The Customer must at that time give written notice to the Company if it is not satisfied with the logistics, the scope of work, the condition of Equipment, Installation Services and/or the Installation setting out the reasons why the Customer is not satisfied. If the Customer notifies the Company after the date of completion of Installation, the Company reserves the right to charge for all reasonable costs incurred in carrying out any additional work.

**4.4.2** If the Customer has ordered Maintenance Services, the provisions of condition 6 apply in circumstances where there are any defects in the Equipment.

**4.4.3** If the Customer has not ordered Maintenance Services, the Customer must notify the Company of any defects in the Equipment which arise within a period of twelve (12) months from the date of Delivery. Following receipt of notification, the Company may at its sole discretion repair or replace any Equipment as if the relevant Equipment was covered by the manufacturer's warranty, provided always that the Company's obligation to repair or replace only applies to defects in the Equipment which arise within a period of twelve (12) months from the date of Delivery.

**4.4.4** If the Customer enters into an agreement for maintenance of the Equipment with a third party, the Company's liability for defects in the Equipment shall cease.

**4.4.5** The liability of the Company shall not apply to defects which arise from neglect, misuse, failure to follow any instructions of the Company, maintenance of the Equipment by the Customer or any of its other contractors, or arising from normal wear and tear. In such circumstances the Company reserves the right to charge for all reasonable costs incurred for repairs and call-outs.

**4.4.6** Except where the Customer has purchased Maintenance Services under condition 6 and subject to condition 12.5, the rights and remedies provided to the Customer under this condition 4.4 shall be the Customer's exclusive remedies.

## 5. FIXED NETWORK SERVICES

The following Conditions apply to the supply of Fixed Network Services.

### 5.1 DURATION

**5.1.1** The Contract to provide Fixed Network Services shall enter into force on the Connection Date and shall, subject to the other provisions of this condition 5 and condition 15 continue until expiry of the Minimum Term.

**5.1.2** The Customer may subject to condition 5.1.3 terminate the Contract by giving no more than ninety (90) days' and no less than sixty (60) days' notice in writing to the Company, such notice to become effective no earlier

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than the expiry of the Minimum Term failing which the Contract will renew automatically for a further Minimum Term. If the Customer does not give notice to terminate the Contract during a subsequent Minimum Term as extended under this condition 5.1.2, the Contract will automatically renew for a further Minimum Term. If, after having given notice, the Customer continues to receive the benefit of the Services for a period of more than ninety (90) days from the date the notice becomes effective, the Service will automatically renew for another Minimum Term.

**5.1.3** If the Customer is a Small Business Customer, the Customer may terminate the Contract by giving ninety (90) days' notice in writing to the Company, such notice to become effective no earlier than the expiry of the Minimum Term.

**5.1.4** If the Minimum Term of this Contract as at the Commencement Date is longer than the remaining term of any existing contract between the Company and the Customer (the "Existing Contract"), the duration of the term of the Existing Contract will be extended to match the term of this Contract. This Condition 5.1.4 will not apply where the Customer is a Small Business Customer and the Existing Contract includes the supply of Fixed Network Services.

**5.1.5** If the Company and the Customer enter into any contract in the future (the "Future Contract") and the term of the Future Contract as at its commencement date is longer than the remaining Minimum Term of this Contract, the duration of the Minimum Term of this Contract will be extended to match the term of the Future Contract. This Condition 5.1.5 will not apply where the Customer is a Small Business Customer and this Contract includes the supply of Fixed Network Services.

### 5.2 REQUIREMENTS TO SUPPLY FIXED NETWORK SERVICES

**5.2.1** The Company is unable to provide the Fixed Network Services unless the following requirements are met:

**5.2.1.1** a survey and/or testing reveals to the Company's satisfaction that it is possible for the Company to supply the Fixed Network Services;

**5.2.1.2** any information used by the Company to determine the Charges applicable or any other terms of the Contract are accurate and not misleading;

**5.2.2** The Company will use reasonable endeavours to provide the Fixed Network Services from the Connection Date. Any Fixed Network Services shall be provided with reasonable skill and care. The Fixed Network Services may not be fault free or uninterrupted.

**5.2.3** Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Fixed Network Services the Company will use reasonable endeavours to rectify the fault as soon as practicable. However the Company shall have no liability to the Customer for any fault occurring, or any interruption to the Fixed Network Services which is outwith its control.

**5.2.4** Except where stated on the Order Form, the broadband element, if any, of any Fixed Network Services does not include the provision of any modems or other equipment.

**5.2.5** The Customer acknowledges that the speed of any broadband element of the Fixed Network Services depends on a number of factors outwith the control of the Company including, but not limited to, distance from the exchange, local availability and line capability.

### 5.3 SUPPLY OF TELEPHONE NUMBERS

**5.3.1** OFCOM and/or the relevant Carrier each have the power to withdraw an allocation of telephone numbers. Accordingly, any telephone numbers offered to the Customer under the Contract cannot be guaranteed as being available.

**5.3.2** The Customer acknowledges it does not own or have any right to sell any number provided to it by the Company. The Company reserves the right to charge for porting if the Customer has a number from a national numbering plan.

### 5.4. USE OF THE FIXED NETWORK SERVICES

**5.4.1** The Customer shall not use the Fixed Network Services in any way which:

(a) does not comply with any Relevant Laws;

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- (b) is in any way unlawful or fraudulent or to its knowledge has any unlawful or fraudulent purpose or effect;
- (c) to make, provide, communicate, publish, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance, inconvenience or worry to any person or which in the Company's opinion brings the Company's name into disrepute or which in any way causes damage to or disruption to the Fixed Network Services;
- (d) infringes the rights of any other person; and
- (e) is in breach of any reasonable or lawful instructions provided by the Company from time to time.

5.4.2 The Customer agrees and undertakes not to re-sell the Fixed Network Services to any third party without the Company's prior written consent.

5.4.3 The Customer agrees and undertakes to implement adequate control and security over the use of the Fixed Network Services provided to the Customer including but not limited to the prevention of viruses, worms, Trojan horses and/or any calls generated by rogue diallers or hackers. The Customer shall be liable for all costs, losses, expenses and liabilities suffered or incurred by the Company as a result of any failure to implement adequate control and security over the use of the Fixed Network Services provided to the Customer.

5.4.4 Any equipment installed or provided by or on behalf of the Company for the purposes of providing the Fixed Network Services shall at all times remain the property of the Company and shall be returned to the Company forthwith upon request. The Customer shall be liable to the Company for all losses, costs and expenses incurred by the Company for the recovery, replacement or repair of such equipment.

5.4.5 Unless stated otherwise on the Order Form, if the Customer takes a line rental from the Company, the Customer is committed to using the Company for calls over that line. If at any time after the Connection Date the Customer uses an alternative carrier for calls, or prevents the Company from carrying calls in any monthly period so that the Company considers that the call charges are significantly reduced in comparison to the Customer's previous average invoicing profile, the Customer agrees that the Company may charge the Customer the difference between the average monthly spend on calls prior to such commencement or prevention and the subsequent monthly spend on calls.

5.4.6 The Company does not warrant or guarantee the accuracy, completeness or reliability of any of the Content. Use of the Content is at the Customer's sole risk.

5.4.7 The Customer acknowledges that the Content may be protected by copyright, trademarks and other intellectual property rights, as applicable.

5.4.8 Both parties shall co-operate fully with the police and any other relevant authorities in connection with any suspected misuse of the Fixed Network Services. The Customer agrees that the Company will be entitled to disclose any information relating to the Customer if required to do so by law.

5.4.9 The Customer shall comply with the Broadband Acceptable Use Policy. The Company may change the Broadband Acceptable Use Policy at any time by publishing the changes on its website ([www.combitel.co.uk](http://www.combitel.co.uk) or at such other URL as is notified to the Customer by the Company from time to time) thirty days before the change is to take effect.

### 5.5 TRANSFER FROM THIRD PARTY SUPPLIERS

5.5.1 Unless otherwise stated on the Order Form, the Customer shall be liable for any charges made by third party suppliers for any transfer of lines and services or otherwise.

### 5.6 VOICE OVER INTERNET PROTOCOL ("VOIP") FIXED NETWORK SERVICES

5.6.1 The Company will use its reasonable endeavours to provide any VOIP Fixed Network Services. However, the VOIP Fixed Network Services are subject to the limitations set out below

5.6.2 VoIP is subject to the following limitations:

- (a) the VoIP service may not offer all the features, quality or resilience the Customer may expect from a conventional phone line;

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- (b) the VoIP service may be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of any connection;
- (c) the quality of coverage of a call made via VoIP may be similar to the quality of coverage experienced when making a call from a mobile network service to another mobile network service and can be poorer than the quality experienced on a land line;
- (d) if the Customer uses the VoIP service to make Emergency Calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
- (e) emergency Calls made using the VoIP service may fail if there is a power failure or connection failure;
- (f) the ability for the Customer to make Emergency Calls cannot be guaranteed;
- (g) a VOIP originated Emergency Call will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuit-switched fixed line will receive;
- (h) the use of third party suppliers to provide any element of a VoIP solution including but not limited to data connectivity, SIP trunks or IT support can impair the Company's ability to carry out fault testing and repair and may extend downtime of the service.

5.6.3 The Customer shall not use the bandwidth allocated to the VoIP service for any purpose other than for making and receiving VoIP calls. In the event that the bandwidth is used for other purposes, the quality and availability of the VoIP services may be materially reduced.

## 6. MAINTENANCE SERVICES

The following Conditions apply to the supply of Maintenance Services:

### 6.1 DURATION OF MAINTENANCE SERVICES

6.1.1 In consideration for payment of the Annual Support Charge, the Company will supply the Maintenance Services to the Customer in accordance with these Conditions.

6.1.2 Subject to earlier termination under Condition 15, the Contract for Maintenance Services shall enter into force on the Commencement Date and continue until expiry of the Minimum Term. Upon the expiry of each Minimum Term, the Contract shall renew automatically for a further Minimum Term.

6.1.3 The Customer may terminate the Contract by giving no more than ninety (90) days' and no less than sixty (60) days' notice in writing to the Company, such notice to become effective no earlier than the expiry of the Minimum Term failing which the Contract will renew automatically for a further Minimum Term.

### 6.2 PROVISION OF MAINTENANCE SERVICES

6.2.1 The Company will use reasonable endeavours to provide the Maintenance Services within the timescales set out in the Order Form. However the Company is not bound by such timescales.

6.2.2 The Company shall be entitled to use serviceable reconditioned items to replace any defective Equipment.

6.2.3 The Company shall provide all necessary and available spare parts which in its reasonable opinion are required to maintain the Equipment.

6.2.4 Maintenance Services shall not include the following (the "Excepted Services"):

- (a) repair of damaged Equipment resulting from accident, neglect, failure to follow any instructions for use, vandalism, fire, water damage, fluctuations in electrical power supply, telephone line conditions or use of unapproved devices and components;
- (b) repair of Equipment which has been maintained by other third parties;
- (c) transfer of the Equipment unless authorised by the Company;
- (d) the maintenance or repair of any extension wiring after expiry of the warranty period in condition 4.4.1, any Equipment not located at the Site, or any equipment other than the Equipment;
- (e) repair of defects in any software;



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- (f) supply of replacement cassettes, aerials, aerial systems and batteries;
- (g) reprogramming of the Equipment to provide improved or modified service or facilities;
- (h) correction of faults caused by telephone area code changes or changes in Carriers; or
- (i) maintenance or replacement of ancillary items including but not limited to answer phones, analogue or digital handsets, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, and any cables or consumables unless otherwise agreed in writing;

### 6.3 ADDITIONAL CHARGES

6.3.1 The Company may, at its sole discretion, provide the Excepted Services.

6.3.2 The Customer shall pay the Additional Charges to the Company for the following:

- (a) Excepted Services;
- (b) a request for the Maintenance Services is determined to be unnecessary or the Equipment is found not to be defective;
- (c) the fault is determined to be that of the Carrier or a third party provider.

6.3.3 Such Additional Charges shall:

- (a) include any charge for investigation and/or call outs;
- (b) be calculated in accordance with the Company charges prevailing at the time; and
- (c) be payable by the Customer within ten (10) days of the date of the relevant invoice.

### 6.4 DISCONTINUED SERVICES

6.4.1 The Company shall have the right to discontinue the Maintenance Services without liability to the Customer if the relevant Equipment ceases to be available. The Company will notify the Customer as soon as reasonably practical of such circumstances and shall either terminate the Contract or replace or upgrade the affected Equipment at the Customer's expense.

6.5 The Customer shall:

- 6.5.1 take all reasonable care when using the Equipment;
- 6.5.2 comply fully with all User Instructions;
- 6.5.3 carry out minor maintenance adjustments recommended by the Company;
- 6.5.4 not alter call routing apparatus or extension wiring except for connection of other apparatus to the Equipment, in which case connection may be performed by another person at the Customer's expense if the Company:
  - (a) provides written authorisation, or
  - (b) fails to carry out the connection itself within twenty-eight days after receiving a written request from the Customer to connect the relevant apparatus;
- 6.5.5 not alter programming or physical structure of the Equipment;
- 6.5.6 ensure that an uninterruptible power supply is installed at the Site providing not less than sixty (60) minutes of standby power at the Site for the Equipment.
- 6.5.7 be liable for all costs or charges incurred as a result of failure to meet the requirements set out in this condition 6.5.

6.6 If the Equipment is not immediately prior to the Commencement Date either already maintained by the Company or within the scope of an express warranty given by a relevant supplier, the Company may at its discretion inspect the Equipment and undertake such repair work as may be necessary to put the Equipment in good working order. The Customer shall pay for such inspection and repair at the Company's then current charge rates applying at that time, and such payment shall be in addition to the Annual Support Charge.

### 6.7 CHANGE OF LOCATION

6.7.1 The Customer will not at any time move any of the Equipment within the Site, nor remove the Equipment from the Site without the prior written consent of the Company, such consent not to be unreasonably withheld. If the Company consents to such relocation, the Company will provide a relocation and installation service, the cost

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of which shall be paid by the Customer in accordance with the Company's then current Tariff, and such payment shall be in addition to the Annual Support Charge.

### 7. IT SUPPORT SERVICES

The following Conditions apply to the supply of IT Support Services:

#### 7.1 SUPPLY OF IT SUPPORT SERVICES

**7.1.1** In consideration for payment of the Charges, the Company will supply the IT Support Services to the Customer in accordance with these Conditions.

**7.1.2** The Company will use reasonable endeavours to provide the IT Support Services within the timescales set out in the Order Form. However the Company is not bound by such timescales.

**7.1.3** The Company may use any method of support it considers appropriate to resolve any issue raised by the Customer.

**7.1.4** If the IT Support Services are to be provided remotely, the Customer must provide such information as is required to permit remote access by the Company.

#### 7.2 DURATION OF IT SUPPORT SERVICES

**7.2.1** Subject to earlier termination under Condition 15, the IT Support Services shall start on the Commencement Date and continue until expiry of the Minimum Term. Upon the expiry of each Minimum Term, the IT Support Services shall renew automatically for a further Minimum Term.

**7.2.2** The Customer may terminate the IT Support Services by giving no more than ninety (90) days' and no less than sixty (60) days' notice in writing to the Company, such notice to become effective no earlier than the expiry of the Minimum Term failing which the IT Support Services will renew automatically for a further Minimum Term.

#### 7.3 LICENCES AND CONSENTS

**7.3.1** The Company shall not install any software or applications unless the Customer provides the correct media, backup and/or licence on request.

**7.3.2** The Customer shall obtain all such licences and consents as may be necessary for the Customer to use any IT systems which the Customer operates and for the IT Support Services to be provided in respect of those IT systems. The Company shall not be responsible for any unlicensed software which is operated by the Customer.

#### 7.4 TRAINING AND GUIDANCE

**7.4.1** The Company will not provide any training and/or guidance in the event that the Company is unfamiliar with any of the hardware and/or software used by the Customer.

#### 7.5 ACKNOWLEDGEMENT

**7.5.1** The Customer acknowledges that if any IT system is working correctly when the IT system is checked by the Company this does not mean that the IT system will continue to operate correctly thereafter.

### 8. CREDIT REFERENCES SEARCHES

**8.1** The Company shall be entitled to carry out searches with credit reference agencies relating to the creditworthiness of the Customer. The Customer shall, upon the Company's request, promptly supply all information requested for such credit searches.

### 9. PRICE AND CHARGES

The following Conditions apply to the supply of the Equipment and the Services:

#### 9.1 EQUIPMENT

**9.1.1** The Price is as stated on the Order Form. Any invoices issued by the Company in respect of the Price shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

**9.1.2** Unless otherwise specified the Price is based on the assumption that the Delivery of the Equipment and (where applicable) Installation Services will be completed in one visit to the Site and accordingly the Company may at its discretion at any time increase the Price to take account of any additional costs to the Company

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including but not limited to storage and delivery costs by reason of Delivery and/or the Installation Services requiring more than one visit to the Site.

### 9.2 FIXED NETWORK SERVICES

9.2.1 The Charges will be as detailed on the Order Form. The Customer acknowledges that the Charges may be altered as a result of any survey carried out by the Company under condition 5.2.1.1.

9.2.2 The Company shall have the right to alter the Charges from time to time by publishing changes to the Tariff at [www.combitel.co.uk](http://www.combitel.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time):

(a) at least thirty days prior to the change taking effect in the event of changes which may be of material detriment to the Customer; and

(b) in any other circumstances as soon as is reasonably practicable prior to the change taking effect. If the Customer wishes to object to any proposed change which is of material detriment to the Customer, then the Customer must notify the Company in writing addressed to Combitel Ltd 37 Rhos Road, Rhos-on-Sea, Colwyn Bay, Conwy LL28 4RS within thirty days of publication of the proposed change. Otherwise the Customer will be deemed to have accepted the proposed change.

9.2.3 Usage charges payable shall be calculated by reference to data recorded or logged by the Company and not by reference to any data recorded or logged by the Customer. Any invoices issued by the Company in respect of the Charges for Fixed Network Services shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

9.2.4 Line rental is payable from the Connection Date.

9.2.5 If the Customer has agreed to a Monthly Minimum Call Spend and at the end of any month, the Customer has not incurred the Monthly Minimum Call Spend, or if the Customer terminates the Contract in any way other than pursuant to condition 15, the Customer will be liable to pay to the Company, the difference between the Charges incurred during that month for actual calls made and the Monthly Minimum Call Spend.

9.2.6 The Company reserves the right to apply a monthly minimum threshold on call spend of at least £10 for each Customer account or such other sum as notified to the Customer by the Company in writing from time to time. This charge shall only apply to the telephone services element of Fixed Network Services.

9.2.7 Except as stated on the Order Form, for the purpose of calculating call charges, all call charges will be rounded up to the next whole pence. The Company may pass on any minimum call charges, fixed fees and rounding incurred by purchaser call classes.

9.2.8 The Company shall be entitled to increase the Charges for the Fixed Network Services annually in the April immediately following the Commencement Date or in the April immediately following any anniversary of the Commencement Date by the corresponding increase, if any, in the Rate of RPI during that period.

### 9.3 MAINTENANCE SERVICES

9.3.1 Any invoices issued by the Company in respect of the Charges for Maintenance Services shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

9.3.2 The Company shall have the right to alter the Annual Support Charge from time to time by giving the Customer not less than fourteen days' notice.

9.3.3 Notwithstanding condition 9.3.2, the Company shall be entitled to increase the Annual Support Charge annually in the April immediately following the Commencement Date or in the April immediately following any anniversary of the Commencement Date by the corresponding increase (if any) in the Rate of RPI during that period.

### 9.4 IT SUPPORT SERVICES

9.4.1 The Charges for IT Support Services will be as detailed on the Order Form.

9.4.2 The Company shall have the right to alter the Charges for IT Support Services from time to time by publishing changes to the Tariff at [www.combitel.co.uk](http://www.combitel.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time):

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- (a) at least thirty days prior to the change taking effect in the event of changes which may be of material detriment to the Customer; and
- (b) in any other circumstances as soon as is reasonably practicable prior to the change taking effect. If the Customer wishes to object to any proposed change which is of material detriment to the Customer, then the Customer must notify the Company in writing addressed to Combitel Ltd, 37 Rhos Road, Rhos-on-Sea, Colwyn Bay, Conwy LL28 4RS within thirty days of publication of the proposed change. Otherwise the Customer will be deemed to have accepted the proposed change.

### 9.5 VALUE ADDED TAX

All sums referred to under these Conditions, the Order Form and any Service Specific Conditions are unless otherwise stated exclusive of Value Added Tax (VAT).

### 9.6 TEMPORARY SERVICES

If the Customer orders a temporary Service, the Company may charge the Customer for any supplementary charges incurred, plus the line rental (if any) in advance for the whole period of the temporary Service. Other Charges as detailed in the Contract still apply as appropriate.

## 10. INVOICING AND PAYMENT

The following conditions apply to the supply of the Equipment and the Services.

### 10.1 EQUIPMENT

10.1.1 Unless otherwise stated on the Order Form, a deposit equal to at least 60% of the Price is payable by the Customer at the time of the placing of the relevant order and the balance of the Price is payable immediately upon completion of the Installation.

### 10.2 FIXED NETWORK SERVICES

10.2.1 Subject to condition 10.2.2, the Customer shall be invoiced monthly in arrears by the Company and shall pay the Charges by direct debit within fourteen (14) days of the date of the invoice unless otherwise expressly agreed with the Company and set out on the Order Form.

10.2.2 Line rental is payable monthly in advance.

10.2.3 If the Customer is a Small Business Customer, it shall be liable to pay Delayed Charges provided they are invoiced no later than:

(a) the end of the fourth calendar month after the month in which the Delayed Charges were incurred by the Customer if the Customer is invoiced monthly; or (b) the date when the next applicable invoice should be issued in accordance with the Contract if the Customer is invoiced less frequently.

10.2.4 Unless the Customer is a Small Business Customer in which case condition 10.2.3 shall apply, any omission or delay by the Company in invoicing the Charges for Fixed Network Services shall not prohibit the Company from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay the same.

### 10.3 MAINTENANCE SERVICES

10.3.1 Unless otherwise stated on the Order Form, the Customer will pay the Annual Support Charge to the Company by direct debit (to such account as the Company may designate for that purpose) in advance of the relevant period as set out on the Order Form.

10.3.2 The Customer will pay the Annual Support Charge to the Company in advance of the Commencement Date and thereafter annually on or before each anniversary of the Commencement Date.

### 10.4 IT SUPPORT SERVICES

10.4.1 The Customer shall be invoiced monthly in arrears by the Company and the Customer shall pay the Charges by direct debit within fourteen (14) days of the date of the invoice unless otherwise expressly agreed with the Company and set out on the Order Form.

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- 10.4.2** Any omission or delay by the Company in invoicing the Charges for IT Support Services shall not prohibit the Company from raising an invoice at a later date in respect of the same nor shall it relieve the Customer of liability to pay the same.
- 10.5** If payment of any sum payable to the Company is not made on or before the due date, the Company shall be entitled to charge interest thereafter on such sum at either the rate of four per cent per annum above the current base rate of The Royal Bank of Scotland plc from time to time or, if higher, such rate as the Company would be entitled to claim under the Late Payment of Commercial Debts (Interest) Act 1998 (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the due date until the date of payment whether before or after judgment. A late payment fee may also be incurred.
- 10.6** If the Company is unable, for whatever reason, to recover any sum due under the Customer's account within four days following the due date for payment, the Company reserves the right to forthwith suspend all or any of the Services. In circumstances where the Company suspends the Fixed Network Service, the Customer shall also be liable to pay an additional fee in connection with such suspension.
- 10.7** If the Customer's account remains unpaid in whole or in part the Company may require a security deposit of three times the average monthly invoice or advance payment in full for the next twelve months before the Company will reinstate the Services.
- 10.8** If the Customer's account remains unpaid in whole or in part for a period of thirty days after the original due date for payment, the Services may then be terminated by the Company.
- 10.9** Without prejudice to the Company's other remedies, if the Customer's account remains outstanding for any reason after the original due date for payment, then:
- 10.9.1** The Customer will be charged an administration fee for each item of correspondence in connection with the recovery of the overdue amount.
- 10.9.2** The Company reserves the right to refer the outstanding account to a debt collection agency. If the Company instructs a debt collection agency to collect payment (including interest and late payment charges) on its behalf the Customer shall in addition to payment of the outstanding debt due to the Company, pay the debt collection agency's costs.
- 10.10** The Customer will ensure that the name of the account holder is the same as the name on the payment details provided.
- 10.11** If the Customer cancels an active direct debit instruction at any time after the Effective Date, an additional administration fee of £4.95 or such other amount as may be notified by the Company to the Customer from time to time will be added to the monthly invoice until the direct debit instruction is reinstated. The Company also reserves the right to charge the Customer a direct debit cancellation fee at the Company's then applicable rate.
- 10.12** If any sum owed by the Customer to the Company under the Contract or any other contract with the Company is not paid by the due date, the Company may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with the Company.
- 10.13** Payment of all sums due to the Company shall be made without any right of set-off whatsoever.
- 10.14** If the Customer intends to dispute any charge on an invoice, the Customer must do so in writing to the Company within fourteen days of the date of the invoice and provide the Company with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:
- 10.14.1** Less than five per cent of the total charges listed on the invoice, the Customer shall immediately pay to the Company the full amount of the invoice; or
- 10.14.2** More than five per cent of the total charges listed on the invoice, the Customer shall immediately pay to the Company the remaining amount of the invoice that is not in dispute.

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### 11. SITES

**11.1** The Customer shall permit, or procure permission for, the Company and its authorised representatives to have free and safe access to the Site and Equipment in order to inspect, install, repair, maintain, replace or remove Equipment and in order to provide the Services.

### 12. LIMITATION OF LIABILITY

**12.1** Unless otherwise stated in this Contract, the Company makes no warranty in relation to the Equipment and/or Services and all terms, conditions and warranties which may otherwise be implied into this Contract by law are, to the fullest extent permitted by law, hereby excluded.

**12.2** Subject to condition 12.5, in no circumstances shall the Company's liability to the Customer arising under this Contract exceed 110% of the aggregate value of all Prices, Charges and Additional Charges due from the Customer in the 12 month period commencing on the Commencement Date or any subsequent anniversary of the Commencement Date which immediately precedes the 12 month period during which any claim or claims are made. Such limitation is in respect of all claims made during that subsequent 12 month period.

**12.3** Subject to condition 12.5, under no circumstances shall the Company be liable to the Customer under or in connection with the Contract for any loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of profits or any indirect or consequential losses including loss or corruption of data.

**12.4** The Company shall not be liable to the Customer for any breach of any of these Conditions caused by any reason outside its reasonable control including, without limitation, the failure of any Carrier to provide network capacity and/or connectivity to the Company, weather conditions, accidental damage, vandalism, failure or shortage of power supplies, flood, lightning or fire, strike, lock-out, or any act or omission of any government or regulatory authority.

**12.5** Nothing in these Conditions excludes or restricts either party's liability for:

**12.5.1** death or personal injury resulting from that party's negligence; and/or

**12.5.2** any fraud, fraudulent misrepresentation or fraudulent misstatement.

### 13. CUSTOMER'S INDEMNITY

**13.1** Without prejudice to any other rights of the Company, the Customer shall indemnify the Company in full and on demand against all costs, liabilities, claims, damages or expenses which it may suffer or incur, and arising from any:

- (a) breach by the Customer of any of the Conditions;
- (b) injury suffered by the Company's employees whilst on the Site;
- (c) damage to any of the Company Equipment whilst on Site; and/or
- (d) infringement by the Customer of any third party Intellectual Property Rights.

### 14. SUSPENSION OF SERVICES

**14.1** Without prejudice to any other right of the Company to suspend or terminate the Services under these Conditions, the Company may, by providing written notice to the Customer, at its sole discretion suspend the Services immediately and without liability to the Customer if:

- (a) the Customer is in breach of a material term of these Conditions including but not limited to the Customer's failure to pay the Price and/or the Charges (or any of them) to the Company on the due date;
- (b) the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative or regulatory authority;
- (c) the Company has reasonable grounds to believe that the Services are being used fraudulently, unlawfully or by an unauthorised third party;
- (d) any licence, wayleave or other consent required for the purposes of providing the Services is withdrawn, revoked, amended or otherwise ceases to be valid or have effect;

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(e) any maintenance or repair is necessary or required to any relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, the Company shall not be required to give any advance notice); or

(f) the Customer is in material breach of any other contract to which these Conditions apply.

14.2 The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the Company in the implementation of a suspension pursuant to condition 14.1(a) and the recommencement of the provision of the Services as appropriate.

### 15. TERMINATION AND CONSEQUENCES

15.1 Subject to conditions 15.3, 15.4 and 15.5 below and without prejudice to any specific termination rights set out elsewhere in these Conditions, the Customer shall not be entitled (once an order has been accepted by the Company) to change or cancel an order.

15.2 Subject to condition 15.6, in the event of termination of the Contract by the Customer other than under conditions 15.4 and 15.5, at any time before expiry of the Minimum Term or if the Contract has continued beyond the Minimum Term before expiry of the relevant notice period, the Customer shall indemnify the Company in full against all losses incurred by the Company including payment of:

15.2.1 any outstanding line rental charges,

15.2.2 35% of the estimated monthly usage spend (based on the last three months billing) per month remaining,

15.2.3 Annual Support Charges,

15.2.4 contracted call bundles,

15.2.5 subscriptions that would otherwise have been paid by the Customer had the Contract continued for the Minimum Term and/or the relevant notice period,

15.2.6 minimum administration charges of £250 in respect of the termination of the supply of any or all of the Equipment which is the subject of a Contract, and

15.2.7 expenses incurred by the Company as a result of such changes or cancellation.

15.3 Without prejudice to any other rights of the Company under these Conditions or otherwise, the Company shall be entitled at any time and for any reason whatsoever to terminate this Contract by giving not less than thirty days' written notice to the Customer, without further liability to the Customer. For the avoidance of doubt, in the event that the Company terminates a Contract under this condition 15.3, the Customer's liability to pay the Charges for Services shall end on the date of termination of the relevant Contract and the Customer shall not be liable to pay for the Charges applicable for the remainder of any Minimum Term applicable in respect of that Contract.

15.4 A Contract may be terminated forthwith by either party by giving notice in writing to the other party if the other party is in material breach of any of the Conditions (including without limitation non-payment of Charges) and in the case of breaches which are capable of remedy such party fails to remedy such breach within fourteen days of receipt of written notice from the other party specifying the breach and requesting that the breach is remedied. The Company shall also be permitted to terminate this Contract forthwith on notice to the Customer in the event that the Customer is in material breach of any other contract to which these Conditions apply and which breach, if capable of remedy, has not been remedied within fourteen days of written notice by the Company specifying the breach and requesting that the breach is remedied.

15.5 Notwithstanding anything to the contrary expressed or implied in these Conditions, either party may, without prejudice to its own rights, terminate all Contracts forthwith in the event that a liquidator, trustee in bankruptcy, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order.

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**15.6** If the Customer is a Small Business Customer, the Customer may cancel the provision of Fixed Network Services at any time prior to the commencement of the provision of those Fixed Network Services, without any form of charge or compensation being required to be paid to the Company.

**15.7** The Company shall be entitled to terminate the Contract forthwith in circumstances where it also has a right to suspend the provision of the Services pursuant to condition 14.

**15.8** The termination or expiry of the Contract shall be without prejudice to any rights or liabilities which have accrued prior to such expiry or termination. Any provision of this Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the Contract.

**15.9** For the avoidance of doubt, in the event of termination of the Contract for any reason other than by the Customer under conditions 15.4 and 15.5, the Customer shall not be entitled to a refund of any pre-paid sums (including, without limit, subscription, rental and/or maintenance charges) whether such sums are attributable to the period before, including or after the date the Contract terminates.

### 16. CALL MONITORING

**16.1** The Company may monitor and record calls made by the Company to the Customer or by the Customer to the Company (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this condition.

### 17. CONFIDENTIALITY AND DATA PROTECTION

**17.1** Each party shall not disclose to third parties nor use for any purpose other than for the purposes of the Contract any Confidential Information received from the other Party in whatever form under or in connection with the Contract without the prior written permission of the Disclosing Party except Confidential Information:

**17.1.1** to the extent which is or which becomes generally available to the public other than through a breach of the Contract; or

**17.1.2** which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure and which had not previously been obtained from the Disclosing Party or another person known by the Receiving Party under an obligation of confidentiality to the Disclosing Party; or

**17.1.3** which was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations contained in these Conditions; or

**17.1.4** which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidentiality in relation to it; or

**17.1.5** which the Receiving Party can show by its written or other records was independently developed by employees of the Receiving Party having no access to the Confidential Information.

**17.2** The Customer and the Company will not, without the consent of the other, disclose such information to any person other than:

**17.2.1** its employees, contractors or professional advisers who require access to the Confidential Information in order for the Customer or the Company to fulfil its obligations under the Contract; or

**17.2.2** in the case of the Customer, its users to the extent that they are required to use or access the Service.

**17.3** If the Customer receives a request for information under the Freedom of Information Act 2000 or any equipment legislation in any other jurisdiction which includes any information provided to the Customer by the Company in connection with the Contract, the Customer will notify the Company immediately of the request and provide the Company at least ten (10) Business Days to make representations before releasing the requested information save to the extent otherwise required by law.

**17.4** Subject to condition 17.1, following termination of the Contract for whatever reason, the Receiving Party shall without delay:



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**17.4.1** return to the Disclosing Party, in a form capable of delivery, any materials containing or recording any Confidential Information, whether in the form of documents, computer records, audio tapes, video tapes, CD Roms or any other media; and

**17.4.2** certify in writing that any such Confidential Information not returned has been destroyed or made permanently unusable.

**17.5** The Company shall not be required to return Confidential Information pursuant to condition 17.4 where continuing use or disclosure of such Confidential Information is necessary in order for the Company or any member of the Company's Group to exercise its rights or perform Services under the Contract or where the Company is required to maintain such Confidential Information pursuant to any Relevant Laws.

**17.6** The Customer acknowledges and agrees that the Company may use Personal Data and/or Confidential Information obtained from the Customer, for the following purposes:

**17.6.1** administering the Customer's account, arranging finance for the Equipment, liaising with any Carriers, invoicing and sharing the data with members of the Company's Group; and

**17.6.2** notifying the Customer of changes to the Service, and enhancements to or offers in relation to the Service.

**17.7** The Company will not disclose Personal Data about the Customer to any third parties. The Company may, unless the Customer requests the Company not to do so on the Order Form, process such Personal Data for the purposes of sending information to the Customer from time to time about any products or services which may be of interest to the Customer.

**17.8** If the Customer wishes to receive details of the credit reference agencies or the fraud prevention agencies the Company uses to obtain information about the Customer, or to submit a data subject access request, it may do so by submitting a written request to the Company's Data Protection Officer at Combitel Ltd, 37 Rhos Road, Rhos-on-Sea, Colwyn Bay, Conwy LL28 4RS, stating the Customer's full name, address, account number and phone number. The Company may charge a reasonable administration fee for providing such information.

## 18. CHANGES TO THE CONDITIONS

**18.1** The Company may change the Conditions and/or Service Specific Conditions at any time in accordance with condition 18.2.

**18.2** The Company will publish any changes to the Conditions and/or Service Specific Conditions online at [www.combitel.co.uk](http://www.combitel.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time):

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

**18.2.2** for all other changes as soon as is reasonably practicable prior to the changes taking effect.

**18.3** If the Customer wishes to object to any proposed change which is of material detriment to the Customer, the Customer must notify the Company in writing (addressed to Customer Services, Combitel Ltd, 37 Rhos Road, Rhos-on-Sea, Colwyn Bay, Conwy LL28 4RS) within thirty (30) days of publication of the change, otherwise the Customer will be deemed to have accepted the proposed change.

**18.4** The Company may, if requested by the Customer, provide additional services to be included within the Services under such additional terms and conditions as may be notified by the Company from time to time. Where new services are added to an account, all existing services will be brought under the new services contract unless the Customer specifies otherwise in writing. If no new agreement is signed when services are added, all Services will be deemed to have entered a standard Contract with the Minimum Term of sixty (60) months.

**18.5** No variation of the terms of the Contract will be accepted by the Company unless authorised in writing by a Director of the Company.

## 19. FRAUD AND SECURITY

**19.1** The Company shall not be liable for any costs, losses, expenses or other liabilities sustained by the Customer as a result of any fraudulent or unauthorised use of the Services.

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

**19.3** The Customer shall, at all times, be responsible for:-

**19.3.1** ensuring that all systems, Services, network elements and Equipment are not vulnerable to fraud;

**19.3.2** preventing any fraudulent or unauthorised use of the Equipment and/or Services; and

**19.3.3** maintaining the security of all systems, Services, network elements and Equipment.

## 20. GENERAL

**20.1** Failure by either party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right in relation to any other contract.

**20.2** The Contract shall be governed by English law and in the event of any dispute, the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

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

**20.4** Any and all notices or other information required to be given by one party to the other shall be deemed sufficiently given when forwarded by prepaid registered mail or hand delivered to the other party at the address set out in the Order Form or by e-mail.

**20.5** Such notices shall be deemed to have been received two (2) Business Days after mailing if forwarded by e-mail, and the following Business Day if hand delivered.

**20.6** The Customer shall provide the Company with a designated e-mail address to which the Company may send e-mail notifications to the Customer for the purposes of this Contract. It shall be the responsibility of the Customer to ensure that the designated e-mail address is correct at all times. The Customer must notify the Company in writing of any change to the designated e-mail address.

**20.7** The Company may inform the Customer of variations to the Conditions by sending an e-mail notification to the designated e-mail address. Such e-mail notification shall be deemed to have been received two (2) Business Days after mailing.

**20.8** The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

**20.9** Unless otherwise provided, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**20.10** If any provision or any part of a provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

**20.11** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.

**20.12** The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter. Neither party has entered into the Contract in reliance upon nor shall either party have any remedy in respect of, any representation or statement, other than fraudulent or negligent representations, whether made by the other party or any other person, which is not expressly set out in the Contract.