

---

## **CALL PLAN CONTRACT TERMS AND CONDITIONS**

The Customer's attention is particularly drawn to the provisions of Clause 9.

### **1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Act:** Telecommunications Act 1984 as amended from time to time.

**ADSL:** Asymmetric DSL (see DSL).

**Call Bundle:** Inclusive Minute Bundles can be used to make calls in the UK to standard UK landlines (starting 01, 02 or 03 numbers only) and 07 numbers allocated to UK mobile network operators that provide mobile tariffs with substantial national coverage.

Unless clearly stated, Call Bundles cannot be used to make calls made in the UK to non-geographic numbers and free phone numbers (starting 08, &, 05), non-standard or "special" 07 numbers (all those 07 numbers that are not specifically included in your Minutes bundle, i.e. are not used to provide mobile services, including 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man), 076 numbers and 070 numbers; or any number ranges which we reasonably believe are being used for call forwarding services, onward calling services or numbers that pay a revenue share. Examples of such number ranges include 07744 or 07755, 078225, 079879, 078730, 078931, 079118, 079112, 078930, 078921, 077000, 079245, 079246, but are subject to change; (a) premium rate and directory enquiries numbers where special charges apply; (b) video calls; or (c) any calls made from abroad (including Jersey, Guernsey, and the Isle of Man) or to an international destination from within the UK.

**Business Day:** a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

**Call Plan Agreement:** The Call Plan Agreement to which the contract states.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with Clause 6.  
**Commencement Date:** has the meaning set out in Clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 12.8.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier including that person's employees, agents, consultants, or sub-contractors.

**DDI:** Direct Dial in (a private number to dial into, usually to avoid the switchboard).

**DSL:** Digital Subscriber Line known as Broadband.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**ISDN:** Integrated Subscriber Digital Network and where any numbers following (ISDN2 and ISDN30) refer to the channels available.

---

**ISP:** Internet Service Provider.

**LCR:** Least Cost Routing.

**Like for Like Transfer:** an automatic transfer of the existing services that exist on a telephone line, when changing line provider.

**LLU:** Local Loop Unbundling. This is a process where BT permits its local network (the copper wires between customer premises and local BT exchange) to be disconnected and re-connected to the LLU operator, with DSL technology to provide “always on” high-speed access to the internet. LLU always requires a short period of dis-connectivity, so it is not a seamless transfer.

**MPLS:** Multi-Protocol Label Switching which is a technology platform, and acts as a layer to a network protocol by adding its own label to each packet of data, enabling greater priority to mission critical data. (Example – using IP to transmit data, voice traffic is given greater priority than email).

**Network:** any telecommunications system and associated equipment, hardware, and software, utilised to provide telecommunications data and voice services.

**NGN:** Non-Geographic Number, which shall also include any Virtual STD Number which has been mapped to an IP configuration which is not geographically identified, which the Supplier licences or loans to the Customer, or port on the Customer’s behalf from another Network to a Network of the Supplier’s choice or from the Supplier’s chosen Network, to another Network of the Customer’s choice.

**Normal Care Levels:** the care levels selected by the Customer and set out in the Specification.

**Order:** the Customer's order or contract.

**Our Chosen Carrier:** the telecommunications carrier, the Supplier has pre-selected responsible for switching the Suppliers/the Customers outbound calls (landline and where applicable the Customers airtime) to the chosen destination; and/or for switching the Suppliers/the Customers inbound calls (landline and where the applicable the Customers airtime) where their switches hand the Suppliers/the Customers NGN traffic; and Our Chosen Carrier may also refer to our chosen ISP.

**Our CPS:** “Carrier Pre Selection”, being an outbound Service, where the Supplier chooses on the Customers behalf, to preselect a carrier, to provide switched fixed-line/land-line telecoms Services, which enable the Customers calls, and their delivery to be the Suppliers responsibility and for which the Supplier will bill you and for which the Customer has agreed to pay the Supplier, in accordance with our Charges and tariff structure and these Conditions.

**Our IDA:** as an alternative to Our CPS, by using alternative means of indirectly accessing Our Chosen Carrier, such PBX programming, which routes calls, to Our chosen Carrier.

**Private Branch Exchange:** (a conventional telephone system).

**Provision of Commencement Date:** the date after the Commencement Date on which the customer’s lines under the Contract go live.

**Rental:** (also known as **Line Rental**) a fixed monthly or quarterly or annual charge, levied in advance of the period for which service is provided, set out within the Standard, Bespoke, Bundled or Graded Tariff, or such other tariff or variation that has been agreed with the Customer for the utilisation of the physical connectivity between the exchange and the Line Box within the Customer premises. DSL services are not provided within Line Rental unless otherwise stated within the Order. We also may refer to SIP Rental utilising data connections in lieu of tradition analogue or ISDN services.

---

**SDSL:** Symmetric DSL (see DSL).

**Services:** the telecommunication services, supplied by the Supplier to the Customer as set out in the Specification including restoring normal service operation to the Customer's business as quickly as reasonably possible following report of a fault by the Customer to the Supplier.

**Set-Up Fee:** one-off charges that the Supplier may agree with the Customer to establish a particular service.

**Specification:** the description or specification of the Services provided in writing in Schedule A by the Supplier to the Customer.

**SIP Session Initiation Protocol:** (SIP) is an Internet Engineering Task Force (IETF) standard protocol for initiating an interactive user session that involves multimedia elements such as video, voice, chat, gaming, and virtual reality.

**STD Code:** a subscriber trunk dial code that can be identified by its geographical locality.

**Supplier:** ACS Business Supplies registered in England and Wales with company number 06584936.

**Toll Fraud:** is the unauthorised use of a company's phone system or telephone lines. It is usually an unknown person hacking into a phone system illegally enabling them to dial in and get transferred to any telephone number (usually overseas). This results in the customer receiving a potentially large phone bill. Also known as dial though PBX fraud.

**Virtual STD Number:** a number that appears to be an STD Code, but which is mapped to an IP configuration which is not geographically identified and which we categorise within these Conditions as an NGN.

**WLR:** Wholesale Line Rental.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) a reference to a party includes its personal representatives, successors or permitted assigns.
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) any phrase introduced by the terms including, include, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes.

## **2. BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the customer signs the Agreement at which point the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter, or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

---

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid until the end of the month in which it is issued.

### **3. SUPPLY OF SERVICES**

3.1 The Supplier shall supply the Services to the Customer in accordance with the Normal Care Levels and the Specification in all material respects for the Initial Minimum Period commencing on the Commencement Date and thereafter from year to year unless otherwise terminated in accordance with the Contract.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 In the event the Supplier allocates any telephone numbers to the Customer for the purposes of the Contract the Customer acknowledges and agrees that it shall not acquire any legal or equitable right to such telephone numbers and that all Intellectual Property Rights in those telephone numbers shall remain vested in the Supplier. The Supplier shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the Customer reasonable prior written notice.

### **4. SERVICE EXCLUSIONS**

4.1 The Contract expressly excludes:

- (a) Any obligation for the Supplier to connect or keep connected any of the Customer's telecommunications apparatus that does not, in the Supplier's reasonable opinion conform with the Act or is liable to cause death or personal injury, damage to property or impair the quality of any services provided by the Supplier or put the Supplier in breach of its obligations to any third party.
- (b) Services not specified in the contract.

4.2 Any work required to be undertaken outside the Normal Care Levels is excluded from the Contract and shall only be undertaken at the Suppliers sole discretion and subject to the Customer paying the Supplier's additional Charges.

4.3 Under no circumstances shall the Supplier undertake any work that may result in the infringement of any software licences or another person's Intellectual Property Rights.

### **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate.
- (b) co-operate with the Supplier in all matters relating to the Services.
- (c) if appropriate, authorise the Supplier, its employees, agents, consultants, and subcontractors to access equipment and/or re-program the Customer's equipment in order to provide the Services at no cost to the Supplier unless previously agreed in writing.
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services and ensure that such information is accurate in all material respects.
- (e) indemnify the Supplier against all losses, fines, damages, claims, costs, and expenses whatsoever suffered or incurred by the Supplier as a result of or in connection with the Customer's use of the Services in breach of the Contract.
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

(g) ensure at all times that its telecommunications apparatus shall conform to the relevant standard or standards specified for the time being in the Act.

(h) not use the Services:

(i) as a means of communication for a purpose other than that for which the Services are provided.

(ii) for the transmission of any material which is defamatory, offensive, abusive, obscene, or threatening or which would constitute a criminal offence or infringe the rights of any third party (including but not limited to contractual rights or Intellectual Property Rights); or

(iii) for any purpose which may be prescribed by legislation.

(i) provide the Supplier, its employees, agents, consultants, and subcontractors with access to the Customer's premises as reasonably required by the Supplier.

(j) permit the Supplier to request and manage as a whole any transactions to connect the Customer to C.P.S. (carrier preselect) and shall permit the Supplier to sign any forms on behalf of the Customer which are required by the chosen carrier to use this service.

(k) observe and perform all statutory and other obligations including those under the Act relating to the provision of the Services; and

(l) pay the Charges.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation or if the Customer fails to pay any sum due to the Supplier by the Due Date (as defined at clause 6.5) (Customer Default):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations.

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5.3 The Customer shall not, without the prior written consent of the Supplier at any time from the date of this Contract to the expiry of twelve months after the termination of the Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or sub-contractor of the Supplier in the provision of the Services.

## **6. CHARGES AND PAYMENT**

6.1 The Charges for the Services shall be as specified in Schedule A save that:

(a) the Supplier may decrease any of its Charges at any time such decrease to be reflected in the Supplier's next invoice to the Customer.

(b) provided that the Supplier gives to the Customer 30 day's prior written notice at any time then the Supplier may increase its charges such increase to take effect upon expiry of the notice. Upon receipt of a price increase notice the Customer may, provided it gives written notice to the Supplier within 30 days of receiving that notice, terminate the Contract at the end of the price increase notice period.

6.2 The Supplier shall invoice the Customer for:

(a) installation costs in advance of the installation taking place.

(b) rent charges monthly in advance; and

(c) usage charges monthly in arrears calculated by reference to data recorded or logged by the Supplier and not by reference to any data recorded or logged by the Customer, the Supplier's data, in the absence of manifest error, being final and binding.

(d) any charges incurred for number portability and/or number(s) removed from the network, where the supplier incurs costs from the carrier.

6.3 The Customer shall pay each invoice submitted by the Supplier:

(a) by direct debit within 10 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated by the Supplier, and time for payment shall be of the essence of the Contract.

---

6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1988 accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

6.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

7.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

## **8. CONFIDENTIALITY**

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents, or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 8 shall survive termination of the Contract.

## **9. LIMITATION OF LIABILITY**

### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors.
- (b) fraud or fraudulent misrepresentation by the Supplier; or
- (c) breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to Clause 9.1:

(a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including any losses that may result from a deliberate breach of the Contract by the Supplier, its employees, agents, or subcontractors.

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed a sum equivalent to one month's billing by the Supplier for the Services based on the average billing for Services to the Customer over the 3 months prior to the claim or from the Commencement Date to the date of claim if the claim arises within 3 months of the Commencement Date; and

(c) the Supplier shall not be liable to the Customer in any event for losses, whether direct, indirect, or consequential, resulting from:

(i) any loss of data.

(ii) any breakdown of equipment or network cable infrastructure.

(iii) any damage to hardware, software and/or data caused by virus, spyware, or other similar malicious attack.

(iv) system faults caused by telephone area code changes.

(v) any changes in carrier services.

(vi) any legislative changes.

(vii) least cost routing programming.

(viii) any loss arising due to a failure by the relevant person to hold an appropriate software license.

(ix) a failure in the Services and the Customer's calls being diverted to another carrier (in which case the Supplier shall only be entitled to make usage charges for calls made by the Customer under the Contract); or

(x) The Customer allowing, knowingly or otherwise, the telephone system to be accessed by unauthorised users, including hackers, and/or voice or data calls to emanate from the Customer's telephone system that the Customer has not authorised (and for the avoidance of doubt the Customer shall remain liable to pay the Supplier its full charges relating to any such calls).

9.3 Except as set out in these Conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This Clause 9 shall survive termination of the Contract.

## **10. TERMINATION**

10.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing of the breach:

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

(e) the other party (being an individual) is the subject of a bankruptcy petition or order.

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party.
  - (j) any event occurs, or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 10.1(b) to Clause 10.1(i) (inclusive);
  - (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.2 Without limiting its other rights or remedies, the Supplier may at any time terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (b) any licence under which the Customer has the right to run its own telecommunication system and connect it to the Supplier's system is revoked, amended, or ceases to be valid.

10.3 Without limiting its other rights or remedies, each party shall follow the expiration of the Initial Minimum Period have the right to terminate the Contract by giving the other party 30 days prior written notice.

10.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer becomes subject to any of the events listed in Clause 10.1(b)) to Clause 10.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- (b) if the Customer fails to pay any amount due under this Contract on the due date for payment.
- (c) the Supplier is obliged to comply with an order, instruction, or request of the U.K. Government and/or emergency services organisation and/or other competent authority re the provision of telecommunications services or the establishment of networks or any information provided across them; or
- (d) the Supplier needs to carry out any emergency works to the network or any equipment installed at the Customer's premises by the Supplier for the purposes of providing the Services.

## **11. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier of all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- (b) the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **12. GENERAL**

12.1 Force majeure:

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, apocalypse, or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.



---

#### 12.2 Assignment and subcontracting:

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

#### 12.3 Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier or email, at its registered office (if a company).

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.

(c) This Clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

#### 12.4 Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### 12.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

12.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier. The Supplier may on 30 days prior written notice vary the Conditions or any other provisions or technical specifications of the Services.

12.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

---

#### 12.10 Unauthorised Usage

(a) The Customer will be liable for all charges incurred for the use of the Services, irrespective of whether the Services have been used by the Customer, its employees, agents, or representatives and any Unauthorised Third Party or fraudulent use (by any means).

(b) The Customer will be responsible for preventing unauthorised use of the Services, maintaining the security of all systems (including setting so called easy passwords such as 1234, 0000,1111,2580,1379,9876 etc. which may be easily hacked. Network elements and equipment within its (or its employees', agents', or contractors') control; and maintaining (and ensuring that each of its authorised users maintains) the integrity and secrecy of all passwords, log-in details and access codes used for the purposes of accessing or using the Services or any systems, network elements or equipment. The Customer agrees that they will (or will procure that appropriately qualified third parties will) put in place and comply at all times with the following non exhaustive list of security measures; Keeping strong passwords, regularly updating them and following any other reasonable directions from the communications provider.

The Customer will notify the Supplier immediately of any illegal, fraudulent, or unauthorised use of the Services if they are made aware. On receipt of such a notice, the Supplier shall use reasonable efforts to suspend or prevent such use by the Unauthorised Third Party.

The Supplier will be entitled to suspend or terminate the provision of the Services. The Supplier will lift its suspension or recommence its provision of the Services within a reasonable timescale.