

## Terms of Business

### **We recommend customers read this document carefully**

These terms and conditions comprise a total of 29 pages and any other pages, addenda, schedules and/or other documents appertaining to this agreement AND which bear the Agreement/Contract number shown above.

Your signature in the field (right) confirms You have received all 29 pages comprising the entire agreement, whether all sections are 'active' or not.

All contracts are governed by clauses 1 to 18 **AND**, depending on the Service in question, by additional clauses shown in the sections specific to a Service ;

Section	Operating Clauses	Active ?
Network Services	Clauses 19 to 26	
Mobile Services	Clauses 27 to 38	
Subscription Equipment & Services	Clauses 39 to 44	
Maintenance & Support Services	Clauses 45 to 50	
Finance Arrangements	Clauses 51 to 62	
On Site Engineer	Clauses 63 to 68	

## Definitions

<b>Active Date</b>	means the date from which We expect You to be able to use the Service.
<b>Term</b>	means the length of time that You have agreed to purchase the Service from Us under the agreement.
<b>Agreement</b>	means in order of precedence, these terms and conditions, any schedules, lists or any other documents initialled by You and bearing the same agreement number as that stated above.
<b>Charges</b>	means the charges for the Service(s) as listed in the agreement. All charges are exclusive of the then current rate of VAT.
<b>Content</b>	means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by providers from time to time.
<b>Equipment</b>	means telephone and computer systems and their dependent internal/external devices, components, accessories & cables and any computer operating system and all other computer programs specified in the agreement.
<b>Force Majeure Event</b>	means lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or Central Government or other competent authorities or other events beyond a party's reasonable control
<b>Frequency</b>	means the frequency of maintenance and support payments as shown in the "Frequency" field in the agreement.
<b>Network Provider</b>	means the third party national and international telecommunication companies and suppliers for whom Access Networks Solutions Ltd. may act as re-sellers, and who provide the lines, systems and services used by You in conjunction with the Agreement.
<b>Payment Terms</b>	means the method(s) by and date(s) specified in the Agreement when You are required to make payment(s) for the Service(s) provided by Us.
<b>Access Networks Solutions Ltd. ,We, Our &amp; Us</b>	means Access Networks Solutions Ltd.
<b>Service</b>	means the products, Equipment and work We provide to You including services We arrange with Our suppliers for You to use.
<b>Support Level</b>	means Your chosen level of maintenance cover as shown in the "Support Level" field in the Agreement.
<b>Working Hours</b>	All service calls & appointments will be undertaken during normal working hours, which are between 08.30 and 17.00, Monday to Friday, excluding Public and Bank Holidays.
<b>You and Your</b>	means the company whose name appears in the "Company Name" field of the Agreement, and includes the person, whose name and signature appears in the "Customer Signature & Acceptance" section, who We reasonably believe is acting with Your authority and knowledge.

## General Terms

### 1. General Terms & Service Start Dates

- 1.1 The Agreement comes into force when We accept Your application for Service. The Agreement Term begins when ;
  - 1.1.1 We make the Service available for Your use or
  - 1.1.2 when the Network Provider (if relevant) makes the requested Service(s) available for Your use which in the case of multiple services on the same Agreement will be the date that the last of the Services are made available for Your use.
- 1.2 Unless otherwise stated the Term will run for a minimum period of 12 months.
- 1.3 Service begins on the Active Date, (or the Start Date in the case of Maintenance and Support Services).
- 1.4 Delivery or installation dates given for the Services are only estimates and whilst We will use reasonable endeavours to meet such dates, We shall have no liability in respect of any delay, howsoever caused.
- 1.5 We will sell and You will purchase the Services detailed in the Agreement.
- 1.6 No addition to or variation of these terms and conditions shall be valid or effective unless otherwise agreed in writing by one of our Directors.
- 1.7 Any subsequent order placed with Us shall be subject to these terms and conditions unless otherwise agreed in writing by one of our Directors.
- 1.8 We will use all reasonable endeavours to ensure that the Service is provided using reasonable care and skill.
- 1.9 Should We undertake Services commissioned by an agent or supplier acting on Your behalf these terms and conditions shall be binding on You and Your agent. We accept no liability or responsibility for damage, compensation or negligence resulting from the performance of the agent or supplier.

### 2. Price, Payment and Ownership

- 2.1 Unless otherwise agreed in writing by Us, payment for the purchase and installation of all Services will be payable as follows ;
  - 2.1.1 one third of the total cost on the date of ordering
  - 2.1.2 one third of the total cost on the date of installation/commissioning
  - 2.1.3 one third of the total cost on the date that the Service(s) is/are completed and ready for use by You
- 2.2 Payment for recurring charges, such as line/circuit rental and maintenance, unless otherwise stated in the Agreement will ;
  - 2.2.1 be made by You in advance
  - 2.2.2 be for a period starting from the date that each Service is made available for You to use
  - 2.2.3 be made by means of Direct Debit from your nominated bank account
  - 2.2.4 be made at intervals in accordance with the Frequency as stated in the schedule(s).
- 2.3 We have the right to levy charges in addition to those stated in the Agreement in the event that:
  - 2.3.1 You fail to provide adequate information to allow Us to prepare and arrange delivery or installation of the Service
  - 2.3.2 You and/or Your contractors fail to install necessary equipment or services or fail to complete remedial or preparatory works such as may be required to permit Us to;
    - 2.3.2.1 start work on the scheduled installation date or
    - 2.3.2.2 complete the required work within the estimated duration of works.
  - 2.3.3 subsequent to the acceptance of the original order by Us You modify the quantity, design, quality, specification or other installation detail.
  - 2.3.4 You move, alter, amend or use the installed Equipment in a manner which is beyond the manufacturers recommendations or design specifications.
- 2.4 Should You fail to make any payment required in respect of any Service, We will have the right to deem such non payment to be repudiation of the Agreement and
  - 2.4.1 may elect to suspend the provision of Services to You until such time as the outstanding invoice(s) is/are discharged and/or
  - 2.4.2 terminate the Agreement and recover from You damages for any loss suffered by Us
- 2.5 We reserve the right to charge You interest at the rate of 5% over the then current Bank of England base lending rate, on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis and monies received may be applied by Us against such interest prior to application against the underlying invoice amount due from You.
- 2.6 Ownership and title of Equipment purchased by You without the use of a lease or other finance arrangement shall only transfer to You when all outstanding sums (including interest) have been paid to Us.

- 2.7 If You acquire Equipment by means of a lease or similar finance arrangement that We organise for You, at the expiry of the lease or finance period, assuming that all required periodic payments have been made and subject always to the terms and conditions of the finance arrangements, we will discuss with you the options for future use and/or ownership of the Equipment. We will discuss these options with You at or shortly before the end of the Agreement.

### 3. Automatic Renewal

At the expiry of the Term or any subsequent renewal thereof, the Agreement insofar as it relates to a Service which is subject to continuing periodic Charges or rental will, unless terminated by You ;

- 3.1 automatically renew for a further 12 month period  
3.2 be subject to an increase in the Charges equivalent to the then current Retail Price Index (RPI)

### 4. Cancellation by You

- 4.1 You may cancel the entire Agreement;  
4.1.1 within 5 working days of the date that You signed it,  
4.1.2 if We unreasonably change the terms and conditions of the Agreement to Your detriment or disadvantage.  
4.2 Cancellation will only become effective once We have confirmed receipt of Your notice to cancel. Confirmation will usually occur within 7 working days following receipt of Your notice.  
4.3 We reserve the right to charge You for any costs, Charges or non-refundable deposits incurred by Us up to the date of cancellation.

### 5. Termination

- 5.1 This Agreement may be terminated by Us by notice in the following circumstances:  
5.1.1 You fail to pay Charges when they are due, including any deposit We have asked for or if You breach this Agreement in any material way (See also clause 2.4)  
5.1.2 We have reasonable cause to believe that the Service is being abused contrary to clause 18, (even if You do not know that the Service is being used in such a way) and You do not correct the situation within 7 days of a request from Us to do so  
5.2 If this Agreement is ended by Us You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed in the notice as being the expiry of the Agreement.  
5.3 This Agreement may be terminated by either party in the following circumstances:  
5.3.1 if We or You are in breach of any material obligation under this Agreement but have failed to remedy such breach within 28 days of receiving notice to do so from the other party.  
5.3.2 by either party with immediate effect from the date of service on the other of notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or Equipment;  
5.3.3 if either party is prevented from the performance of its obligations by a Force Majeure Event for a continuous period in excess of 6 months, on service of notice upon the other.  
5.4 If this Agreement is terminated in accordance with this clause 5 You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed in the notice as being the expiry of the Agreement.  
5.5 Minimum notice periods may apply to each Service under this agreement and if so, these are shown in each of the Service specific sections of the Agreement.

### 6. Your General Responsibilities

- 6.1 You agree to pay the Charges for the Service in accordance with the Agreement or as We may notify You of from time to time.  
6.2 You agree to use the Service in accordance with these terms and conditions, the acceptable use policy (Clause 18) and/or any other instructions We may give You from time to time.  
6.3 You agree to take all reasonable precautions to prevent unauthorised use of the Service.  
6.4 You agree to put in place and maintain in respect of the Equipment an insurance policy covering standard commercial risks.  
6.5 You agree to put in place employers and public liability insurance throughout the Term.  
6.6 You agree to provide and maintain all environmental conditions reasonably required by Us and to comply with the requirements of current HSE regulations.  
6.7 You agree to permit reasonable unhindered access by personnel authorised by Us to Your premises and

equipment.

- 6.8 You agree to provide adequate storage, working space and any other facilities as may reasonably be required by Us.
- 6.9 All property You provide Us with in connection with any work to be undertaken by Us shall be entirely at Your own risk and We will in no circumstances become liable for any loss or damage thereto.
- 6.10 If any materials or data supplied by You fail to perform in the expected manner, We have the right to levy a charge related to any increased or additional cost to us of working and/or Our reasonably incurred expenses.

## 7. Disputes & Complaints

- 7.1 Invoice disputes must be notified to Us within 10 working days of the date of the invoice. Such queries may be lodged by: e-mail to [info@accessnetworks.co.uk](mailto:info@accessnetworks.co.uk) or by telephone on 020 75180325. In all cases You should include details of ;

7.1.1 Date / number of disputed invoice

7.1.2 Amount(s) / item(s) in dispute

7.1.3 Evidential reasons for dispute

**IMPORTANT** - We will only permit the non payment of disputed items in an invoice whilst they are being investigated - undisputed items must still be paid in accordance with the Payment Terms

- 7.2 Any agreed adjustments to Your invoice for one month will be made in the invoice for the following month.

- 7.3 Non invoice related complaints **MUST** be notified in writing to Our Customer Services department within 10 working days of discovering the problem/issue by way of facsimile to 020 3014 8919 or email: [info@accessnetworks.co.uk](mailto:info@accessnetworks.co.uk)

## 8. Arbitration

- 8.1 If We cannot resolve any dispute with You, You can refer the dispute to the Chartered Institute of Arbitrators. This only applies to disputes that involve more than £5,000 or a complicated issue of law.

## 9. Limitation of Liability

- 9.1 We are not liable to You either in contract, tort (including negligence) or otherwise for any direct or indirect consequential loss; loss of profits; business or anticipated savings; loss of or damage to any data or equipment.
- 9.2 If We are found liable to You Our liability is limited to £3,000 for any one incident or series of related incidents.
- 9.3 Each limitation of liability in the Agreement (clauses 9.1, 9.2, 21, 30, 43) operate separately. If any limitation of liability is found by a court to be unreasonable or inapplicable the other limitations will continue to apply.
- 9.4 This section 9 will apply even after the Agreement has ended. If you are a consumer, the terms of the Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of the Agreement. For more information on the rights you have under statute contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

## 10. Matters Beyond Reasonable Control (Force Majeure)

- 10.1 If We are unable to do what We have agreed to do in this Agreement because of a Force Majeure Event then We will not be liable for this.
- 10.2 We will have no liability to You for Service failures arising as a direct or indirect result of;
- 10.2.1 a failure, refusal or delay by a third party to supply Us with a service; or
- 10.2.2 the imposition of legal or regulatory restrictions which prevent Us from supplying a Service.

## 11. Changing this Agreement

- 11.1 We may change this Agreement and the Charges at any time. If We need to increase the Charges for the Service or otherwise materially change this Agreement We will give You a minimum of 14 days notice by email or, otherwise in writing, before such changes take place.
- 11.2 You must tell Us promptly if You change Your name, address or banking details that may affect Your payment of the Charges.

## 12. Transferring the Agreement

- 12.1 You cannot transfer or try to transfer the Agreement or any part thereof to anyone else unless We give You Our written permission. We can transfer Our rights and obligations under the Agreement or any part thereof to a company within the Access Networks Solutions Ltd without Your permission.

### **13. Privacy Policy**

- 13.1 Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with the Agreement or which may at any time until termination of the Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by the Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of the Agreement and then only under appropriate confidentiality provisions approved by the other party. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.

### **14. Non Solicitation**

- 14.1 Neither party shall (except with the prior written consent of the other) during the Term or the 3 month period following the expiry thereof, solicit the services of any staff member of the other party who has at any time, been engaged in the provision or reception of the Service under the Agreement either as employee, independent contractor or pursuant to any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party.

### **15. Waiver of Rights**

- 15.1 If You breach this Agreement, at Our sole discretion We may choose to overlook such breach, however any such waiver does not prevent Us from terminating the Agreement if You subsequently breach the Agreement again for any reason.

### **16. Third Party Rights**

- 16.1 No third parties cannot benefit from the Agreement under The Contracts (Rights of Third Parties) Act 1999.

### **17. Law**

- 17.1 The Agreement is governed by English law.
- 17.2 Any proceedings arising out of or in connection with the Agreement may be brought in any court of competent jurisdiction in London.
- 17.3 The submission by the parties to such jurisdiction shall not limit Our right to commence any proceedings arising out of the Agreement in any other jurisdiction it may consider appropriate.
- 17.4 The headings within the Agreement are provided for convenience only and shall have no effect on the interpretation thereof.
- 17.5 All warranties, conditions and statements other than those contained in the Agreement, statutory or otherwise are excluded, save where the absolute prohibitions against exclusion contained in the Unfair Contract Terms Act 1977 (or revision or amendment thereof) apply.
- 17.6 If any provision of the Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 17.7 Nothing in the Agreement constitutes a partnership between the parties or constitutes either party as agent of the other for any purpose whatsoever except as may be specified elsewhere by the terms of the Agreement.
- 17.8 Except as may be specifically provided for elsewhere in the Agreement all notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in the Agreement. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously upon transmission provided that they are confirmed in the manner provided for above.
- 17.9 The Agreement and any schedules or attachments annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof (being the provision of certain telecommunications, information technology, computer and other services) and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

### **18. Acceptable Use Policy**

- 18.1 This acceptable use policy sets out the terms between Us and You, under which you may access Our website, [www.accessnetworks.co.uk](http://www.accessnetworks.co.uk) and use Our Service. This acceptable use policy applies to all users of Our Service. Your use of Our Service means that You accept, and agree to abide by, this acceptable use policy.
- 18.2 Prohibited uses - You may only use Our Service for lawful purposes. You may not use Our Service:

- 18.2.1 in any way which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, in the UK or any other country in the world, or in any way breaches any applicable local, national or international law or regulation;
- 18.2.2 in any way which is threatening, defamatory, offensive or obscene, indecent, seditious, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, copyright, privacy or any other rights, or which may cause annoyance or inconvenience ("Content Standards");
- 18.2.3 for any unlawful or fraudulent purposes, or any use which has any unlawful or fraudulent purpose or effect;
- 18.2.4 for the purpose of harming or attempting to harm minors in any way;
- 18.2.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with Content Standards;
- 18.2.6 in any way for which You have not obtained all necessary licences and/or approvals;
- 18.2.7 in a manner which is technically harmful (including without limitation, to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware
- 18.2.8 in a manner which involves misusing Our Service (including without limitation by hacking) or which attempts to affect the performance or functionality of any computer facilities of or accessed through Our Service;
- 18.2.9 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.

## Terms & Conditions for NETWORK SERVICES (not including Mobile Services)

The following terms and conditions, specific to **Network Services** will, combined with clauses 1 to 18, form the Agreement for **Network Services**.

### Network Services : Definitions

- CPS** means Carrier Pre-Selection which is where Your calls are re-routed via a Network Provider
- CDR** means Call Data Record which are files We receive from our Network Providers which contain details of the calls You have made
- PSTN** means Public Switched Telephone Network and includes analogue telephone lines and Integrated Services for Digital Network (ISDN) lines/services.
- SIP** Voice over Internet Protocol (VoIP) and streaming media service based on the Session Initiation Protocol (SIP)[1] by which Internet telephony service providers (ITSPs) deliver telephone services and unified communications to customers equipped with SIP-based private branch exchange (IP-PBX) and Unified Communications facilities.

### 19. Network Services : Price, Payment and Ownership

- 19.1 Charges for calls (including those calls routed via CPS) You make will start from the time You first use the Service and will be recorded in the CDR's We receive from Our suppliers at the rates We have agreed with You.
- 19.2 You will not, at any stage, own any PSTN line, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.

### 20. Network Services : Termination by You

- 20.1 You may terminate ;
- 20.1.1 the CPS services at any time by giving Us 28 days notice, in writing, of Your intention to do so. IMPORTANT It is Your responsibility to ensure that Your new service provider takes the appropriate steps to intercept and re-route Your calls via their service. If they do not You will continue to be charged for calls made via the Service.
- 20.1.2 any PSTN lines, local and wide area network circuits, ancillary/associated services and all other rented services at the expiry of their minimum service period, AND where a minimum of 90 days advance notice has been given by You to Us in writing.
- 20.2 If, as a part of Your termination of Service(s) with Us You want to retain (Port Away) any/all of Your numbers, We will do all We can to accommodate such requests, but the process will rely exclusively on whether the existing and proposed third party service providers (Carriers) have a 'Porting Agreement' in force. We have no control nor influence over these matters so can give no guarantee that any such porting request will be successful, and as a consequence will not accept any liability whatsoever for any direct or indirect losses You may suffer if such request fails.

### 21. Network Services : Limitation of Liability

- 21.1 You acknowledge and agree that in relation to the provision of telecommunication lines, circuits and all associated facets, features and functions;
- 21.1.1 We are only an intermediary for the transmission of Content,
- 21.1.2 that We play a passive role as a conduit of Content for You and third parties,
- 21.1.3 that We are unable to exercise any editorial or other control over any Content and
- 21.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

### 22. Network Services : Call Monitoring & Using Your Data

- 22.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of Our customer services, including complaint handling.
- 22.2 Unless You write to Us and tell Us not to do so, We may use the information We have about You and Your use of the Service for marketing purposes.
- 22.3 If You wish to make international calls We may need to provide Your personal information to other companies which may be outside the EU. You should be aware that the standards of protection for personal information outside the EU are not currently governed by the Data Protection Act 1998, although safe harbour arrangements may apply.

**23. Network Services : What the Service is**

- 23.1 The Service We arrange for You will be a line or circuit, or combination thereof which will allow You to :
- 23.1.1 make & receive voice calls;
  - 23.1.2 send & receive data;
  - 23.1.3 send & receive internet e-mail;
  - 23.1.4 access the internet; and
  - 23.1.5 any additional services.
- 23.2 We will arrange for You to be provided with the Service on the terms of the Agreement.
- 23.3 We will do all reasonable endeavours to ensure that the Service requested by You is provided by Our suppliers to You by any date We have agreed with You but We do not guarantee to do so and We have no liability for any failure to meet any date.
- 23.4 You are entitled to the quality of service generally provided by a competent telecommunications service provider exercising reasonable skill and care but acknowledge that these services are not fault free and may be impaired by circumstances beyond Our control including, but not limited to failures by Our suppliers and Force Majeure Events.
- 23.5 We or Our suppliers may vary the technical specification of the Service from time to time.
- 23.6 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.
- 23.7 All line rental, ancillary line services and call Charges are calculated by reference to data recorded or logged by Our suppliers and not by reference to any data recorded or logged by You, nor by reference to any information provided to You by Us for information purposes only.
- 23.8 Call charging rates that vary according to the time of day are billed according to the time of call initiation.
- 23.9 Call Charges from overseas networks may not reach Us in time to allow Us to include them in the bill for the month in which the original call was made. Any such Charges will appear in the next bill following Our receipt of the details from Our suppliers.
- 23.10 Other than certain premium rate services, calls are priced on a per minute basis, but billed on a per second basis, rounded up to the nearest penny with, in some cases a minimum call charge being applied.

**24. Network Services : Things We May Have to do**

- 24.1 Occasionally We may have to:
- 24.1.1 alter the code or number associated with the Service;
  - 24.1.2 bar numbers from the Service on a temporary or permanent basis in circumstances where it is necessary to do so
  - 24.1.3 temporarily suspend the Service (or any part of it) for operational reasons, emergencies or for reasons of security.
- 24.2 Where the CPS becomes unavailable (temporarily or otherwise) every reasonable effort will be made to re-route calls via Your usual fixed line telecommunications supplier which will be billed to You by them at their then current rates.
- 24.3 At Our discretion We or Our suppliers may apply a usage limit or surcharge to Your account and We or Our suppliers may suspend Your Service if this limit is exceeded. As Our billing system is not instantly updated each time You use the Service it is possible, especially when making international calls, to exceed Your usage limit. You will be liable for all Charges incurred including any Charges exceeding Your usage limit. You may be asked to pay any Charges incurred in excess of Your usage limit before Service is reinstated.
- 24.4 We may require You to provide Us with a deposit as a condition of providing the Service to You or for continuing to provide the Service to You.
- 24.5 We may use Our discretion to refuse to supply any of Our supplier's services to You.

**25. Network Services : Your Use of the Service**

- 25.1 For the CPS You will lodge the telephone numbers/lines on which You wish to use the Service.
- 25.2 CPS will be automatically applied to all new PSTN lines You ask Us to arrange with Our suppliers on Your behalf.
- 25.3 Where necessary We will modify the programming of Your telephone system or allocate a code to allow You to access the Network. The code number does not belong to You and may only be used on the lines You have previously lodged with Us.
- 25.4 You acknowledge that the Service may be accessed by means of either CPS or Indirect Access Code. You therefore further acknowledge that any restriction to the Service (including, but not limited to, call barring) which may be available by means of CPS may be overridden by the caller accessing the Service by means of Indirect Access Code. In this event You acknowledge that You remain liable for ALL call Charges incurred.



- 25.5 You must not use or permit any other person to use the Service contrary to the Acceptable Use Policy (Clause 18). The action We can take if this happens is explained in clauses 5, 6 and 24.
- 25.6 You acknowledge that no matter how such Charges arise You will be legally liable to pay all call Charges logged by Our suppliers against Your telephone number(s).
- 25.7 If a claim is made against Us because of Your misuse of the Service You must reimburse Us any sums We or Our suppliers have to pay.
- 25.8 If You use the Service for business purposes, You must indemnify Us against any claims that anyone (other than You) threaten or make against Us because the Service is faulty or cannot be used by them. You must tell Us at the address We notify to You in writing, or by email if anyone makes or threatens to make any claim or issues legal proceedings against You relating to Your use of the Service or the Content. At Our request You will immediately stop the act(s) complained of. If We ask You to, You must confirm the details of the claim(s) in writing.
- 25.9 You are responsible for evaluating the accuracy and completeness and the value and integrity of the goods and services offered by third parties via the Service. Neither We nor Our suppliers will be a party to or in any way responsible for any transaction concerning third party goods and services.
- 25.10 In relation to fair usage for ADSL/broadband
- 25.10.1 If You subscribe to a Service that has a limit on the amount of data that you download or upload via Your Broadband/ADSL Service Your usage must not go over the stipulated limit each month.
- 25.10.2 The first occasion on which you go over your usage limit We will send You an email alert to the email address You have given us for this purpose (or alternatively Your primary broadband email address if You have not given us an alternative). This alert will let You know what will happen if you go over Your usage limit again.
- 25.10.3 If in any subsequent month, We see you are approaching Your usage limit, We will send you another email to let You know that You have reached 70% of your usage limit.
- 25.10.4 If You go over Your usage limit more than once in any six month period, then We will:
- automatically upgrade You to a Service with a higher usage limit at an additional charge per month. (Once You have been upgraded, You may downgrade without charge to Your original Product if You reduce your monthly usage to below the usage limit for the original Service in any subsequent month; or
  - charge You fair and reasonable costs for Your usage (and any reasonable administration costs) in excess of Your usage limit.
- If we do either of these things, We will let You know by email and by post. In this notice We will also explain the consequences of You going over Your usage limit, for example, the increased subscription or other charges You incur.
- 25.10.5 To ensure You get Your email alerts You should make sure We have an email address that is up-to-date and that You check regularly. If We receive a failed delivery notice after sending an alert We will not send Your alert by post.

## 26. Network Services : Service Barring Or Disconnection

- 26.1 At Our discretion We can bar You from making calls (other than to the emergency services) and disconnect the Service from the network if;
- 26.1.1 You infringe the terms of clauses 6, 18 or 25; or
- 26.1.2 if We have reasonable cause to suspect fraudulent use of Our Services.
- 26.2 You must pay an unbarring cost and, if applicable, a re-connection cost if the Service is temporarily barred and/or Your Service is disconnected from the network for the reasons stated in clause 26.1. If We have barred or disconnected the Service We will not re-provide it unless You do what You have agreed to do, or satisfy Us that You will do so in future, or that the Service will not be used again in a way that is forbidden. We may require You to authorise a direct debit authority for the payment of such Charges.
- 26.3 If We bar Your Service or disconnect it from the Network because You break the Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice under Clause 4.

## Terms & Conditions for MOBILE SERVICES (not including NETWORK SERVICES)

The following terms and conditions, specific to **Mobile Services** will, combined with clauses 1 to 18, form the Agreement for **Mobile Services**.

### Mobile Services : Definitions

**Additional Services** means optional Services (for example Roaming, access to Services charged at premium rates or Content) which are likely to be supplied outside of a Monthly Allowance and are chargeable at the rates set out in our Tariff Table.

Monthly Allowance means the agreed allowance of Services, (for example, airtime, text messages, and/or other Services) that We provide to You for a monthly or other periodic payment.

**Messaging Services** means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that We may offer from time to time.

**Network** means the mobile communication network through which you receive Services.

**Roaming** is an Additional Service that allows You to access the Services on a network belonging to another operator, usually in a foreign country.

**SIM** means the Subscriber Identity Module card which contains Your phone number and which enables You (together with a handset or other equipment) to access the Services.

**Tariff Table** means our current list of charges and prices which is updated from time to time and available on request.

### Mobile Services - Standard Services Provided

**Voice Only** Included in the rental on a voice only service is the ability to make calls and send SMS's at prevailing rates.

**iPhones or smart phones** Included in the rental is [the voice package, the data bundle and SMS facility] which are all charged at the prevailing rate

**Blackberries** Included in the rental is voice package, Blackberry data, BBM services and SMS charged at the prevailing rate. Types of Blackberry services ;

Blackberry Enterprise Requires a separate server and device licences (chargeable)

Blackberry Express Requires free of charge Exchange server software.

Blackberry BIS Push and pull email services only.

### Mobile Services - Services Available At Extra Cost ;

- SSL certificate (required if corporate emails are required for iPhone or smart phones)
- Blackberry Enterprise server, device licences and deployment
- Blackberry Express deployment.
- Blackberry BIS - No synchronisation to corporate account.
- Additional memory and hard drive space if required.
- Any additional users to be set up
- a monthly fee per device for support if Blackberry SIM is provided by Us which does not include the device hardware which is covered under manufacturer's warranty for 12 months
- If a SIM is not provided by Us there will be a monthly support cost, subject to a minimum period of 12 months
- If a Voice Only, Blackberry or iPhone requires re activation under any circumstances a reactivation fee will apply

### 27. Mobile Services : General Terms and Service Start Date

27.1 The Agreement only covers the provision of the Services by Us to You. It does not cover any handsets, other equipment, associated accessories and/or devices You may have received with Your SIM or as part of a package, either directly from Us or from a third party retailer.

27.2 Each SIM has it's own start date and minimum term, usually 24 months and therefore the Agreement with Us in relation to Mobile Services will expire when the minimum term on the last used SIM has been completed.

### 28. Mobile Services : Price, Payment and Ownership

28.1 Charges for calls and other Service usage will start from the time You first use the Service and will be calculated using the call data records (CDRs) We receive from Our suppliers but using the Tariff Table rates We have agreed with You.

**29. Mobile Services : Termination by You**

- 29.1 Termination only becomes effective once We have confirmed receipt of Your request in writing. Confirmation will usually occur within 7 working days following receipt of Your instructions.
- 29.2 Any notice of termination under this Agreement must be made in writing and delivered in accordance with clause 17.8.
- 29.3 If this Agreement is to be ended by You, You must give Us a minimum of 28 days advance notice in writing and You must continue to pay the Charges for the Service ;
- 29.3.1 in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4 or
- 29.3.2 up to the expiry date of the minimum Service period whichever is the later.
- 29.4 If You do not accept a change that falls within clause 11 or 35 You may terminate this Agreement by writing to Us within 1 month of Us telling You about any change, to let Us know that You want to terminate. However You may not terminate this Agreement under this clause if such change:
- 29.4.1 has been imposed on Us by any regulator with appropriate authority, for example OFCOM, or as a direct result of new legislation, statutory instrument or government regulation; or
- 29.4.2 relates solely to an Additional Service. If this is the case then You may cancel such Additional Service by giving Us at least ten days notice in writing to that effect.

**30. Mobile Services : Limitation of Liability**

- 30.1 You acknowledge and agree that in relation to the provision of Mobile Services and all associated facets, features and functions;
- 30.1.1 We are only an intermediary for the transmission of Content,
- 30.1.2 that We play a passive role as a conduit of Content for You and third parties,
- 30.1.3 that We are unable to exercise any editorial or other control over any Content and
- 30.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

**31. Mobile Services : Call Monitoring & Using Your Data**

- 31.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of Our customer services, including complaint handling.
- 31.2 Unless You write to Us and tell Us not to do so, We may use the information We have about You and Your use of the Service for marketing purposes.
- 31.3 If You wish to make international calls We may need to provide Your personal information to other companies which may be outside the EU. You should be aware that the standards of protection for personal information outside the EU are not currently governed by the Data Protection Act 1998, although safe harbour arrangements may apply.

**32. Mobile Services : Your Use of the Service**

- 32.1 With certain types of SIM used in conjunction with specialised business communication portals You will be required to renew or upgrade Your contract for subsequent periods of 12 months up to the maximum number of months stipulated in the Agreement

**33. Mobile Services : Your Monthly Allowance**

- 33.1 Your Monthly Allowance is set out on the face of this document using the charges that would be made for use of Our Service as set out in the Tariff Table.
- 33.2 During the Term We may allow You to change Your Monthly Allowance but You may only change to a Monthly Allowance that costs the same or more than the Monthly Allowance You agreed to at the beginning of the Term. You may only change Your Monthly Allowance once in any period of 30 days and only with Our agreement.
- 33.3 All use of the Services that is in excess of or not included within Your Monthly Allowance will be charged for separately at the rates specified in the Tariff Table.
- 33.4 At the expiry of Your Term We will continue to provide You with Your Monthly Allowance and will continue to bill You for the Charges. You will need to contact Us at least 30 days before the expiry of the Term or any subsequent monthly renewal date for Your Monthly Allowance if You do not want Us to continue providing You with Your Monthly Allowance.

**34. Mobile Services : Provision of Service**

- 34.1 We will Use all reasonable endeavours to make Our Services available to You at all times but quality and availability can be affected by factors outside Our control, such as the weather, or faults in the Network or

any other networks used to provide the Services to You. The Network We use for the provision of Services may from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. We will do all We can to keep such interruptions or unavailability to a minimum.

- 34.2 The Services will be available to You provided You:
- 34.2.1 are in range of the base stations forming the Network (or that of Our partners when Roaming) when You try to use the Services;
  - 34.2.2 only use the Services with the equipment and SIM We have approved for use on the Network;
  - 34.2.3 give Us valid information We reasonably ask for and do not give Us false information;
  - 34.2.4 follow all reasonable instructions We give You and any reasonable guidelines We make available to You;
- 34.3 Any SIM We provide to You remains Our property and must be returned to Us if We ask for it back. You must keep the SIM safe and can only use it to access the Services. If the SIM is lost, stolen or damaged call Us immediately for another SIM. If the SIM is lost or stolen You will be liable for the cost of a replacement SIM and any/all Charges relating to use of the SIM (including call Charges) up to the time that You notify Us that Your SIM is lost or stolen, regardless of whether the Charges have been incurred by You or someone else. You will also continue to be liable for the monthly payment (or other periodic charge) relating to Your Monthly Allowance until the end of the Term. If You lose the SIM You may be liable to pay a reasonable replacement charge, details of which are set out in the Tariff Table.
- 34.4 You may not sell or otherwise make the Services available to others or commercially exploit the Services or any Content in any way.
- 34.5 We give You the use of a phone number. In exceptional circumstances, the telecommunications regulator OFCOM may order the reallocation or change of mobile phone numbers, in which case We may have to change the phone number We make available to You.
- 34.6 We will use reasonable endeavours to maintain any Content that is provided by Us or Our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on an as is basis and We do not represent to You that any Content is of satisfactory quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. For restrictions around Content provided by third parties please see clause 18.
- 34.7 Our Services may be available to You in countries outside of the UK if We or the partner who provides Us with the Network have roaming arrangements in place. You may need to activate Roaming on Your handset by contacting Us before You leave the UK. The Charges for Roaming are included in the Tariff Table or are available from Us on request. Overseas network operators may bill Us some time after You use the Services which can be as long as three months later. Please be aware that when You use Your phone abroad incoming calls may also incur a charge.
- 34.8 We may offer You new services that may be of interest or benefit to You. Charges for any Additional Services will be specified in the Tariff Table and any special terms and conditions for such Additional Services will be available from Us on request. We may require You to show a satisfactory credit score or billing history before We provide You with access to some Additional Services.

### **35. Mobile Services : Changes to the Charges Or Our Services**

- 35.1 We may need to change or withdraw all or part of Your Monthly Allowance, the Services, or any Additional Services if they are uneconomical, technically impractical, not fulfilling their purpose for You or Us, or as a result of changes in technology or changes made by Our network supplier.
- 35.2 Any continued use of Our Services or Additional Services after the date of the change will be deemed to be acceptance by You of the relevant change.

### **36. Mobile Services : Charges, Payment and Related Terms**

- 36.1 You must pay all Charges on Your account, whether or not they have been incurred by You. For reasons of good credit management We may limit the total number of direct debit accounts You have with Us.
- 36.2 You will be charged a monthly (or other periodic) amount for the allowance of calls, texts, or other Services that make up Your Monthly Allowance or if applicable, for any Additional Services that are charged on a monthly basis. This monthly amount will be charged in advance (or arrears if We so advise) and will be charged whether or not You use all of Your Monthly Allowance each month.
- 36.3 You will be charged monthly in arrears for all use of Our Services in excess of or outside of Your Monthly Allowance, for any Additional Services that are not charged on a monthly basis and for any other Charges that You may incur.
- 36.4 We may set a monthly credit limit on Your account that will be an amount We consider appropriate. and will inform You what this amount is. We may suspend Your access to the Services if You exceed the limit. You should not use any credit limit for budgeting as the amount You owe is not capped or limited and You

will still be liable if You exceed any credit limit We set.

- 36.5 We will usually send You a bill every month advising You of the total amount of Charges You owe Us. We may change the billing period at any time but We will notify You in advance if We do this.
- 36.6 We will usually send Your bill to You by email unless You have advised Us and We have agreed, that You can receive it by another method We offer.
- 36.7 We may require You to make a deposit as security for the Charges. We do not pay You interest on deposits. A deposit is likely to be required if You have less than 4 months credit history with Us and You wish to activate Roaming on Your account, or if You do not pay any of Your bills in full and on time. Details of any deposit that may be required will be advised to You in a separate letter. We may use any deposit towards any Charges that You owe Us that You have not paid. If You do not owe Us any money We will repay the deposit to You if this Agreement is ended in accordance with the termination provisions.
- 36.8 You may choose to pay Your Charges in advance but must still maintain an active direct debit for Your account.

### **37. Mobile Services : Suspending Or Disconnecting Access to Our Services**

- 37.1 We may suspend Your use of the Services or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading.
- 37.2 We may also suspend Your use of the Services and disconnect Your SIM from the Network without giving You notice if You, or anyone who uses Your SIM:
- 37.2.1 does not keep to the conditions of the Agreement, including the provisions of clause 18 and 34.2, or any other agreement with Us, for example, any terms and conditions relating to the provision of Additional Services or any promotional or special offers;
  - 37.2.2 damages the Network or puts it at risk;
  - 37.2.3 notifies Us that Your SIM has been lost or stolen;
  - 37.2.4 exceeds any credit limit We may have set for You or does not pay a bill when it is due;
  - 37.2.5 if required to be suspended following an order, instruction or request from any governmental body, any emergency service organisation, or any other person or organisation with the appropriate authority to request such suspension;
  - 37.2.6 has provided Us with information that We reasonably believe is false or misleading;
  - 37.2.7 suspends, cancels or otherwise makes inactive any direct debit set up in Our favour ;
  - 37.2.8 does so in a manner which gives Us reason to believe that Your account has or is being used fraudulently; or
  - 37.2.9 contravenes any acceptable use policy We have notified You about (as set out in clause 18) and You continue to use the Services in breach of that acceptable use policy after We have notified You of any breach.
- 37.3 You are still liable for all monthly or other periodic Charges for Your Monthly Allowance due during any period of suspension or disconnection. However, if the suspension or disconnection is because of urgent ongoing Network problems as set out in clause 37.1, then We will credit Your account with an appropriate part of Your monthly (or other periodic) charges to cover the period of any suspension.
- 37.4 We may charge You a fee to reconnect You to the Service except where the reconnection is required as a result of Network problems as set out in clause 37.1. Details of any such fee are set out in the Tariff Table.
- 37.5 We may turn off Messaging Services if they are inactive for an extended period of time but We will let You know before this happens. If We do turn off Messaging Services You will lose all of the content in Messaging Services and We will be unable to forward any unopened or unsent messages to You or anyone else.

### **38. Mobile Services : When Our Agreement Ends**

- 38.1 If this Agreement is terminated :
- 38.1.1 Your SIM will be disconnected from the Network;
  - 38.1.2 You will not be able to use Our Services at all; and
  - 38.1.3 You will lose Your phone number (unless You move to another network).
  - 38.1.4 If you elect to move your number to another airtime supplier, you will need a PAC code and We reserve the right to levy a reasonable charge for arranging this for You.
- 38.2 If this Agreement is terminated (other than in accordance with clause 4.1) You will need to pay Us on termination :
- 38.2.1 all unpaid call and other usage or administration Charges on Your account; and
  - 38.2.2 all monthly (or other periodic) Charges owed for each month of Your Monthly Allowance through to the end of Your Term.

## Terms & Conditions for SUBSCRIPTION EQUIPMENT and SERVICES

The following terms and conditions, specific to **Subscription Equipment and Services** will, combined with clauses 1 to 18, form the Agreement for **Subscription Equipment and Services**.

### Subscription Equipment and Services : Definitions

<b>CDR</b>	means Call Data Record which are files We receive from our Network Providers which contain details of the calls You have made
<b>CPS</b>	means Carrier Pre-Selection which is a method by which Your calls are routed via one of the Network Providers
<b>Service</b>	Computer and telephony facilities and associated/related products which You use (but which are not necessarily located at Your premises) usually delivered from (hosted) at a secure 'Data Centre' and accessed/used via a dedicated network circuit/line/connection.
<b>Server Instance</b>	The hosted file server installed at one of our data centres.

### 39. Subscription Equipment and Services : Price and Users

- 39.1 Charges for calls including CPS usage will start from the time You first use the Service and will be calculated using CDRs We receive from Our suppliers at the rates we have agreed with you.
- 39.2 Where the Service is arranged on a per user basis, the number of users will be created in accordance with the original agreement between Us. Additional Users may be added at any time at extra cost, but should You wish to reduce the number of users at any time, the maximum reduction permitted will be 15% of the then current number of users.

### 40. Subscription Equipment and Services : Product & Services

#### 40.1 Service Availability

Service availability for all **Subscription Equipment and Services** will be in accordance with the package chosen by You from the options available in **Maintenance & Support Services** section of this agreement.

#### 40.2 Products & Services

<p><b>40.2.1</b>  <b>No Admin</b></p>	<p><b>PROVIDED</b> We create the Server Instance and make it available to You and Your users.</p> <p><b>NOT PROVIDED</b> All server administration tasks including but not limited to ; setting up and removal of users ; data and server image restoration; all updates and patches along with administration for supported ; server operating systems ; SQL server ; if applicable anti virus software scheduling and updates ; setting up any new users and removal of old ; creating file structures and advising on hard drive capacity and memory requirements ; archiving emails ; security ; user profiles and anything else not specified above as <b>PROVIDED</b>.</p>
<p><b>40.2.2</b>  <b>Admin Included</b></p>	<p><b>PROVIDED</b> We create the Server Instance and make it available to you and your users. All server administration tasks including but not limited to setting up and removal of users ; data and server image restoration ; all updates and patches along with administration for supported server operating options ; SQL server ; if applicable anti virus software scheduling and updates, setting up any new users and removal of old, creating file structures and advising on hard drive capacity and memory requirements, archiving emails, security, user profiles</p> <p><b>NOT PROVIDED</b> Anything not specified above as <b>PROVIDED</b>..</p>
<p><b>40.2.3</b>  <b>Localised Support</b></p>	<p><b>PROVIDED</b> We will attend site to support or maintain any element of the equipment listed within your agreement with us. The voice and data support differences are as follows: voice covers all labour, component parts and software. Data covers all equipment including PC's, servers, printers, scanners, routers, switches, UPS, including labour relating to repair support and maintenance.</p> <p><b>NOT PROVIDED</b> Anything not specified above as <b>PROVIDED</b></p>

<p><b>40.2.4</b> <b>Antivirus</b></p>	<p><b>PROVIDED</b> Anti virus software which includes managed end point security, hosted server licence, hosted exchange licence. This product will be installed on each PC and server(s) on the network in your office/s and on the hosted server instance(s). Updates will be carried out as issued by the manufacturer and the system is configured to accept all updates.</p> <p><b>NOT PROVIDED</b></p> <ul style="list-style-type: none"><li>a. In the unlikely event that your system becomes infected with a virus which the anti virus software does not detect we reserve the right to make a charge for the rectification thereof.</li><li>b. All additional work will be charged at Our then standard support rates.</li><li>c. If the anti-virus software subscription is not renewed when it becomes due the cost of rectifying any virus infections may increase considerably.</li><li>d. We will accept no responsibility for <b>ANY</b> losses occasioned by the failure or consequences of failure of the anti virus software, howsoever arising.</li></ul>
<p><b>40.2.5</b> <b>Backup</b></p>	<p><b>PROVIDED</b> Hosted or localised backup and disaster recovery solution consists of 2 days of 15 minutes incremental backups, each day being saved as a daily and after 7 days this will be saved as a weekly backup. Four weekly backups will be saved as a one month backup. Backups will be stored for 6 months and over written, however, if a longer period of storage is required then this can be provided but will incur extra costs. If a corrupt or deleted file requires restoring and is under 50MB in size it will be carried out free of charge. Any restoration of a file over 50MB in size will be chargeable on an hourly rate as notified. If a hosted server with the admin support option is selected full recovery of the latest image will be included</p> <p><b>NOT PROVIDED</b></p> <ul style="list-style-type: none"><li>a. If a hosted server with no admin option is selected, full server recovery of the latest image will be chargeable in addition.</li><li>b. If a localised server fails and needs to be restored and the data cannot be recovered from the backup server located on site, the replacement emergency server (when remote offsite backup has been selected) will be chargeable in addition.</li></ul>
<p><b>40.2.6</b> <b>Phone System</b></p>	<p><b>PROVIDED</b> Hosted instance or localised covers the initial set up and installation of equipment as per contract schedule. Provided a maintenance contract option has been selected this covers all parts and labour including handset and system replacement if required. Any customer requirements that constitutes a change, preference or re-configuration within the first three months of installation will be carried out free of charge. If lines, circuits and calls are provided by Us, all fault resolutions are covered. Date and time changes and password resets are included.</p> <p><b>NOT PROVIDED</b></p> <ul style="list-style-type: none"><li>a. Out of hours cover unless the appropriate Support Level specifies it.</li><li>b. After three months of installation any customer requirement that constitutes a change, preference or re-configuration will be chargeable.</li><li>c. If lines and calls are provided by a third party (e.g. BT) and are proven to be the cause of a problem and We have been called out unnecessarily the costs of such call out will be chargeable.</li><li>d. Headsets and all other third party accessories are not covered under the maintenance contract but manufacturers' warranties will apply.</li><li>e. Consumables e.g. batteries are not covered.</li><li>f. Accidental/deliberate damage to any items is not included.</li></ul>

<p><b>40.2.7 Computers &amp; Laptops</b></p>	<p><b>PROVIDED</b> Desktop/Notebook/Tablet PC's/Devices are covered if stated in the contract schedule. Any parts under the Manufacturers warranty will be managed by Us and replaced as per the manufacturer's guidelines. Labour and Desktop support is included.</p>
	<p><b>NOT PROVIDED</b></p> <ul style="list-style-type: none"> <li>a. Desktop/Notebook/Tablet PC's/Devices are not covered unless stated in the contract schedule.</li> <li>b. Parts out of warranty are not covered.</li> <li>c. Any upgrades e.g. hard drives, memory etc will be chargeable.</li> <li>d. Application support</li> <li>e. Consumables, e.g. batteries are not covered.</li> </ul>
<p><b>40.2.8 Internet Content Filtering</b></p>	<p><b>PROVIDED</b> <b>Hosted Services Only</b> - Set up includes standard list of undesirable web sites and the ability for customer to allow all employees/groups access to sites e.g. FaceBook, YouTube and LinkedIn at certain times of the day as desired. Customer portal/management and web based emails.</p>
	<p><b>NOT PROVIDED</b></p> <ul style="list-style-type: none"> <li>a. Peer to peer sharing</li> <li>b. Management</li> </ul>

**41. Subscription Equipment and Services : What the Service is**

- 41.1 We will arrange for You to be provided with the Service on the terms of the Agreement.
- 41.2 We will use all reasonable endeavours to ensure that the Service requested by You is provided by Our suppliers to You by any date We have agreed with You but We do not guarantee to do so and We have no liability for any failure to meet any date.
- 41.3 Services may be impaired by circumstances beyond Our control including, but not limited to failures by Our suppliers, geographic and/or atmospheric conditions.
- 41.4 We or Our suppliers may vary the technical specification of the Service from time to time.
- 41.5 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.
- 41.6 All line rental, ancillary line services and call Charges are calculated by reference to data recorded or logged by Our suppliers and not by reference to any data recorded or logged by You, nor by reference to any information provided to You by Us for information purposes only.
- 41.7 Call charging rates that vary according to the time of day are billed according to the time of call initiation.
- 41.8 Call Charge details may not reach Us in time to allow Us to include them on the bill for the month in which the original call was made. Any such Charges will appear on the next bill following Our receipt of the details from Our suppliers.
- 41.9 Other than certain non geographic numbers and Premium Rate Services, calls are priced on a per minute basis, but billed on a per second basis, rounded up to the nearest penny with, in some cases a minimum call charge being applied.

**42. Subscription Equipment and Services : Termination by You**

- 42.1 You must give Us a minimum of 90 days' advance notice in writing
- 42.2 Termination only becomes effective once We have confirmed receipt of Your request in writing. Confirmation will usually be given within 7 working days following receipt of Your instructions.
- 42.3 Any notice under the agreement must be made in writing and delivered by hand or sent by post to Us.
- 42.4 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4.

**43. Subscription Equipment and Services : Limitation of Liability**

- 43.1 You acknowledge and agree that in relation to the provision of telecommunication lines, circuits and all associated facets, features and functions;
  - 43.1.1 We are only an intermediary for the transmission of Content,
  - 43.1.2 that We play a passive role as a conduit of Content for You and third parties,
  - 43.1.3 that We are unable to exercise any editorial or other control over any Content and
  - 43.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

**44. Subscription Equipment and Services : Call Monitoring & Using Your Data**

- 44.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for



training purposes and, to improve the quality of Our customer services, including complaint handling.

44.2 Unless You write to Us and tell Us not to do so, We may use the information We have about You and Your use of the Service for marketing purposes.

## Terms & Conditions for MAINTENANCE & SUPPORT SERVICES

- We provide a full range of support packages to cover data networks and telephone systems installed within its customer premises.
- Localised support services provide unlimited fault response using remote access and on-site engineering visits as appropriate.
- Localised support packages are tailored to the specific needs of the individual customer and can cover core equipment and services only or can be extended to provide support to the desktop.
- We also provides network management through scheduled engineering visits which cover network performance, user changes, mailbox management, licence checking, security updates plus other services.
- Localised support packages are available for business hours as well as extended hours or on a 24/7 basis, providing remote diagnosis and repair outside of normal hours.

The following terms and conditions, specific to **Maintenance & Support Services** will, combined with clauses 1 to 18, form the Agreement for **Maintenance & Support Services**.

### Maintenance & Support Services : Definitions

- Start Date** means the Start Date for Support and Maintenance shown in the Maintenance Start Date field in the Agreement.
- Telecommunications Equipment** Telephone systems, handsets, PSTN lines, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.
- Computer Equipment** PCs, laptops and network file servers and their respective operating systems, network, hubs, routers, network infrastructure and interconnects, printers, scanners and peripheral devices that connect to computers

### 45. Maintenance & Support Services : Support Level Packages and Descriptions

The Support Level for the items comprising the Equipment and Service is as shown in the Maintenance & Support columns in the schedule(s) attaching to and forming part of the Agreement

<b>Localised Support Packages</b> (See Also Clause 49)	<b>Package</b> "Working hours"	<b>Package</b> "Extended hours"	<b>Package</b> "Round the clock"
NOC monitoring	24/7	24/7	24/7
NOC fix	09:00 to 17:00	08:00 to 20:00	24/7
Helpdesk support	09:00 to 17:00	08:00 to 20:00	24/7
Remote server support	09:00 to 17:00	08:00 to 20:00	24/7
On-site server support	09:00 to 17:00	09:00 to 17:00	09:00 to 17:00
Remote desktop support	09:00 to 17:00	08:00 to 20:00	24/7
Monthly patches and updates	Included	Included	Included
Antivirus, anti-spam monitoring and fix	Included	Included	Included
System changes, user adds, user modifications and other admin tasks under 15 minutes	Unlimited	Unlimited	Unlimited
Hardware warranties and software licence management	Included	Included	Included

### 46. Maintenance & Support Services : Service Desk

- 46.1 The Service Desk is open from 08.30 to 17.00 Monday to Friday excluding Bank and Public Holidays.
- 46.2 All incidents, failures, errors and requests for assistance **MUST** be notified, as soon as possible after discovery, to the Service Desk and an incident number/reference obtained

### 47. Maintenance & Support Services : Call Types & Response Times

Class 1 Emergency Fault Calls up to 4 hour Response\* meaning ; the failure of Your network file server or the inability to make or receive ANY external telephone calls or the failure of national ethernet or other wide area network circuitry/services.

Class 2 Non Emergency Fault Calls up to 8 Hour Response\* (all fault requests not included in Class 1)

\* Response - the number of Working Hours within which We will use all reasonable efforts to respond to Your requests.

NOTE - We are not responsible for the response times or fault repair services of the other company(s) with whom Your services have been arranged. We will however make every reasonable effort to ensure that any faults are addressed and rectified as quickly as possible and will keep You informed as to progress.

#### **48. Maintenance & Support Services : Non-fault Call Appointments - Advanced Notice**

A visit length of half a day requires 1 weeks notice

A visit length of 1 - 2 days requires 2 weeks notice

A visit length of 3 - 4 days requires 4 weeks notice

A visit length of 5+ days requires 6 weeks notice

Note : Appointments are available during Working Hours only, but not between Dec 20th and Jan 5th

#### **49. Maintenance & Support Services : What's Included and Excluded**

##### **49.1 Telecommunications Equipment, INCLUDED**

49.1.1 All parts or components determined by Our engineers to be faulty will be replaced. We, at Our absolute discretion, reserve the right to utilise reconditioned or re-manufactured components.

##### **49.2 Telecommunications Equipment, EXCLUDED (and/or items that will attract extra charges)**

49.2.1 All non fault call-outs and requests for remote session work will be chargeable at "Our" current "Charges" for such work.

49.2.2 We may charge You for Our expenses, which may include but are not restricted to ; overtime, travelling expenses, accommodation charges, congestion charges and any charges passed on to Us by the suppliers of the Equipment and Service We have arranged for You

49.2.3 We accept no responsibility for any delay in repairing, rectifying or replacing faulty Equipment or resolving any Service interruption or failure where such delay is due to the ;

49.2.3.1 non-availability of suitable replacement parts

49.2.3.2 failure of services or systems owned and operated by a Network Provider or a combination of Network Providers, who, individually or collectively provide the Service arranged by Us on Your behalf.

49.2.4 the cost of replacing consumable items (including, but not limited to; toner, paper, batteries)

##### **49.3 Computer Equipment, INCLUDED**

49.3.1 Unlimited fault call-outs requiring site visits.

49.3.2 Unlimited remote fault analysis and/or fault fixing

##### **49.4 Computer Equipment, EXCLUDED**

49.4.1 All non fault call-outs and requests for remote session work will be chargeable at Our current Charges for such work.

49.4.2 the cost of replacing consumable items (including, but not limited to; toner, paper, batteries)

49.4.3 faulty hardware or software.

#### **50. Maintenance & Support Services : Termination by You**

50.1 The Maintenance & Support Services may be terminated at any time after the expiry of the Term subject to You having given Us written notice of Your intention to terminate at least 90 days prior to the next relevant anniversary date.

50.2 Termination only becomes effective once We have confirmed receipt of Your request in writing, which. will usually occur within 7 working days following receipt of Your instructions.

50.3 Any notice under the Agreement must be made in writing and delivered by hand or sent by post to Us.

50.4 Once notice of termination has been given you must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4.

## Terms & Conditions for Finance Arrangements

The following terms and conditions, specific to **Finance Arrangements** will, combined with clauses 1 to 18 and those in any other active sections, form the Agreement for **Finance Arrangements**.

If You require financing for any or all of the Equipment, Software, Maintenance and Network Services then we may require you to enter into a funding addendum in the form set out below.

This Addendum is made on dd/mmm/yyyy, between

1. Access Networks Solutions Ltd. (No. 3985162) whose registered office is at 17 Hanover Square, London W1S 1HU (Supplier); and
2. [ Customer Name ] ( No. 99999999 ) whose registered office is at [ ] (Customer)

Whereas

- A. The Parties have entered into the attached Agreement for Equipment, Software, Maintenance and Network Services (agreement number as shown at the top of this page) which incorporates the Terms of Business (Agreement) and relates to, inter alia, the supply or hiring of the equipment and software set out in table headed "Equipment & Software" in the Schedule (Goods) and the provision of the Supplier Services.
- B. The Supplier intends to offer to assign certain of its rights under the Agreement and this Addendum to Quartz Finance Limited (Funder) to enable the acquisition of the Goods and the provision of the Installation Services and as a precondition of such assignment the Funder requires that the Parties enter into this Addendum.
- C. This Addendum is supplemental to the Agreement.

In consideration of the Supplier acquiring and providing the Goods to the Customer and the payment of £1 by the Supplier to the Customer (receipt of which is hereby acknowledged), the Parties hereby agree as follows:

### Finance Arrangements Definitions and interpretation

In this Addendum, the following terms shall have the following meanings:

**Business Day** means any day (not being a Saturday or a Sunday) on which banks in London are generally open for business

**Contract** means the Agreement as varied and supplemented by this Addendum

**Funded Element** means each payment due from the Customer under the Contract that relates to the provision of the Goods and being the amount which is set out in the table headed "Equipment & Software (Rental)" in the Pricing Sheet

**Group** means in a relation to a company, that company, each Subsidiary of that company, the Holding Company of that company and each Subsidiary of such Holding Company

**Holding Company** means, in relation to a company, any other company or corporation in respect of which it is a Subsidiary

**Installation Fee** means the sum payable by the Customer in respect of the performance of the Installation Services

**Installation Services** means the Supplier Services that comprise the installation of the Goods by the Supplier

**Parties** means the parties to this Addendum (and Party shall be construed accordingly)

**Payment Date** means each of:

- a. the date upon which the Goods are delivered to the Customer and
- b. either:
  - i. where the table headed "Equipment & Software (Rental)" in the Pricing Sheet indicates that the frequency of payments is monthly, the same date (as the date of delivery) in each subsequent calendar month (or part thereof) throughout the Finance Term or
  - ii. where the table headed "Equipment & Software (Rental)" in the Pricing Sheet indicates that the frequency of payments is quarterly, the same date (as the date of delivery) every third calendar month thereafter throughout the Finance Term

provided that if any Payment Date falls on a date that is not a Business Day then payment shall be due on the Business Day immediately preceding such date and if any Payment Date cannot be ascertained because there are insufficient days in a particular calendar month then payment shall be due on the last Business Day of such calendar month

- Pricing Sheet** means the document attached to this Addendum headed "Price and Payment Details" or, where such a document has not been attached, any document setting out details of the Funded Element and/or the term of hiring of the Goods that may be approved in writing by the Funder and the Customer from time to time
- Residual Value** means the amount (if any) that the Supplier assumed that the Goods would be worth at the expiry of the Finance Term when calculating the Funded Element
- Security** means a mortgage, charge, pledge, lien, assignment, guarantee, step-in or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
- Schedule** means the document attached to this Addendum headed "Schedule" or, where such a document has not been attached, any document bearing the agreement number shown at the top of this page setting out details of the Goods that may be approved in writing by the Funder and the Customer from time to time
- Supplier Services** means any and all services that the Supplier has agreed (or may from time to time agree) to provide to or arrange for the Customer pursuant to the terms of the Contract (including, but not limited to, the Installation Services)
- Subsidiary** means, in relation to any company, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and any company which would be a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time
- Finance Term** means the period commencing on the date of delivery of the Goods to the Customer and continuing for the term set out in the table headed "Equipment & Software (Rental)" in the Pricing Sheet
- Terms of Business** means the Supplier's terms of business as published on Access Networks Solutions Ltd.'s website ([www.accessnetworks.co.uk/terms.pdf](http://www.accessnetworks.co.uk/terms.pdf)) as at the date of the Agreement
- Total Loss** means where, in the opinion of the Supplier or the insurer, there is a total loss, constructive total loss or arranged total loss of the Goods
- a. Unless otherwise defined in this Addendum, words defined in the Terms of Business shall have the same meaning when used in this Addendum.
  - b. Except in clauses 53(h) and 54(a), in the definitions of "Installation Services" and "Supplier Services" and where otherwise indicated herein, references in this Addendum to the Supplier shall include the Supplier's assignees and successors in title.

## 51. Commencement and title

The Supplier agrees to hire and the Customer agrees to take on hire the Goods. The hiring shall start on the date the Goods were delivered to the Customer and, subject to earlier termination in accordance with the terms of the Contract, shall continue for the Finance Term.

## 52. Delivery and acceptance

- a. The Customer shall inspect the Goods upon delivery. Where the Goods and the Installation Services are satisfactory to the Customer, the Customer shall provide the Supplier with a signed certificate of acceptance (in a form and substance satisfactory to the Funder) in respect of the Goods and the Installation Services. In the event that the Goods are satisfactory but the Installation Services have not been performed to a satisfactory standard or at all, then the Customer shall provide the Supplier with a signed certificate of acceptance (in a form and substance satisfactory to the Funder) in respect of the Goods only.
- b. If the Customer fails to notify the Supplier in writing of any defect in the Goods and does not provide the Supplier with a certificate of acceptance referring to the Goods in accordance with clause 3(a) within 7 days of the delivery of the Goods, then the Customer shall be deemed warrant that:
  - i. the Goods have been delivered to the Customer in accordance with the terms of the Contract;
  - ii. it has inspected the Goods and they comply with their description in the Contract, are complete, in good working order and satisfactory and fit for the Customer's purpose in all respects; and
  - iii. the cancellation period under clause 4.1 of the Terms of Business has expired.
- c. If the Customer fails to notify the Supplier in writing of any issues with the performance of the Installation Services and does not provide the Supplier with a certificate of acceptance referring to the Installation Services in accordance with clause 52(a) within 7 days of the performance of the Installation Services, then the Customer shall be deemed warrant that:
  - i. the Installation Services have been fully performed and are satisfactory in every way;

- ii. the Installation Fee is due and payable by the Customer to the Supplier and the Customer shall pay such amount to the Funder on demand without any deduction, counterclaim, set-off or withholding; and
- iii. the cancellation period under clause 4.1 of the Terms of Business has expired.

### 53. Finance Charges

- a. The Finance Charges due from the Customer to the Supplier under the Contract include an element in respect of the provision of the Goods which shall be payable by the Customer by way of periodic payments of the Funded Element. The Funded Element shall be payable by the Customer to the Supplier in [advance] on each Payment Date throughout the Finance Term.
- b. The Installation Fee shall be due and payable by the Customer to the Supplier on demand following completion of the Installation Services.
- c. The Customer shall pay the Funded Element, Installation Fee and all other sums due under this Addendum (including, but not limited to, any amounts due under clauses 56 and 58) on their due dates without (subject to clause 53(f) any deduction, counterclaim, set-off or withholding.
- d. Without prejudice to the generality of clause 53(c), there shall not be any rebate or deferral of any payment due from or payable by the Customer under this Addendum during any period in which the Goods are not working, are not in the Customer's possession, are unserviceable or are unavailable for use for any reason.
- e. Without prejudice to the generality of clause 53(c) and subject to clause 56(a)(ii), the Customer's obligations to pay sums due or payable under this Addendum shall not be affected in any way by the loss, damage, theft, Total Loss of or any defect in the Goods, the non-performance or any sub-standard performance of any or all of the Supplier Services or any termination or suspension of the provision of the Supplier Services by the Supplier for any reason.
- f. If the Customer is required by law to make any deduction or withholding in respect of any payment due under this Addendum, the Customer shall increase the payment by an amount which, after making the required deduction or withholding, leaves the Supplier in the position it would have been in had the deduction or withholding not been required.
- g. All payments of the Funded Element and all other sums payable under this Addendum shall be paid by the Customer to the Supplier (to such account as the Supplier shall notify the Customer in writing from time to time) on their due dates irrespective of whether an invoice has been issued in respect of such amounts and notwithstanding any dispute in respect of such payment.
- h. The Customer acknowledges that the Supplier Services are not provided by the Funder and accordingly the Funded Element and all other sums payable under this Addendum shall be payable whether or not the Supplier Services are provided to the required standard or at all. In the event that the Supplier fails to provide the Supplier Services to the required standard or at all, then the Customer's recourse shall be against the Supplier rather than the Funder and the Customer shall not be entitled to treat the non-performance as a repudiation of the Contract or to terminate the Contract or the hiring of the Goods thereunder.

### 54 Exclusion of liability

- a. The Supplier may have advised the Customer regarding the Customer's [communications and technology requirements] and may have recommended certain items of equipment and software to the Customer (Consultancy Services). The Customer acknowledges that any Consultancy Services are provided by the Supplier and not the Funder and therefore the Funder is in no way responsible for the Consultancy Services. In the event that the Customer is not satisfied with any aspect of the Consultancy Services or the Goods, then its recourse shall be against the Supplier or the supplier of the Goods and not the Funder and the Customer's obligation to pay the Funded Element and other sums due under this Addendum shall not be affected in any way whatsoever.
- b. The Supplier agrees upon request and at the expense of the Customer to assign to the Customer during the Finance Term the benefit of all express warranties granted in favour of the Supplier by the supplier of the Goods, the manufacturer of them or any third party to the extent that the Supplier is entitled to do so.
- c. The Goods are not hired or supplied to the Customer with any representation, warranty, condition or undertaking (whether express or implied) concerning the condition, performance, quality, description, hiring, possession, state, transportation, suitability, use or fitness for purpose of the Goods or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise, and all such terms, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law.
- d. The Supplier gives no warranties that the Goods do not or that the Customer's use of the Goods will not infringe any patents, trademarks, registered designs, copyrights or intellectual property rights owned or possessed by any third party and the Supplier shall not be liable to the Customer for any loss suffered by the Hirer in any way as a result of any infringement.
- e. The Customer represents and warrants that it has obtained from the supplier of the Goods all representations, warranties and guarantees it requires in relation to the Goods (save as to title) including but not limited to their

quality, fitness for purpose and description.

- f. Nothing in the Contract shall exclude or limit the liability of the Supplier in relation to fraudulent misrepresentation or any death or personal injury arising from the negligence of the Supplier or its employees.
- g. Clause 9.2 of the Terms of Business shall not prejudice the provisions of this clause 5.

#### **55 Insurance**

- a. Risk in the Goods shall be borne by the Customer from the date on which the Goods are delivered to the Customer until the Goods are returned to or recovered by the Supplier.
- b. The Customer shall ensure that the Goods are insured (in the joint name of the Customer and the Funder and, except in relation to third party claims, with the Funder named as sole loss payee) without restriction or excess against:
  - i. all risks of loss or damage for their full replacement value; and
  - ii. third party liability for such amount as the Funder may require from time to time or, in the absence of any stipulation, for the amount which is prudent in all the circumstances.
- c. The Customer shall pay punctually all premiums due for the insurances required under clause 55(b) and, at the request of the Supplier, produce to the Supplier the related policy or policies together with evidence of payment of the premiums. If the Customer fails to do so or if the insurance is inadequate, the Supplier may (but is under no obligation to) pay the relevant premium or effect the insurance required and the Customer shall reimburse the Supplier on demand the cost of doing so.

#### **56 Total Loss and damage to the Goods**

- a. The Customer shall inform the Supplier in writing immediately upon the confiscation of or any loss of or damage to the Goods. If the Goods are subject to a Total Loss at the option of the Supplier:
  - i. within [28] days of the occurrence giving rise to the Total Loss, the Customer shall replace the Goods at its own expense with goods of the same specification, age and condition. Any replacement goods shall become the property of the Supplier and shall be deemed to be Goods for the purposes of the Contract. The Customer shall do anything necessary to ensure that any replacement goods become the property of the Supplier; or
  - ii. on the expiry of [28] days after the occurrence giving rise to the Total Loss, the Customer shall pay to the Supplier an amount equal to the sum calculated under clause 58 as if the Supplier had been entitled to terminate and had terminated the hiring of the Goods under clause 8(a) on the date of the occurrence giving rise to the Total Loss save that in the calculation of the sum due under clause 9, the Customer shall be given credit for the amount of the insurance money (if any) received by the Funder under the policy or policies maintained pursuant to clause 55(b) and following such payment the hiring of the Goods pursuant to the Contract shall terminate and the Customer shall thereafter be released from its obligation to make further payments of Funded Element in respect of the Goods.
- b. The amount payable pursuant to clause 56(a)(ii) shall be paid together with interest on it calculated in accordance with clause 62(c) from the date of the occurrence giving rise to the Total Loss until the date of payment.
- c. If loss or damage occurs that does not amount to a Total Loss, the Customer shall promptly make good the loss or damage. The Customer shall apply any insurance monies paid in respect of the loss or damage in making good the loss or damage and, at the request of the Supplier, or the Funder, and at the Customer's expense, assign to the Funder all the Customer's rights, benefits and claims under any relevant insurance policy.

#### **57 Default or breach**

- a. Without prejudice to the Supplier's right to arrears of Finance Charge or other sums due or for damages for breach of the Contract, the Supplier may, after giving any notice required by law, terminate the hiring of the Goods under the Contract if:
  - i. the Customer fails to pay any payment of the Funded Element or other sum due under this Addendum by its due date;
  - ii. the Customer fails to comply with or breaches any other provision of the Contract and, where such breach is capable of remedy, fails to remedy the same within 7 days of a notice from the Supplier requiring its remedy;
  - iii. the Customer fails to pay any sum due under or breaches the terms of any other agreement in force between it and the Supplier or any member of the Supplier's Group or any loan, lease, debt or security agreement in force between the Customer and any other party;
  - iv. the Customer does or allows to be done any act or thing that may prejudice or endanger the Supplier's property or rights in the Goods;
  - v. the Customer is unable to pay its debts as they fall due;
  - vi. the Customer is liquidated or wound up or has a petition for winding up presented against it or passes a resolution for voluntary winding up (otherwise than in the course of a reconstruction approved by the

Supplier);

- vii. any steps are taken to appoint an administrator or administrative receiver over the Customer or to appoint a receiver over any of the Customer's assets;
  - viii. the Customer convenes any meeting of all or any of its creditors or makes a deed of assignment or arrangement or otherwise compounds with all or any of its creditors;
  - ix. any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied upon the goods of or in possession of the Customer (or in Scotland any form of diligence is done or threatened by a third party affecting the Goods);
  - x. the Customer abandons the Goods;
  - xi. there is, in the opinion of the Supplier, a material adverse change in the financial position or business of the Customer;
  - xii. there is any change in the control, ownership or shareholding of the Customer or any Holding Company of the Customer from that existing at the date of the Agreement;
  - xiii. the Customer, being a partnership, is dissolved or proceedings for its dissolution are commenced;
  - xiv. the Customer is likely to be dissolved, de-constituted, reconstituted or abolished or is likely to cease or ceases to exercise its powers or an extraordinary audit or report is proposed, prepared or carried out by the Audit Commission or the Controller of Audit; or
  - xv. the liabilities of the Customer are transferred to another body.
- b. Where either Party terminates the Contract and/or the hiring of the Goods thereunder in accordance with the terms of the Contract, the Supplier's consent to the Customer's possession of the Goods shall determine immediately and the Supplier may take possession of the Goods.
  - c. The hiring of the Goods under the Contract and the Customer's obligation to pay each Funded Element and any other sum payable under this Addendum shall not be affected in any way in the event that the provision of any or all of the Supplier Services under the Contract is terminated or suspended for any reason.

#### **58 Consequences of termination**

Immediately upon cancellation or termination of the Contract and/or the hiring of the Goods thereunder for any reason (including, but not limited to, cancellation or termination by the Customer):

- a. the Customer shall immediately cease using the Goods and shall remove any software and data from any equipment comprised within the Goods and the Supplier shall be authorised to switch off any software previously supplied to the Customer under the Contract or otherwise render such software inoperable by such legitimate means as are available to the Supplier and the Supplier may cease to provide any services to the Customer in respect thereof;
- b. save where the hiring has been terminated under clause 56(a)(ii) due to the occurrence of a Total Loss, the Customer shall return the Goods at the Customer's expense and to such location in the UK as the Supplier shall specify in writing to the Customer;
- c. the Customer shall pay to the Funder the aggregate of:
  - i. all arrears of Funded Element and other sums due under this Addendum;
  - ii. a sum equal to all the payments of Funded Element that would have been payable during the remainder of the Finance Term (in the absence of any early termination) less a discount on each such payment at the rate of 2% a year from the date of termination to the date the payment would (but for the termination) have been due;
  - iii. all costs, expenses and losses incurred by the Supplier and/or the Funder in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the its investment in the Goods;
  - iv. damages for any breach of the Contract and all expenses and costs incurred by the Supplier in retaking possession of and selling or attempting to sell the Goods and enforcing its rights under the Contract and in restoring the Goods to the condition required by the Contract; and
  - v. where the Goods are not returned to or recovered by the Supplier for any reason, the Residual Value of the Goods (if any) as certified by the Supplier (and in the absence of manifest error, the Supplier's certificate as to the Residual Value shall be binding on the Customer).

#### **59 Indemnities**

To the fullest extent permitted by law, the Customer shall indemnify the Supplier and keep the Supplier indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by the Supplier:

- a. by reason of any failure or alleged failure by the Customer to comply with any of its obligations under the Contract;
- b. by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use,



- operation, removal, return, sale or disposal of the Goods or any defect of the Goods;
- c. in respect of all loss or damage to the Goods (insofar as the Supplier shall not be reimbursed for the same out of any proceeds of insurance in respect of the Goods) occurring at any time before the Goods are redelivered to or recovered by the Supplier regardless of the cause of the loss or damage; and
  - d. in respect of the affixation or removal of the Goods to or from the land or buildings at which they are located.

This clause 10 shall continue in full force and effect for a period of 5 years following termination of the Contract and/or the hiring of the Goods thereunder.

#### **60 Expiry of the Finance Term**

On the expiry of the Finance Term:

- a. the Supplier may (but shall not be obliged to) permit the Customer to continue to hire the Goods for such rent and for such additional period as may be agreed between the Parties;
- b. the Supplier may notify the Customer in writing that the Supplier requires the Customer to return the Goods and immediately following receipt of such request the Customer shall return the Goods at the Customer's expense and to such location in the UK as the Supplier shall specify.

#### **61 Covenants**

- a. The Customer shall not sell, offer for sale, assign, mortgage, pledge, charge, underlet, lend or otherwise deal with the Goods or any interest in them or the Contract nor allow the creation or subsistence of any Security over them in favour of a third party and shall protect the Goods against repossession, distress, execution or seizure (or in Scotland, any form of diligence).
- b. Where the Goods include software, the Customer shall ensure that throughout the Finance Term it holds all software licences necessary for the use and operation of such software, complies with the terms of such software licences and hereby indemnifies the Supplier against any claim made against it for breach of such software licences. The Supplier does not licence the software that forms part of the Goods and is not liable for any failure of any such software.
- c. The Customer shall ensure the Goods are used in a skilful and proper manner and in accordance with all applicable laws and regulations.
- d. The Supplier may disclose to the Funder such confidential information relating to the Goods, Supplier Services and/or the Contract as the Funder requires for the purpose of considering the proposed assignment of the Contract and thereafter for administering the Contract.
- e. where required by the Supplier, the Customer shall obtain a waiver in a form approved by the Supplier from any landlord or mortgagee of the premises where the Goods are from time to time or any holder of Security from the Customer acknowledging the Funder's interest in the Goods and agreeing to allow the Supplier and/or the Funder and their agents access to the Goods for the purpose of inspection and to sever or remove the Goods from the premises and not to repossess, seize or exercise any form of distress or execution (or in Scotland, any form of diligence) against the Goods (whether or not any part of the Goods shall be affixed to the premises or relevant land).

#### **62 Miscellaneous**

- a. The Supplier shall be entitled to assign or transfer all or any of its rights under this Addendum and/or the Contract to any party (including, but not limited to, the Funder) without the consent of the Customer. The Customer shall not assign, transfer, hold on trust or otherwise dispose of any of its rights and/or obligations under this Addendum or the Contract.
- b. If there is any conflict between the terms of this Addendum and the terms of the Agreement or any other document or agreement between the Parties, then the terms of this Addendum shall prevail. Save as varied by this Addendum, the terms of the Agreement shall continue in full force and effect.
- c. The Customer shall pay interest on all overdue sums under this Addendum calculated on a daily basis from the due date until payment (both before and after judgment) at the rate of 5% per year over the base rate of the Bank of England from time to time.
- d. No party that is not a Party or the Funder shall have any rights under this Addendum or the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.
- e. Where the Customer comprises more than one person, each person shall be jointly and severally liable under the Contract.
- f. The Agreement and this Addendum constitute the entire agreement between the Parties in relation to the Goods and the Installation Services.
- g. The Parties shall not amend the terms of the Contract (including, but not limited to, the Terms of Business) or (without prejudice to clause 62(f)) any other agreement relating to the Goods or the Installation Services or change the Funded Element without the Funder's prior written consent.
- h. This Addendum and the Contract (and any non-contractual obligations arising out of or in connection with them)

shall be governed by and construed with the laws of England and the Parties submit to the exclusive jurisdiction of the courts of England to settle any disputes (including any non-contractual disputes) arising out of or in connection with them.

**Signature & Declaration - Finance Arrangements**

Customer		Agreement/Contract Number	
Address			
		Post Code	

**DECLARATION**

- a. I have read clauses 51 to 62.
- b. I am authorised by the company to sign this 'Agreement to Finance' on their behalf and to bind the company to Access Networks Solutions Ltd. terms and conditions.

<i>Signature</i>	<i>Print Name</i>
Access Networks Solutions Ltd. Agreement - v2013.012	Date Issued to Customer

**FOR AND ON BEHALF OF ACCESS NETWORKS SOLUTIONS LTD.**

<i>Director</i>	<i>Print Name</i>
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## Terms & Conditions for On Site Engineer

The following terms and conditions, specific to **On Site Engineer** will, combined with clauses 1 to 18, form the Agreement for **On Site Engineer**.

### On Site Engineer : Definitions

<b>SE</b>	Service Engineer
<b>Service Charges</b>	means the charges for the services described in the OSE Schedule and/or as maybe varied from time to time
<b>Service Managers</b>	means the respective Service Managers of both parties
<b>Services</b>	means the services described in the OSE Schedule as maybe varied from time to time

### 63. On Site Engineer : Services

#### 63.1 Supply of Services

We will provide the SE to undertake and deliver the Services to You with effect from the Effective Date and for the duration of this Agreement in accordance with the provisions of this Agreement as maybe varied and agreed by the parties from time to time.

#### 63.2 Service Levels

- 63.2.1 Where any Service is stated in the OSE Schedule to be subject to a specific Service Level, We will provide that Service with reasonable skill and care.
- 63.2.2 As existing Services are varied and/or new Services are added, Service Levels for the same shall be determined by the parties and included within the OSE Schedule.

#### 63.3 Service Managers

- 63.3.1 Each party will appoint a Service Manager to act as the designated representative of that party, with day to day responsibility for the performance of their appointer's obligations under this Agreement.
- 63.3.2 The Service Managers shall act as the principal point of contact between the parties and shall meet as often as is appropriate for the fulfilment of the parties' obligations under this Agreement.
- 63.3.3 The Service Managers shall be the first point of conflict/issue resolution, and in the event of any such matter remaining irreconcilable will escalate the matter to senior levels at their offices.

### 64. On Site Engineer : Personnel Engaged in the Provision of the Services

- 64.1 In the provision of the Services, We will provide one or more SE(s) on site, the hours and duties of such personnel to be agreed from time to time by the parties.
- 64.2 SE will be an employee of Us and governed by the offer letter (terms of employment with Us). However, for all day to day activities the SE will report to Your Service Manager.
- 64.3 The duties of the SE and any temporary or permanent SE will be limited to Services set out in the OSE Schedule.
- 64.4 We agree to Your participation in the selection and vetting process before any SE is placed at Your premises.
- 64.5 SE can take planned leave only after discussion and agreement with Your Service Manager and Our Service Manager and/or Our service desk.
- 64.6 In the event of Sick leave, SE will inform Your Service Manager and Our service desk no later than 10.00 AM and should give details of their sickness.
- 64.7 Whenever it becomes necessary We will make the arrangements for a replacement SE in a reasonable and timely fashion and will inform Your Service Manager accordingly.
- 64.8 If You, at any time, require the SE to undergo a specific training to support their operations, all costs pertaining to the training will be borne by You and We will have no objection to such training. Whilst the SE is participating in any such training program/course We, subject to reasonable advance notification, will organise a replacement SE, however this will incur additional charges as a rated proportion of the normal SE charges applicable to this agreement.
- 64.9 We will comply (and will procure that Our employees observe and abide by ;
- 64.9.1 Your premises security policy;
- 64.9.2 Your health and safety policy; and
- 64.9.3 All other reasonable policies which apply to persons permitted access to Your premises, provided such policies have been notified in advance to Us in writing. In any event, We shall at all times comply with applicable statutory and regulatory health and safety requirements.
- 64.10 The SE will maintain a log of all events and activities on daily basis and will submit a monthly report to You

and Us.

64.11 Work appraisals of the SE will be undertaken by You with input from Our Service Manager.

64.12 If the SE(s) referred to in clause 65.1 are reasonably deemed by You to not be reasonably fulfilling their duties, You may request that We replace such personnel, provided that ;

64.12.1 You have first given Us written notice of any intention to exercise its right under this clause; and

64.12.2 You have given Us a reasonable opportunity to remedy Your concerns.

#### **65. On Site Engineer : Your Obligations**

65.1 You will be responsible for the cost, provision and training of the SE in respect of any work or duties You require the SE to undertake and for which he/she is not appropriately or adequately qualified.

65.2 If You require the SE to travel on business purposes (other than to and from the base location), the SE will be governed by Your travel policy. Your Service Manager shall brief the SE about Your travel policy (including travel, subsistence, insurance, claim procedures etc..) and will assist the SE in any required advance payment and/or reimbursements.

65.3 Under the terms of this agreement You are not obliged to procure any IT equipment or other services from Us or any of Our associated companies.

65.4 Both parties shall at their own expense execute all documents and do all acts and things reasonably required to give effect to the terms of this Agreement and shall provide access to all information and documentation which is within their possession which is reasonably required by them to enable them to fulfil their obligations, subject always to compliance with any and all applicable legislation.

65.5 You will put in place and maintain Employer's and Public liability insurance throughout the Term of this Agreement and will on request provide evidence of same should We ask to see it.

#### **66. On Site Engineer : Service Charges and Payments**

66.1 In consideration of the provision of the Services by Us, You will pay to Us the Service Charges at the rate and/or in the amounts specified in the OSE Schedule.

66.2 You will pay all Service Charges within 15 days of the date of Our invoice.

66.3 Unless otherwise stated all prices exclude Value Added Tax (VAT) at the prevailing rate at the date of Invoice.

66.4 If You fail to pay any charges under this or any other agreement between the parties;

66.4.1 We will be entitled to charge You interest on the overdue amount at the rate of 5 per cent per annum above the then prevailing Bank of England minimum lending rate. Any such interest shall be payable from the due date up to the date of actual payment.

66.4.2 As an alternative to charging interest in accordance with clause 66.4.1, We may at Our discretion, and without prejudice to any other remedy, suspend performance of the Services and/or withhold any deposit specified in the OSE Schedule until all amounts due have been paid in full.

#### **67. On Site Engineer : Termination by You**

67.1 You must give Us a minimum of 90 days' advance notice in writing

67.2 Termination only becomes effective once We have confirmed receipt of Your request in writing. Confirmation will usually be given within 7 working days following receipt of Your instructions.

67.3 Any notice under the agreement must be made in writing and delivered by hand or sent by post to Us.

67.4 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2 up to and including the date We have confirmed as being the expiry of the notice period as stipulated in clause 4.

#### **68. On Site Engineer : Changes to the Service**

68.1 Any changes to the Service provided by this agreement must be agreed by both parties and confirmed by Us by the issue of an addendum to the OSE Schedule

68.2 Changes to the Service maybe subject to additional charges.

### On Site Engineer - OSE Schedule

Contract Period Start Date < dd/mm/yyyy > No. Months < 99 > End Date < dd/mm/yyyy >

Your Service Manager will be	Name :	
	Email Address :	
	Mobile Phone :	

Our Service Manager will be	Name :	
	Email Address :	
	Mobile Phone :	

First SE <b>Working Days, Times and Hours</b>	Which Weekdays ?	
Break periods (e.g. lunch) must be permitted in compliance with the prevailing employment legislation	Start Time	
	End Time	
First SE <b>Weekend &amp; Public Holiday Working</b>	Which days ?	
Break periods (e.g. lunch) must be permitted in compliance with the prevailing employment legislation	Start Time	
	End Time	
	Hourly Rate (£)	

- i. In the event of there being more than one SE, each SE's working hours MUST be shown separately.
- ii. The hourly rate for Weekend & Public Holiday working MUST be shown, even if there are no plans for the SE to work such hours.

Charges	Frequency	Amount	Total Payable in Contract Period
	Deposit	£	£
	Annual	£	£
	Quarterly	£	£
	Monthly	£	£
<b>Overall Total Payable</b>			£

Date Added	Duties/Responsibilities *	Training Required ?	Additional Information Attached ?

\* Use additional sheets as required