

**MIDPOINT COMMUNICATIONS LIMITED**  
**Terms and Conditions**

Version : 06.26

Effective Date: 1<sup>st</sup> June 2026

*This document replaces all previous versions of Midpoint Communications Limited Terms & Conditions.*

The terms of this contract apply to all of Midpoint Communications Limited's customers. By using any of our services or any equipment provided by us, you are confirming agreement to the terms of this Agreement so you should read this document carefully.

This Agreement covers the provision of phone, broadband and mobile Services by Midpoint Communications Limited to you (referred to as "the Customer", "End User", or "User") (and any other Services we agree to provide to you under this Agreement). "Midpoint", "we", "us", or "our" means Midpoint Communications Limited.

The Agreement shall comprise the following:

- Order
- Product Terms, Service Schedules and applicable policies
- These Conditions
- The Service Agreement and any verbal, written or electronic acceptance of Services.

The Terms are divided into the following sections:

**PART A – GENERAL TERMS AND CONDITIONS**

1. Definitions
2. Contract Formation
3. Provision of Services
4. Customer Obligations
5. Charges and Payment
6. Contract Term, Renewals and Price Changes
7. Changes to Services
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10. Early Termination Charges
11. Number Porting and Switching
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**PART B – PRODUCT TERMS**

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# PART A

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the meanings set out below:

**Agreement** means the contract between Midpoint Communications Limited and the Customer comprising the Service Agreement, these Terms and Conditions, any applicable Service Schedule, Order Confirmation and any document expressly incorporated by reference.

**Authorised Contact** means any individual authorised, or reasonably appearing to be authorised, to act on behalf of the Customer in relation to the Services.

**Business Day** means any day other than a Saturday, Sunday or public holiday in England.

**Cease** means the permanent disconnection of a Service.

**Charges** means all fees, costs, rental charges, call charges, usage charges, installation charges, termination charges, cease charges, hardware charges and any other amounts payable by the Customer under the Agreement.

**Contract** means the legally binding agreement between Midpoint and the Customer for the provision of Services and/or Equipment.

**Customer** means the person, partnership, company, organisation or other entity receiving Services from Midpoint.

**Equipment** means any hardware, router, handset, SIM card, device or other equipment supplied by Midpoint.

**Force Majeure Event** means any event beyond the reasonable control of a party, including but not limited to acts of God, flood, fire, storm, pandemic, industrial dispute, supplier failure, network outage, governmental action or regulatory intervention.

**Gaining Provider** means the communications provider to whom the Customer transfers a Service.

**Installation Date** means the date on which Equipment or Services are installed or provisioned.

**Legacy Services** means PSTN, ISDN, WLR and any other telecommunications service designated by Midpoint as being subject to industry withdrawal, replacement or end-of-life programmes.

**Live Date** means the date on which a Service becomes active and available for use by the Customer.

**Losing Provider** means the communications provider from whom a Service is transferred.

**Midpoint** means Midpoint Communications Limited, registered in England and Wales under company number 10290088, whose registered office is Challenge House, Sherwood Drive, Bletchley, Milton Keynes, MK3 6DP.

**Minimum Contract Term** means the minimum period for which the Customer has agreed to receive a Service, as specified in the Service Agreement or Order Confirmation.

**Network** means any telecommunications network used to provide the Services, including networks operated by third-party suppliers.

**Notice** means a notification provided in accordance with the Notice provisions of this Agreement.

**Order Confirmation** means any written confirmation issued by Midpoint confirming the Services ordered, amended, renewed, upgraded or transferred.

**Premises** means the location at which the Services are provided.

**Service** means any telecommunications, internet, broadband, hosted telephony, VoIP, mobile, connectivity, equipment rental, maintenance, support or related service supplied by Midpoint.

**Service Agreement** means the document, whether completed electronically or otherwise, setting out the commercial details of the Services being supplied.

**Service Schedule** means any Product Terms, service-specific terms, policy, support policy, service description, Price Guide or supplementary terms published by Midpoint from time to time.

**Termination** means the ending of a Service or Contract for any reason, including transfer, cease, expiry, breach or mutual agreement.

**Termination Charges** means any charges payable by the Customer following termination of a Service, including early termination charges, supplier charges, cease charges, discount recovery charges and any other applicable costs.

**Third-Party Supplier** means any supplier, carrier, network operator, wholesaler or service provider used by Midpoint in delivering the Services.

### 2. CONTRACT FORMATION

2.1. The Agreement between Midpoint and the Customer shall comprise:

- a) the Service Agreement;
- b) these Terms and Conditions;
- c) any applicable Service Schedule;
- d) any Order Confirmation;
- e) any quotation accepted by the Customer; and
- f) any other document expressly incorporated by reference.

2.2. A Contract may be formed by any of the following methods:

- a) execution of a Service Agreement;
- b) verbal acceptance by the Customer;
- c) acceptance by email;
- d) acceptance through an electronic signature platform;
- e) written instruction to proceed;
- f) activation of a Service;
- g) continued use of a Service; or
- h) any other action indicating the Customer's agreement to proceed with the provision, transfer, renewal, upgrade, modification or continuation of a Service.

2.3. Where the Customer verbally instructs Midpoint to provide, transfer, renew, upgrade, modify or continue a Service, and Midpoint acts upon those instructions, a legally binding Contract shall exist whether or not a Service Agreement has subsequently been signed.

2.4. Continued use of any Service following activation, renewal, upgrade, modification or transfer shall constitute acceptance of the Agreement, all applicable Charges and any associated Minimum Contract Term.

- 2.5.** Midpoint may rely upon instructions received from any individual who reasonably appears to have authority to act on behalf of the Customer, including directors, owners, partners, employees, office managers, administrators or any other person ordinarily involved in the management or administration of the Customer's Services.
- 2.6.** Electronic signatures, digital signatures and online acceptance methods shall have the same legal effect as handwritten signatures.
- 2.7.** The Customer warrants that it has the authority to enter into the Agreement and bind the business, organisation or person named on the Service Agreement.
- 2.8.** The Customer acknowledges that the Services are primarily intended for business use. Where the Customer is acting as a consumer, nothing in this Agreement shall exclude or restrict any statutory rights that cannot lawfully be excluded or restricted.
- 2.8.1.** Where the Customer is acting in the course of a business, trade or profession, no statutory cooling-off period shall apply unless otherwise required by law.
- 2.9.** Any quotation issued by Midpoint is valid for a period of 28 days from the date of issue unless otherwise stated in writing.
- 2.10.** Midpoint reserves the right to withdraw, amend or reissue any quotation, proposal or Service Agreement prior to acceptance by the Customer.
- 2.11.** To the extent that there is any delay or failure in the provision of one Service, this shall not entitle the Customer to terminate any other Service supplied under the Agreement.
- 2.12.** In the event of any conflict between these Terms and Conditions, a Service Schedule, an Order Confirmation or a Service Agreement, the following order of precedence shall apply:
- a) Service Agreement;
  - b) Order Confirmation;
  - c) Service Schedule;
  - d) these Terms and Conditions.
- 2.13.** The Agreement constitutes the entire agreement between Midpoint and the Customer and supersedes any previous discussions, negotiations, representations or understandings relating to the Services.

### **3. PROVISION OF SERVICES**

- 3.1.** Midpoint shall use reasonable endeavours to provide the Services in accordance with the Agreement.
- 3.2.** Any Installation Date, Live Date, activation date, transfer date or delivery date provided by Midpoint is an estimate only and shall not be of the essence of the Agreement.
- 3.3.** The Customer acknowledges that the provision of Services may be dependent upon Third-Party Suppliers, network operators, carriers, landlords, local authorities, site surveys, wayleave agreements, engineering works and other factors outside Midpoint's reasonable control.
- 3.4.** Midpoint shall not be liable for any delay in the provision, installation, activation, transfer, modification or repair of a Service where such delay arises from:
- a) the actions or omissions of a Third-Party Supplier;
  - b) customer delay;
  - c) site access restrictions;
  - d) wayleave delays;
  - e) regulatory requirements;
  - f) network availability; or
  - g) any other circumstance beyond Midpoint's reasonable control.
- 3.5.** A delay in the provision of one Service shall not entitle the Customer to terminate any other Service provided under the Agreement.
- 3.6.** Midpoint may occasionally interrupt, suspend, modify or restrict a Service where reasonably necessary for:
- a) maintenance;
  - b) upgrades;
  - c) security;
  - d) fault resolution;
  - e) regulatory compliance; or
  - f) operational requirements.
- 3.7.** Where reasonably practicable, Midpoint shall provide advance notice of any planned interruption to a Service.
- 3.8.** The Customer shall provide all information, permissions, consents and access reasonably required for Midpoint and its suppliers to provide the Services.
- 3.9.** Where installation, activation or provision of a Service is delayed due to the Customer's actions, omissions or failure to provide required information, Midpoint reserves the right to recover any reasonable costs incurred, including any supplier charges.
- 3.10.** Midpoint may act on the Customer's behalf in dealings with Third-Party Suppliers where reasonably necessary to provide, maintain, transfer, renew, modify or cease the Services.
- 3.11.** Midpoint shall comply with all applicable laws and regulatory obligations relevant to the provision of the Services.
- 3.12.** Midpoint may disclose information relating to the Services where required by law, regulation, court order, law enforcement agency or regulatory authority.

### **4. CUSTOMER OBLIGATIONS**

- 4.1.** The Customer shall:
- a) cooperate with Midpoint in all matters relating to the Services;
  - b) provide all information reasonably requested by Midpoint and ensure such information is accurate, complete and up to date;
  - c) promptly notify Midpoint of any changes to its contact details, billing details, ownership, trading status, authorised contacts or service requirements;
  - d) provide access to Premises, Equipment and facilities where reasonably required for the provision, maintenance, repair or removal of Services;
  - e) obtain and maintain all permissions, licences, approvals, landlord consents and wayleave agreements required for the provision of the Services;

- f) comply with any reasonable instructions issued by Midpoint relating to the provision, maintenance, fault diagnosis, security or operation of the Services;
- g) maintain suitable and compatible equipment, software, cabling, power supplies and network infrastructure not supplied by Midpoint;
- h) keep all usernames, passwords and security credentials secure;
- i) notify Midpoint immediately upon becoming aware of any unauthorised access, security breach or misuse of the Services;
- j) ensure that all persons using the Services comply with the Agreement.

**4.2.** The Customer authorises Midpoint to communicate and act on its behalf with Third-Party Suppliers where reasonably necessary to provide, maintain, transfer, renew, modify or cease Services.

**4.3.** The Customer shall be responsible for all use of the Services, whether authorised by the Customer or not, unless such use arises directly from the negligence or fault of Midpoint.

**4.4.** The Customer shall not:

- a) use the Services for any unlawful, fraudulent, abusive, offensive or harmful purpose;
- b) use the Services in a manner which may impair, damage or disrupt any network or service;
- c) knowingly transmit viruses, malware or other harmful software;
- d) attempt to gain unauthorised access to any network, system or service;
- e) use the Services in a manner inconsistent with applicable law or good commercial practice.

**4.5.** Midpoint reserves the right to recover any reasonable costs, charges, supplier fees or engineering charges incurred as a result of:

- a) inaccurate information provided by the Customer;
- b) failure by the Customer to comply with the Agreement;
- c) missed appointments;
- d) failure to provide access to Premises;
- e) customer-caused delays; or
- f) misuse of the Services.

**4.6.** The Customer warrants that it has the authority to enter into the Agreement and to authorise Midpoint to provide the Services.

**4.7.** The Customer shall not resell any Service unless expressly authorised by Midpoint in writing.

## **5. CHARGES AND PAYMENT**

**5.1.** The Customer shall pay all Charges due under the Agreement in accordance with the payment terms specified by Midpoint.

**5.2.** Charges may include, but are not limited to:

- a) recurring monthly service charges;
- b) call and usage charges;
- c) installation charges;
- d) hardware charges;
- e) engineering charges;
- f) cease charges;
- g) termination charges;
- h) administrative charges; and
- i) any other charges properly incurred under the Agreement.

**5.2.1.** Where a Third-Party Supplier, network operator, carrier or service provider imposes any charge, fee, penalty, cancellation charge, cease charge, engineering charge, missed appointment charge, abortive visit charge, administration charge or similar cost in connection with the Customer's Services, Midpoint reserves the right to recover such charges from the Customer.

**5.2.2.** The Customer acknowledges that certain Charges are determined by Third-Party Suppliers and may vary from time to time.

**5.2.3.** Midpoint shall not be responsible for any increase in Charges imposed by a Third-Party Supplier and reserves the right to pass such Charges on to the Customer where reasonably applicable.

**5.3.** Unless otherwise agreed, recurring service charges shall be invoiced monthly in advance and usage charges shall be invoiced monthly in arrears.

**5.4.** Invoices shall be issued electronically unless the Customer specifically requests paper invoices.

**5.4.1.** Midpoint reserves the right to charge a reasonable administration fee for paper invoices.

**5.5.** Payment shall be made by Direct Debit unless otherwise agreed by Midpoint in writing.

**5.6.** The Customer shall ensure that sufficient funds are available on the payment date.

**5.7.** Where a Direct Debit collection fails:

- a) Midpoint may charge the greater of:
  - i. the costs reasonably incurred by Midpoint as a result of the failed collection; or
  - ii. £10.00 plus VAT;
- b) Midpoint may re-attempt collection;
- c) Midpoint may suspend or restrict Services;
- d) any resulting supplier charges may be passed to the Customer.

**5.8.** The Customer shall remain responsible for all Charges whether the Services are used by the Customer, its employees, agents or any third party using the Services with or without the Customer's authority.

**5.9.** If the Customer disputes an invoice, the Customer must notify Midpoint promptly and provide reasonable details of the dispute.

**5.9.1.** The undisputed portion of the invoice shall remain payable in accordance with the payment terms.

**5.9.2.** Midpoint shall investigate any genuine billing dispute and make any necessary adjustment where appropriate.

**5.10.** If any invoice remains unpaid after its due date, Midpoint may:

- a) apply late payment charges;
- b) suspend or restrict Services;
- c) refuse new orders, upgrades or modifications;
- d) refer the debt to a third-party collection agency;
- e) commence legal proceedings; and

f) recover all reasonable recovery costs.

**5.11.** Midpoint reserves the right to recover from the Customer all reasonable costs incurred in recovering overdue sums, including:

- a) debt collection agency fees;
- b) tracing agent fees;
- c) legal costs;
- d) court fees;
- e) enforcement costs; and
- f) administrative costs.

**5.12.** Midpoint may charge statutory interest and compensation on overdue commercial debts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**5.13.** Where a Direct Debit, card payment, bank transfer or other payment is reversed, charged back, disputed or otherwise recovered after Services have been supplied, Midpoint reserves the right to:

- a) immediately recover the outstanding amount;
- b) recover any bank charges, supplier charges or administrative costs incurred;
- c) suspend or restrict Services pending payment; and
- d) recover any reasonable debt recovery costs incurred.

**5.14.** Termination invoices, cease invoices and final invoices shall become due immediately upon issue unless otherwise stated.

**5.15.** The closure, sale, transfer, insolvency, dissolution, administration, liquidation or cessation of a business shall not remove the Customer's liability to pay Charges due under the Agreement.

**5.16.** Where the Customer is an individual and becomes deceased, any outstanding Charges shall remain payable by the Customer's estate in accordance with applicable law.

**5.17.** Services may remain chargeable during any period of suspension, restriction, notice period or contractual commitment.

**5.18.** The Customer shall remain liable for all Charges incurred up to the date Services are terminated, transferred or ceased, including any applicable notice charges, termination charges, recovery charges and supplier charges, regardless of whether the Customer has ceased trading, sold the business, vacated the Premises, transferred ownership or entered insolvency proceedings.

## **6. CONTRACT TERM, RENEWALS AND PRICE CHANGES**

**6.1.** Each Service shall commence on its Live Date and continue for the applicable Minimum Contract Term specified in the Service Agreement, Order Confirmation or other written confirmation issued by Midpoint.

**6.2.** Unless otherwise stated in writing, each Service shall have its own Minimum Contract Term and may be subject to different renewal dates and contractual commitments.

**6.3.** Where a Customer orders additional Services during an existing contractual period, Midpoint shall notify the Customer whether:

- a) the additional Service will have its own separate Minimum Contract Term; or
- b) the additional Service will align with and renew the existing contractual term.

**6.4.** Midpoint may offer upgrades, renewals, migrations, technology replacements, service modifications or promotional changes during the contractual period.

**6.5.** Unless otherwise agreed in writing, any upgrade, renewal, migration, service modification, technology replacement or additional Service accepted by the Customer may result in:

- a) a new Minimum Contract Term applying to the affected Service; or
- b) an extension of the existing Minimum Contract Term.

**6.5.1.** Midpoint shall notify the Customer of any new or revised Minimum Contract Term at the time the order is accepted or confirmed.

**6.6.** Any revised term shall be confirmed in writing by Midpoint through an Order Confirmation, Service Agreement, renewal confirmation or other written communication.

**6.7.** Midpoint shall endeavour to provide advance notice of the expiry of a Minimum Contract Term.

**6.8.** Failure by Midpoint to issue a renewal reminder shall not invalidate any contractual commitment, renewal, notice period or Minimum Contract Term.

**6.9.** Certain business customers may be offered automatic renewal provisions. Any such provision shall be expressly stated within the applicable Service Agreement.

**6.10.** Where an automatic renewal provision applies:

- a) the renewal term shall be specified within the Service Agreement;
- b) Midpoint shall use reasonable endeavours to issue renewal reminders before expiry of the Minimum Contract Term; and
- c) the renewed term shall become binding unless notice is received in accordance with the Agreement.

**6.11.** Midpoint reserves the right to increase Charges during the Agreement.

**6.12.** Midpoint may increase recurring Charges each year by an amount equal to the Consumer Prices Index (CPI) rate published by the Office for National Statistics for the relevant period plus up to 3.9%.

**6.13.** If the applicable CPI figure is negative, Midpoint may apply an increase of up to 3.9%.

**6.14.** Any annual price increase applied under clause 6.12 shall not constitute a contractual change giving rise to a right of termination.

**6.15.** Midpoint may also vary Charges where required due to:

- a) supplier price increases;
- b) regulatory changes;
- c) taxation changes;
- d) changes in law;
- e) changes to third-party network costs; or
- f) material changes to the Services requested by the Customer.

**6.16.** Midpoint shall provide reasonable notice of any material price changes where required by law or regulation.

**6.17.** The Customer acknowledges that promotional pricing, discounts, credits and special offers may be subject to separate terms and may expire during or at the end of the Minimum Contract Term.

## **7. CHANGES TO SERVICES**

**7.1.** The Customer may request changes to the Services at any time.

**7.2.** Requested changes may include, but are not limited to:

- a) additions to Services;
- b) removal of Services;
- c) upgrades;
- d) downgrades;
- e) relocation of Services;
- f) changes to Equipment;
- g) changes to users, licences or connections; and
- h) technology migrations or replacement services.

**7.3.** Midpoint shall not be obliged to accept any requested change.

**7.4.** Where Midpoint agrees to a requested change, Midpoint may:

- a) apply additional Charges;
- b) apply installation or engineering Charges;
- c) amend the Service configuration;
- d) apply a new Minimum Contract Term; or
- e) extend an existing Minimum Contract Term.

**7.5.** Midpoint shall notify the Customer of any material Charges or contractual changes before implementing the requested change.

**7.6.** The removal, reduction or downgrade of a Service during a Minimum Contract Term may result in:

- a) early termination charges;
- b) revised pricing;
- c) loss of discounts;
- d) recovery of promotional credits or contributions; and
- e) other applicable Charges.

**7.7.** The Customer acknowledges that discounts, bundled pricing, promotional offers and service credits may be dependent upon maintaining a minimum number of Services, licences, users, connections or products.

**7.8.** Where the Customer reduces, removes or downgrades any Service, Midpoint reserves the right to recalculate Charges using the standard pricing applicable at the time of the change.

**7.9.** Where the Customer relocates to a new Premises, Midpoint may determine that the existing Service cannot reasonably be transferred and may instead require the existing Service to be ceased and a new Service to be provided at the new location.

**7.10.** In such circumstances, Midpoint may offer reduced cease charges, installation charges or promotional pricing at its discretion. Any new Service provided at the new Premises may be subject to a new Service Agreement, new Minimum Contract Term and revised Charges.

**7.11.** The Customer shall remain responsible for any cease charges, supplier charges, installation charges, engineering charges and other costs associated with the relocation of Services.

**7.12.** Midpoint shall not be liable where Services are unavailable, technically unfeasible or subject to different service availability, speeds, technologies or supplier restrictions at the new Premises.

**7.13.** Any agreed change to the Services shall form part of the Agreement upon implementation or confirmation by Midpoint.

**7.14.** Midpoint shall not be liable where a requested relocation, transfer or modification is not technically feasible or is unavailable due to supplier, network or geographical limitations.

## **8. CANCELLATION BEFORE ACTIVATION**

**8.1.** The Customer may request cancellation of an order at any time prior to the Live Date by notifying Midpoint in writing or by any other method accepted by Midpoint.

**8.2.** Cancellation of an order shall not automatically relieve the Customer of liability for any Charges incurred by Midpoint up to the date of cancellation.

**8.3.** The Customer acknowledges that Midpoint may incur costs immediately upon acceptance of an order, including but not limited to:

- a) supplier charges;
- b) installation charges;
- c) engineering charges;
- d) configuration costs;
- e) programming costs;
- f) porting costs;
- g) administration costs; and
- h) equipment procurement costs.

**8.4.** Midpoint reserves the right to recover all reasonable costs incurred in connection with a cancelled order, including any charges imposed by Third-Party Suppliers.

**8.5.** Where Midpoint has contributed towards installation costs, termination charges, porting costs, hardware costs or any other incentive in anticipation of the order proceeding, Midpoint reserves the right to recover the full value of such contributions following cancellation.

**8.6.** The Customer acknowledges that Midpoint and its Third-Party Suppliers may commence provisioning, ordering, configuration, engineering works, porting activities or other service-related actions immediately following acceptance of an order and that certain stages of the order process may become irreversible before the Live Date.

**8.7.** Cancellation requests received within two Business Days of an Installation Date, activation date, transfer date or Live Date may not prevent the Service from proceeding and may be subject to additional supplier charges.

**8.8.** Midpoint shall use reasonable endeavours to cancel an order upon request but does not guarantee that cancellation can be completed once an order has been submitted to a Third-Party Supplier.

**8.9.** The Customer acknowledges that cancellation of an order with its existing provider does not constitute cancellation of an order placed with Midpoint.

**8.10.** The Customer must notify Midpoint directly of its intention to cancel and remains responsible for any Charges incurred until Midpoint confirms cancellation.

**8.10.1.** Cancellation requests submitted outside Midpoint's normal Business Hours shall be deemed received at the start of the next Business Day.

**8.10.2.** A cancellation request shall not be deemed effective until Midpoint has had a reasonable opportunity to review and process the request.

**8.10.3.** The Customer acknowledges that the submission of a cancellation request does not automatically prevent an order from progressing and that supplier activities may continue until the cancellation request has been reviewed and actioned by Midpoint.

**8.10.4.** Where a cancellation request is submitted shortly before an Installation Date, activation date, transfer date or Live Date, Midpoint shall not be liable for any supplier charges, cancellation charges or other costs incurred where there was insufficient time to prevent the order from progressing.

**8.10.5.** The Customer is encouraged to contact Midpoint by telephone during Business Hours in addition to submitting written notice where cancellation is urgent or where an Installation Date, activation date, transfer date or Live Date is imminent.

**8.11.** Where Equipment, including but not limited to handsets, routers, accessories, SIM cards or other hardware, has been ordered, procured, configured, programmed, customised, prepared or dispatched on behalf of the Customer, Midpoint reserves the right to charge up to the full value of such Equipment in the event of cancellation.

**8.12.** Equipment shall be deemed supplied once it has been dispatched by Midpoint, its supplier or its fulfilment partner and shall not require physical delivery to, or acceptance by, the Customer.

**8.13.** The Customer acknowledges that certain Equipment may be specifically sourced, configured, programmed, labelled or prepared for use on the Customer's Services and may not be capable of being resold as new.

**8.14.** Where Equipment has been ordered, configured, programmed, customised, prepared or dispatched, cancellation of the associated Service or Service Agreement shall not automatically entitle the Customer to a refund of any Equipment Charges.

**8.15.** Midpoint reserves the right to recover any costs incurred in relation to the procurement, configuration, preparation, dispatch, return, refurbishment, restocking or replacement of Equipment arising from the Customer's cancellation of an order.

**8.16.** Cancellation of an order shall not affect the Customer's liability for any Charges properly incurred prior to cancellation.

## **9. TERMINATION**

**9.1.** The Customer may terminate a Service by providing notice in accordance with the applicable notice period specified within the Agreement and the relevant Product Terms.

**9.2.** Notice of termination must be provided directly to Midpoint using a method accepted by Midpoint and shall not be deemed effective until received in accordance with the Notice provisions of this Agreement.

**9.3.** A port request, migration request, transfer request, cease request, switching request, gaining provider notification or order placed with another provider shall not constitute notice of termination.

**9.4.** The Customer remains responsible for providing valid notice to Midpoint regardless of any communication with a Third-Party Supplier, Gaining Provider or existing provider.

**9.5.** Services shall remain chargeable until:

- a) the applicable notice period has expired;
- b) the Service has been terminated or ceased; and
- c) all contractual obligations relating to the Service have been fulfilled.

**9.6.** The Customer shall remain liable for all Charges incurred prior to termination, including any applicable notice charges, termination charges, supplier charges, cease charges and recovery charges.

**9.7.** Midpoint may terminate or suspend a Service immediately where:

- a) the Customer fails to pay any amount due under the Agreement;
- b) the Customer commits a material breach of the Agreement;
- c) the Customer uses the Services unlawfully, fraudulently or abusively;
- d) Midpoint is required to do so by law, regulation or a Third-Party Supplier; or
- e) continued provision of the Service is not reasonably possible.

**9.8.** Midpoint may terminate a Service by providing the Customer with reasonable notice where:

- a) the Service is withdrawn by a supplier;
- b) the Service becomes unavailable;
- c) the Service reaches end-of-life status; or
- d) Midpoint reasonably determines that it can no longer provide the Service.

**9.9.** The Customer acknowledges that ceasing to use a Service shall not constitute termination of the Agreement and shall not remove the Customer's liability for Charges.

**9.9.1** Vacating, abandoning or ceasing to occupy a Premises shall not constitute notice of termination and shall not release the Customer from any obligations under the Agreement.

**9.10.** The sale, transfer, closure, cessation of trade, insolvency, administration, liquidation, dissolution, death of a sole trader or any other change in ownership or trading status of the Customer shall not automatically terminate the Agreement.

**9.10.1.** The Customer shall promptly notify Midpoint of any material change to its ownership, legal status, trading status, insolvency position or contact details.

**9.11.** Where the Customer sells or transfers its business, Midpoint may, at its sole discretion:

- a) permit assignment of the Agreement to a successor organisation;
- b) require a new agreement to be entered into; or
- c) treat the Service as terminated and apply any applicable Charges.

**9.12.** Upon termination of a Service, the Customer shall promptly pay all outstanding Charges due under the Agreement.

**9.13.** Termination of a Service shall not affect any accrued rights, remedies, obligations or liabilities existing prior to the date of termination.

**9.14.** Any provision of the Agreement which is expressly or by implication intended to survive termination shall continue in full force and effect following termination.

## **10. EARLY TERMINATION CHARGES**

**10.1.** Where a Service is terminated before the expiry of its Minimum Contract Term, Midpoint reserves the right to charge an Early Termination Charge.

**10.2.** Early Termination Charges may include, but are not limited to:

- a) remaining recurring service charges;
- b) supplier termination charges;
- c) cease charges;
- d) disconnection charges;
- e) notice period charges;
- f) hardware charges;
- g) installation recovery charges;
- h) discount recovery charges;
- i) contribution recovery charges; and
- j) administrative costs reasonably incurred by Midpoint.

**10.3.** Early Termination Charges may be calculated by reference to one or more of the following:

- a) the remaining recurring Charges payable for the remainder of the Minimum Contract Term;
- b) any applicable early termination charges imposed by Midpoint or a Third-Party Supplier;
- c) the remaining Minimum Contract Term;
- d) supplier charges incurred;
- e) lost contractual value;
- f) discounts applied;
- g) installation contributions provided;
- h) migration contributions provided;
- i) hardware subsidies provided; and
- j) any other costs reasonably incurred as a result of the termination.

**10.3.1.** The Customer acknowledges that different Services may be subject to different methods of calculating Early Termination Charges depending upon the underlying supplier arrangements, service type, contractual commitment and commercial incentives applied.

**10.4.** Where Midpoint has provided any promotional discount, installation subsidy, hardware subsidy, service credit, free service period, discounted equipment, contribution towards termination charges, contribution towards installation charges or any other financial incentive, Midpoint reserves the right to recover the full value of that incentive if the affected Service terminates before expiry of the Minimum Contract Term.

**10.5.** Any contribution made by Midpoint towards a Customer's existing provider termination charges shall be conditional upon the Customer completing the applicable Minimum Contract Term.

**10.6.** Where a Customer terminates a Service before expiry of the Minimum Contract Term, Midpoint reserves the right to recover any contribution previously provided towards:

- a) termination charges;
- b) installation charges;
- c) activation charges;
- d) hardware costs;
- e) migration costs; and
- f) onboarding costs.

**10.6.1.** Any discounts, credits, promotional pricing, installation contributions, migration contributions, hardware subsidies, router subsidies, service credits or termination contributions provided by Midpoint may be added to the Customer's final invoice where the applicable Service does not complete its Minimum Contract Term.

**10.7.** The Customer acknowledges that discounts, bundled pricing, promotional pricing, service credits and special offers may be conditional upon maintaining the agreed Services for the full Minimum Contract Term.

**10.8.** Where the Customer reduces, removes, downgrades or partially terminates any Service during the Minimum Contract Term, Midpoint may:

- a) apply Early Termination Charges;
- b) remove discounts;
- c) recalculate Charges using standard pricing;
- d) recover promotional incentives; and
- e) apply any supplier charges incurred.

**10.9.** Early Termination Charges shall become immediately due upon issue of the relevant invoice.

**10.10.** Payment of Early Termination Charges shall not relieve the Customer of liability for any other outstanding Charges properly due under the Agreement.

**10.11.** Midpoint reserves the right to recover any reasonable costs incurred in calculating, administering or recovering Early Termination Charges.

**10.12.** The Customer acknowledges that Early Termination Charges represent a genuine estimate of the losses and costs likely to be incurred by Midpoint as a result of the early termination of a Service.

**10.12.1.** Any waiver, reduction or concession previously offered by Midpoint in relation to installation charges, termination charges, hardware costs or other Charges shall be conditional upon the Customer completing the applicable Minimum Contract Term unless expressly agreed otherwise in writing.

**10.13.** Any discounts, credits, contributions or incentives applied by Midpoint are offered at Midpoint's discretion and may be conditional upon the Customer maintaining all associated Services for the duration of the applicable Minimum Contract Term.

## **11. NUMBER PORTING AND SWITCHING**

**11.1.** Midpoint shall use reasonable endeavours to facilitate the porting, transfer or migration of telephone numbers where reasonably possible and subject to the requirements of Third-Party Suppliers.

**11.2.** The Customer acknowledges that number porting, switching and transfer processes are dependent upon Third-Party Suppliers and network operators and that Midpoint cannot guarantee the successful transfer of any number.

**11.3.** Midpoint shall not be liable for any delay, rejection, failure, loss of service, loss of number or interruption arising from:

- a) actions of a Third-Party Supplier;
- b) inaccurate information supplied by the Customer;
- c) rejection by a Losing Provider;
- d) supplier or network limitations; or
- e) circumstances beyond Midpoint's reasonable control.

**11.4.** The submission or completion of a port request, migration request, transfer request, cease request, switching request, One Touch Switch request, gaining provider notification or order with another provider shall not constitute notice of termination.

**11.5.** The Customer remains responsible for providing valid notice directly to Midpoint in accordance with the applicable notice period for the Service.

**11.6.** Completion of a port, migration, transfer or switch shall not:

- a) terminate any contractual commitment;
- b) waive any notice period;
- c) remove any liability for Charges;
- d) remove any liability for Early Termination Charges; or
- e) remove any liability for supplier charges, cease charges, discount recovery charges or contribution recovery charges.

**11.7.** Where a Service is transferred to another provider during a Minimum Contract Term, Midpoint reserves the right to invoice all applicable Charges in accordance with this Agreement.

**11.8.** The Customer acknowledges that porting or transferring a telephone number may affect associated Services, features or functionality and Midpoint shall not be liable for any resulting loss of functionality where such loss arises from the transfer process.

**11.9.** The Customer shall provide all information reasonably required to facilitate a port, migration or transfer and shall ensure that such information is accurate and complete.

**11.10.** Where a port, migration or transfer fails due to inaccurate information supplied by the Customer, Midpoint reserves the right to recover any reasonable costs or supplier charges incurred.

**11.11.** Midpoint shall not be responsible for any acts, omissions, representations or commitments made by a Gaining Provider.

**11.12.** The Customer acknowledges that communications received from a Gaining Provider regarding switching or transfer processes do not amend, replace or override the Customer's obligations under this Agreement.

## **12. SUSPENSION OF SERVICES**

**12.1.** Midpoint reserves the right to suspend, restrict or disconnect any Service, in whole or in part, immediately and without liability where:

- a) the Customer fails to pay any amount due under the Agreement;
- b) the Customer commits a material breach of the Agreement;
- c) Midpoint reasonably suspects fraud, unlawful activity or misuse of the Services;
- d) the security or integrity of a Service, Network or system is at risk;
- e) Midpoint is required to do so by law, regulation, court order, governmental authority or a Third-Party Supplier;
- f) the Customer provides false, misleading or incomplete information;
- g) suspension is necessary to protect Midpoint, its suppliers, other customers or the Network; or
- h) continued provision of the Service is not reasonably practicable.

**12.2.** Midpoint may suspend or restrict a Service whilst investigating:

- a) a billing dispute;
- b) suspected fraud;
- c) security concerns;
- d) misuse of the Services; or
- e) any breach of the Agreement.

**12.3.** Where reasonably practicable, Midpoint shall provide notice of any suspension.

**12.4.** Midpoint shall not be liable for any loss, costs, business interruption, loss of revenue, loss of profit or other consequences arising from a suspension carried out in accordance with this Agreement.

**12.5.** The Customer shall remain liable for all applicable Charges during any period of suspension unless otherwise agreed by Midpoint in writing.

**12.6.** Midpoint may charge reasonable reconnection, reactivation, administration or supplier charges where a Service is restored following suspension.

**12.7.** Midpoint may require the Customer to remedy any breach, provide additional information, make payment or implement corrective measures before restoring a suspended Service.

**12.8.** Suspension of a Service shall not constitute termination of the Agreement and shall not affect Midpoint's right to recover any Charges due under the Agreement.

**12.9.** Midpoint reserves the right to prioritise emergency maintenance, security incidents, regulatory requirements or supplier instructions over the restoration of suspended Services.

**12.10.** Where a Service is suspended due to the actions or omissions of the Customer, Midpoint reserves the right to recover any reasonable costs, supplier charges or engineering charges incurred as a result.

**12.11.** Midpoint may temporarily restrict outgoing calls, international calls, premium-rate calls, data usage or other service features where reasonably necessary to prevent fraud, excessive usage, security risks or financial exposure.

## **13. LIABILITY**

**13.1.** Nothing in this Agreement shall exclude or limit either party's liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any liability which cannot lawfully be excluded or limited.

**13.2.** Midpoint shall use reasonable skill and care in providing the Services but does not guarantee that the Services will be uninterrupted, fault-free or available at all times.

**13.3.** The Customer acknowledges that the Services may be dependent upon Third-Party Suppliers, telecommunications networks, internet connectivity, power supplies and other factors beyond Midpoint's reasonable control.

**13.4.** Midpoint shall not be liable for any delay, interruption, degradation, suspension or failure of a Service arising from:

- a) the actions or omissions of a Third-Party Supplier;
- b) network outages;
- c) failures of third-party infrastructure;
- d) power failures;
- e) force majeure events;
- f) customer equipment; or
- g) circumstances beyond Midpoint's reasonable control.

**13.5.** Midpoint shall not be liable for any indirect, consequential or special loss, including but not limited to:

- a) loss of profit;
- b) loss of revenue;
- c) loss of business;
- d) loss of anticipated savings;
- e) loss of contracts;
- f) loss of goodwill; or
- g) loss of opportunity.

**13.6.** Subject to clauses 13.1 and 13.5, Midpoint's total aggregate liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Charges paid by the Customer for the affected Service during the twelve months immediately preceding the event giving rise to the claim.

**13.7.** Midpoint shall not be liable for any loss arising from:

- a) inaccurate information provided by the Customer;
- b) misuse of the Services;
- c) unauthorised access to customer systems;
- d) customer equipment or software;
- e) failure by the Customer to follow reasonable instructions;
- f) delays caused by the Customer; or
- g) the acts or omissions of third parties not acting on behalf of Midpoint.

**13.8.** The Customer shall take reasonable steps to mitigate any loss, damage or disruption arising from any issue relating to the Services.

**13.9.** Any claim by the Customer must be notified to Midpoint in writing within six months of the event giving rise to the claim.

**13.10.** The Customer acknowledges that the Charges payable under the Agreement have been calculated on the basis of the limitations and exclusions of liability contained within this Agreement and that such limitations are reasonable.

## **14. DATA PROTECTION AND PRIVACY**

**14.1.** Each party shall comply with all applicable data protection and privacy legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any replacement or successor legislation.

**14.2.** Midpoint may collect, process, store and use personal data where necessary for the purposes of:

- a) providing the Services;
- b) administering the Agreement;
- c) billing and payment processing;
- d) customer support;
- e) fraud prevention and security;
- f) regulatory compliance;
- g) debt recovery; and
- h) improving and developing its services.

**14.3.** The Customer acknowledges and agrees that Midpoint may share information with Third-Party Suppliers, network operators, service providers, professional advisers, debt recovery agencies, regulatory authorities and law enforcement agencies where reasonably necessary for the purposes set out in clause 14.2.

**14.3.1.** The Customer acknowledges that personal data and account information may be shared with Third-Party Suppliers where necessary to facilitate the provision, transfer, migration, porting, support, renewal, modification or cessation of Services.

**14.4.** Midpoint reserves the right to carry out credit checks, identity checks, fraud prevention checks or account verification checks where reasonably necessary in connection with the provision of Services.

**14.5.** Midpoint may record telephone calls, video calls, electronic communications and support interactions for training, quality assurance, security, dispute resolution, regulatory compliance and evidential purposes.

**14.6.** The Customer shall ensure that it has obtained all necessary consents and permissions required to provide personal data to Midpoint.

**14.7.** Where the Customer acts as a data controller and Midpoint acts as a data processor, the parties shall comply with any applicable data processing obligations required by law.

**14.8.** Further information regarding the processing of personal data is available within Midpoint's Privacy Policy, as amended from time to time.

**14.9.** Nothing in this Agreement shall prevent Midpoint from disclosing information where required by law, court order, regulatory authority or governmental body.

## **15. COMPLAINTS**

**15.1.** If the Customer is dissatisfied with any aspect of the Services, the Customer should contact Midpoint as soon as reasonably practicable to allow the matter to be investigated and resolved.

**15.2.** Midpoint shall use reasonable endeavours to investigate and respond to complaints in a timely manner.

**15.3.** The Customer shall provide any information reasonably requested by Midpoint to assist in the investigation of a complaint.

**15.4.** Midpoint shall maintain a Complaints Procedure, a copy of which is available upon request or via Midpoint's website.

**15.5.** Where a complaint cannot be resolved through Midpoint's internal complaints process, the Customer may be entitled to refer the matter to an Alternative Dispute Resolution (ADR) scheme where applicable.

**15.6.** The existence of a complaint, dispute, service issue or disagreement shall not automatically indicate any failure by Midpoint to comply with the Agreement, applicable regulations or industry processes.

**15.7.** Where Midpoint has acted in accordance with the Agreement, supplier requirements, regulatory obligations and reasonable industry practice, the Customer acknowledges that certain outcomes, delays, charges or service limitations may be unavoidable and shall not of themselves constitute grounds for compensation, termination or withholding payment.

**15.8.** The existence of a complaint shall not entitle the Customer to withhold payment of any undisputed Charges. All undisputed invoices shall remain payable in accordance with the Agreement whilst any complaint or dispute is being investigated.

## **16. GENERAL TERMS**

### **16.1. Entire Agreement**

The Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, representations, understandings and agreements relating to the Services.

### **16.2. Variation**

No variation to the Agreement shall be effective unless agreed by Midpoint in writing, except where the Agreement expressly permits changes to be made by Midpoint.

### **16.3. Assignment**

The Customer may not assign, transfer, novate or otherwise dispose of any rights or obligations under the Agreement without Midpoint's prior written consent.

Midpoint may assign, transfer, novate or subcontract any of its rights or obligations under the Agreement.

### **16.4. Waiver**

Failure or delay by either party in exercising any right or remedy shall not constitute a waiver of that right or remedy.

### **16.5. Severability**

If any provision of the Agreement is found to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

### **16.6. Third Party Rights**

Except as expressly stated, no person who is not a party to the Agreement shall have any right to enforce any provision of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **16.7. Force Majeure**

Neither party shall be liable for any delay or failure in performing its obligations where such delay or failure results from a Force Majeure Event.

### **16.8. Notices**

Any notice given under the Agreement shall be sent by email, post or any other method reasonably accepted by Midpoint.

Notices sent outside normal Business Hours shall be deemed received at the start of the next Business Day. The Customer is responsible for ensuring that Midpoint holds accurate contact details and shall promptly notify Midpoint of any change to its contact information.

**16.8.1.** A notice, cancellation request or other communication shall not be deemed effective merely upon transmission and shall be deemed received only when capable of being reviewed by Midpoint during normal Business Hours.

### **16.9. Survival**

Any provision of the Agreement which by its nature is intended to survive termination shall continue in force following termination.

### **16.10. No Partnership**

Nothing in the Agreement shall create a partnership, joint venture, agency relationship or employment relationship between the parties.

### **16.11. Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

### **16.12. Jurisdiction**

The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **PART B**

### **PRODUCT TERMS**

These Product Terms apply in addition to the General Terms & Conditions and set out the specific terms applicable to particular Services supplied by Midpoint.

Only the Product Terms relevant to the Services purchased by the Customer shall apply.

In the event of any conflict between the General Terms & Conditions and the Product Terms, the Product Terms shall take precedence in relation to the relevant Service.

The Product Terms are divided into the following sections:

#### **17. Broadband Services**

1. General Terms
2. Installation, Engineering Visits and Faults
3. Notice Periods and Cessation
4. Relocation and Service Availability

#### **18. Hosted Telephony & VoIP Services**

1. General Terms
2. Emergency Services and Service Limitations
3. Telephone Numbers and Porting
4. Hosted Licences, Users and Service Changes
5. Call Recording and Call Data
6. Inclusive Call Bundles and Fair Usage
7. Faults and Maintenance
8. Notice Periods and Cessation

#### **19. Mobile Services**

1. General Terms
2. SIM Cards and Connections
3. Mobile Numbers and Transfers
4. Data Usage, Roaming and Fair Usage
5. Mobile Broadband and Data Services
6. Notice Periods and Cessation

#### **20. Equipment & Hardware**

1. General Terms
2. Ownership and Risk
3. Handsets and Devices
4. Routers and Faulty Equipment
5. Router Returns
6. Loan Equipment
7. Configuration and Special Orders
8. Customer-Supplied Equipment

#### **21. Router Assurance**

#### **22. Legacy Services (PSTN, ISDN & WLR)**

1. General Legacy Terms
2. Service Withdrawal and Industry Changes
3. Customer Responsibility
4. Migration and Replacements Services
5. Limitation of Liability

## **17. BROADBAND SERVICES**

### **17.1. General Terms**

**17.1.1.** Broadband Services are provided subject to network availability, supplier availability and technical feasibility at the Premises.

**17.1.2.** Any estimated speeds, performance figures, availability information, survey results, installation dates or activation dates provided by Midpoint are estimates only and are not guaranteed unless expressly agreed in writing.

**17.1.3.** Actual broadband speeds and service performance may vary due to factors including, but not limited to:

- a) network congestion;
- b) supplier infrastructure;
- c) line quality;
- d) distance from network equipment;
- e) customer equipment;
- f) internal wiring;
- g) wireless interference; and
- h) factors outside Midpoint's reasonable control.

### **17.2. Installation, Engineering Visits and Faults**

**17.2.1.** The Customer shall ensure that suitable power, equipment, cabling, access and facilities are available at the Premises for the provision and operation of the Broadband Service.

**17.2.2.** Where an engineer appointment is required, the Customer shall ensure that an authorised representative is available at the agreed time and that suitable access to the Premises is provided.

**17.2.3.** Midpoint reserves the right to recover any supplier charges, engineering charges, missed appointment charges or abortive visit charges arising from:

- a) failure to provide access;
- b) missed appointments;
- c) customer delays;
- d) inaccurate information provided by the Customer; or
- e) cancellation or rescheduling of appointments by the Customer.

**17.2.4.** Broadband faults must be reported to Midpoint through the appropriate support channels.

**17.2.5.** The Customer shall cooperate with reasonable diagnostic and fault-finding requests before a fault is escalated to a Third-Party Supplier.

**17.2.6.** Where a fault investigation identifies that the fault lies within the Customer's equipment, internal network, internal wiring, power supply, software or systems not supplied by Midpoint, Midpoint reserves the right to charge for any resulting engineering visits, supplier charges or support services.

**17.2.7.** Midpoint shall use reasonable endeavours to progress and manage faults with Third-Party Suppliers but does not guarantee fault resolution times.

### **17.3. Notice Periods and Cessation**

**17.3.1.** Unless otherwise stated within the Service Agreement or Order Confirmation:

- a) FTTP, FTTC, SOGEA and similar broadband services shall be subject to a minimum notice period of 90 days during the Minimum Contract Term and 30 days thereafter;
- b) Ethernet, Dedicated Internet Access and Leased Line services shall be subject to a minimum notice period of 90 days;
- c) mobile broadband and data connectivity services shall be subject to the notice period specified within the applicable Service Agreement or Order Confirmation.

**17.3.2.** Termination of a Broadband Service may result in cease charges, supplier charges, Early Termination Charges and any other Charges applicable under the Agreement.

**17.3.3.** Standard broadband cease charges are detailed within Midpoint's current Price Guide and may vary depending upon the Service, supplier, technology and any charges imposed by Third-Party Suppliers.

**17.3.4.** Ethernet, Dedicated Internet Access and Leased Line services may be subject to higher cease charges imposed by the relevant supplier.

**17.3.5.** The Customer acknowledges that transferring a Broadband Service to another provider may not automatically cease associated Services and shall not remove any liability for notice charges, cease charges, Early Termination Charges or any other Charges due under the Agreement.

### **17.4. Relocation and Service Availability**

**17.4.1.** Where the Customer relocates to a new Premises, availability of Broadband Services may differ and Midpoint does not guarantee that the same Service, speed, technology or pricing will be available at the new location.

**17.4.2.** Midpoint may determine that an existing Broadband Service cannot reasonably be transferred to a new Premises and may instead require the existing Service to be ceased and a new Service to be provided under a separate Service Agreement.

**17.4.3.** Legacy broadband technologies, supplier platforms or network products may be withdrawn, upgraded or replaced by suppliers from time to time. Midpoint reserves the right to migrate the Customer to an alternative service where reasonably necessary.

## **18. HOSTED TELEPHONY & VOIP SERVICES**

### **18.1. General Hosted Telephony Terms**

**18.1.1.** Hosted Telephony and VoIP Services are provided subject to network availability, internet connectivity, supplier availability and technical feasibility.

**18.1.2.** The Customer acknowledges that Hosted Telephony and VoIP Services rely upon a functioning internet connection and suitable network infrastructure.

**18.1.3.** Midpoint shall not be liable for any loss of service, degradation, call quality issues or interruption arising from failures of internet connectivity, power supply, customer equipment or third-party infrastructure.

**18.1.4.** The Customer shall ensure that all Equipment, networks, power supplies and internet connections used in conjunction with the Hosted Telephony Service remain suitable and operational.

**18.1.5.** Midpoint may modify, update, replace or withdraw features, functionality or service components where reasonably required by a supplier, manufacturer, regulatory authority or operational necessity.

### **18.2. Emergency Services and Service Limitations**

**18.2.1.** Hosted Telephony and VoIP Services may not operate during power failures, internet outages, equipment failures or circumstances outside Midpoint's reasonable control.

**18.2.2.** The Customer acknowledges that access to emergency services may be unavailable during such interruptions.

**18.2.3.** The Customer is responsible for ensuring that appropriate contingency arrangements are maintained where access to emergency services is business-critical.

**18.2.4.** The Customer shall ensure that any location information, emergency service address details or similar information associated with the Hosted Telephony Service remains accurate and up to date.

### **18.3. Telephone Numbers and Porting**

**18.3.1.** Midpoint shall use reasonable endeavours to facilitate the porting, transfer and retention of telephone numbers where reasonably possible.

**18.3.2.** Number porting remains subject to supplier approval, technical feasibility and the requirements of the Losing Provider.

**18.3.3.** Midpoint does not guarantee the successful porting, retention or transfer of any telephone number.

**18.3.4.** The Customer acknowledges that delays, rejections or service interruptions may occur during the porting process.

**18.3.5.** Number porting, transfer requests, gaining provider notifications or switching requests shall not constitute notice of termination.

### **18.4. Hosted Licences, Users and Service Changes**

**18.4.1.** Hosted Telephony Services may be supplied on a per-user, per-licence, per-extension or per-connection basis.

**18.4.2.** Additional licences, users, extensions or connections requested by the Customer may be subject to additional Charges and a new or revised Minimum Contract Term.

**18.4.3.** The reduction, removal or downgrade of licences, users, extensions or connections during the Minimum Contract Term may result in:

- a) Early Termination Charges;
- b) revised pricing;
- c) loss of discounts;
- d) contribution recovery charges; and
- e) other applicable Charges.

**18.4.4.** Midpoint reserves the right to recalculate Charges using standard pricing where bundled discounts, promotional pricing or service credits are affected by a reduction in Services.

**18.4.5.** The Customer shall be responsible for maintaining the security of all Hosted Telephony credentials, usernames, passwords, devices and systems used to access the Service.

**18.4.6.** The Customer shall remain liable for all call charges, usage charges and other Charges incurred through the Hosted Telephony Service, including any unauthorised, fraudulent or malicious use originating from the Customer's systems, devices, credentials, users or network, unless such use arises directly from Midpoint's negligence.

### **18.5. Call Recording and Call Data**

**18.5.1.** Where call recording functionality is provided, the Customer shall be responsible for ensuring compliance with all applicable laws and regulations relating to the recording, storage, processing, retention and disclosure of telephone calls.

**18.5.2.** Call recordings may be stored on systems operated by Midpoint, a Third-Party Supplier or the relevant Hosted Telephony platform provider.

**18.5.3.** The availability, retention period, storage location and accessibility of call recordings may vary depending on the Hosted Telephony platform, supplier or service purchased.

**18.5.4.** The Customer is responsible for downloading, retaining and archiving any call recordings required for its own business, legal or regulatory purposes.

**18.5.5.** Midpoint shall not be liable for the deletion, expiry, removal or unavailability of call recordings where such recordings are stored on a Third-Party Supplier platform or where the applicable retention period has expired.

### **18.6. Inclusive Call Bundles and Fair Usage**

**18.6.1.** Hosted Telephony Services may include inclusive call allowances, call bundles or other usage-based benefits.

**18.6.2.** Inclusive call allowances are subject to Midpoint's applicable fair usage limits and any supplier-imposed restrictions.

**18.6.3.** The details of any inclusive call allowance, fair usage policy or bundled minutes shall be specified within the applicable Service Agreement, Product Information, Price Guide or Order Confirmation.

**18.6.4.** Midpoint reserves the right to charge for any calls, destinations, usage types or call volumes that fall outside the applicable inclusive allowance or fair usage limits.

**18.6.5.** Certain call types, destinations, premium-rate services, international calls, directory enquiries, non-geographic numbers and other excluded destinations may not be included within any bundled allowance and may be charged separately.

**18.6.6.** Midpoint reserves the right to amend fair usage limits, bundled allowances or charging structures where required by a Third-Party Supplier, provided that any material changes are communicated to affected Customers where reasonably practicable.

### **18.7. Faults and Maintenance**

**18.7.1.** Faults must be reported through Midpoint's designated support channels.

**18.7.2.** The Customer shall cooperate with reasonable diagnostic and fault-finding requests before faults are escalated to a Third-Party Supplier.

**18.7.3.** Midpoint may perform planned maintenance, upgrades, updates or configuration changes where reasonably necessary.

**18.7.4.** Midpoint shall use reasonable endeavours to minimise disruption during maintenance activities.

### **18.8. Notice Periods and Cessation**

**18.8.1.** Unless otherwise stated within the Service Agreement or Order Confirmation, Hosted Telephony and VoIP Services shall be subject to a minimum notice period of 90 days.

**18.8.2.** Termination of Hosted Telephony and VoIP Services may result in cease charges, supplier charges, Early Termination Charges and any other Charges applicable under the Agreement.

**18.8.3.** Telephone numbers, call routing, voicemail services and associated features may cease to function upon termination of the Service.

**18.8.4.** The Customer remains responsible for ensuring that any required number ports, transfers or migrations are completed before termination takes effect.

## **19. MOBILE SERVICES**

### **19.1. General Mobile Service Terms**

- 19.1.1.** Mobile Services are provided subject to network coverage, supplier availability and technical feasibility.
- 19.1.2.** Midpoint does not guarantee network coverage, signal strength, data speeds or service availability in any particular location.
- 19.1.3.** Service performance may vary due to network congestion, geographical location, building construction, supplier infrastructure, device compatibility and factors outside Midpoint's reasonable control.
- 19.1.4.** The Customer shall ensure that all devices used with the Mobile Service are compatible with the relevant network and service.
- 19.2. SIM Cards and Connections**
- 19.2.1.** SIM cards supplied by Midpoint remain subject to the terms and conditions of the relevant network provider.
- 19.2.2.** The Customer shall take reasonable steps to protect SIM cards, devices and account credentials from loss, theft, misuse or unauthorised access.
- 19.2.3.** The Customer shall notify Midpoint immediately if a SIM card or device is lost, stolen or suspected of being compromised.
- 19.2.4.** Charges incurred prior to notification of loss, theft or compromise shall remain the responsibility of the Customer unless arising directly from Midpoint's negligence.
- 19.2.5.** Replacement SIM cards may be subject to administrative charges, supplier charges or delivery charges.
- 19.3. Mobile Numbers and Transfers**
- 19.3.1.** Mobile numbers may be transferred using a PAC, STAC or other industry-recognised transfer process.
- 19.3.2.** Midpoint shall use reasonable endeavours to facilitate number transfers where reasonably possible and subject to supplier requirements.
- 19.3.3.** Number transfers, PAC requests, STAC requests, switching requests or gaining provider notifications shall not constitute notice of termination.
- 19.3.4.** The Customer remains responsible for complying with the applicable notice period and contractual obligations associated with the Mobile Service.
- 19.4. Data Usage, Roaming and Fair Usage**
- 19.4.1.** Mobile Services may be subject to usage allowances, fair usage limits, roaming restrictions or supplier-imposed usage policies.
- 19.4.2.** The details of any inclusive allowances, fair usage limits, roaming arrangements or usage restrictions shall be specified within the applicable Service Agreement, Product Information, Price Guide or Order Confirmation.
- 19.4.3.** Usage exceeding any applicable allowance may result in additional Charges.
- 19.4.4.** Certain destinations, services, roaming zones, premium-rate services, international calls or usage types may be excluded from inclusive allowances and charged separately.
- 19.4.5.** Midpoint reserves the right to restrict, suspend or investigate unusual, excessive, fraudulent or non-standard usage patterns.
- 19.4.6.** The Customer is responsible for understanding the charges, allowances, roaming arrangements and usage policies applicable to the countries in which the Mobile Service is used.
- 19.4.7.** International roaming, data usage, calls and messaging may incur additional Charges that are not included within standard allowances.
- 19.4.8.** Before travelling internationally, the Customer should check the applicable roaming charges, travel packages, usage allowances and destination restrictions relating to the Mobile Service.
- 19.4.9.** Midpoint shall not be liable for any Charges incurred as a result of international roaming, overseas data usage, calls, messaging or usage outside any applicable allowance.
- 19.4.10.** The Customer remains liable for all roaming charges, international usage charges and out-of-bundle Charges incurred on the Mobile Service, whether or not the Customer was aware of such Charges at the time they were incurred.
- 19.4.11.** Midpoint may, but shall not be obliged to, apply spending limits, usage alerts, roaming restrictions or service suspensions where unusually high usage is detected.
- 19.5. Mobile Broadband and Data Services**
- 19.5.1.** Mobile broadband, data-only SIMs and 5G connectivity services remain subject to network coverage, signal availability and fair usage policies.
- 19.5.2.** Data speeds and service performance may vary significantly depending upon location, network conditions, device capability and supplier infrastructure.
- 19.5.3.** Midpoint shall not be liable where mobile broadband services fail to achieve any estimated or expected speed.
- 19.6. Notice Periods and Cessation**
- 19.6.1.** Unless otherwise stated within the Service Agreement or Order Confirmation, Mobile Services shall be subject to a minimum notice period of 30 days.
- 19.6.2.** Termination of a Mobile Service may result in cease charges, supplier charges, Early Termination Charges and any other Charges applicable under the Agreement.
- 19.6.3.** Where Midpoint has supplied, funded, subsidised, financed or spread the cost of any handset, device, router, equipment or hardware in connection with a Mobile Service, the Customer acknowledges that such costs are conditional upon completion of the applicable Minimum Contract Term.
- 19.6.4.** SIM-only Mobile Services shall not be subject to hardware recovery charges unless separate Equipment has been supplied under the Agreement.
- 19.6.5.** If the associated Mobile Service is terminated before the expiry of the Minimum Contract Term, Midpoint reserves the right to immediately recover:
- a) any outstanding hardware costs;
  - b) any remaining handset or device payments;
  - c) any hardware subsidy provided;
  - d) any promotional discount applied to the hardware; and
  - e) any applicable Early Termination Charges.
- 19.6.6.** The recovery of hardware costs shall be in addition to, and not instead of, any Charges otherwise payable under the Agreement.

## **20. EQUIPMENT AND HARDWARE**

### **20.1. General Equipment Terms**

- 20.1.1.** Midpoint may supply Equipment including, but not limited to, handsets, routers, SIM cards, accessories, network devices and other hardware in connection with the Services.

**20.1.2.** Equipment supplied by Midpoint may be purchased outright, funded, subsidised, financed, supplied on a spread-cost basis or provided on a temporary loan basis.

**20.1.3.** The Customer shall take reasonable care of all Equipment supplied by Midpoint and shall use such Equipment in accordance with any instructions provided.

#### **20.2. Ownership and Risk**

**20.2.1.** Unless otherwise agreed in writing, risk in Equipment shall pass to the Customer upon dispatch by Midpoint, its supplier or its fulfilment partner.

**20.2.2.** Purchased Equipment shall become the property of the Customer upon dispatch, subject to payment of all applicable Charges.

**20.2.3.** Where Equipment is supplied on a funded, financed or spread-cost basis, the Customer shall remain liable for all remaining Equipment Charges in accordance with the Agreement.

**20.2.4.** Termination of a Service shall not affect the Customer's liability to pay any outstanding Equipment Charges.

#### **20.3. Handsets and Devices**

**20.3.1.** Handsets, devices and associated Equipment supplied by Midpoint are non-returnable unless otherwise agreed in writing.

**20.3.2.** Where a Mobile Service or other Service is terminated before expiry of the Minimum Contract Term, Midpoint reserves the right to recover any outstanding handset, device or Equipment costs in addition to any applicable Early Termination Charges.

**20.3.3.** Equipment charges, handset charges and service charges shall be treated as separate liabilities and payment of one shall not remove liability for the other.

#### **20.4. Routers and Faulty Equipment**

**20.4.1.** Where a router or other Equipment is confirmed as faulty within the applicable warranty period, Midpoint may provide a replacement at its discretion.

**20.4.2.** Any faulty Equipment replaced under warranty must be returned to Midpoint within the timeframe specified by Midpoint.

**20.4.3.** Where faulty Equipment is not returned, Midpoint reserves the right to charge the applicable replacement cost.

**20.4.4.** Midpoint reserves the right to test, inspect or assess returned Equipment and may reject warranty claims where the Equipment is found not to be faulty, has been damaged, modified, misused or is otherwise outside the applicable warranty conditions.

#### **20.5. Router Returns**

**20.5.1.** Where a router is required to be returned following termination, replacement or cessation of a Service, the Customer shall return the router in good condition within the timeframe specified by Midpoint.

**20.5.2.** Where a router is not returned, Midpoint reserves the right to charge a non-return fee.

**20.5.3.** Router non-return charges shall be charged in accordance with Midpoint's current Price Guide.

**20.5.4.** Customers subscribed to Router Assurance shall be subject to the provisions of Section 21 (Router Assurance).

#### **20.6. Loan Equipment**

**20.6.1.** Midpoint may, at its discretion, provide temporary loan Equipment in connection with faults, service interruptions, installations or other exceptional circumstances.

**20.6.2.** All loan Equipment shall remain the property of Midpoint unless expressly agreed otherwise in writing.

**20.6.3.** The Customer shall return loan Equipment upon request, or at the end of the agreed loan period, in the same condition as supplied, allowing for fair wear and tear.

**20.6.4.** Where loan Equipment is lost, damaged, destroyed, modified, not returned or returned in an unusable condition, Midpoint reserves the right to recover the full replacement cost together with any associated charges reasonably incurred.

**20.6.5.** Midpoint may require the Customer to enter into a separate loan Equipment agreement before providing loan Equipment.

#### **20.7. Configuration and Special Orders**

**20.7.1.** Certain Equipment may be specially ordered, programmed, configured, labelled, customised or prepared specifically for the Customer.

**20.7.2.** Equipment that has been specially ordered, programmed, configured, labelled, customised or prepared may not be capable of being resold as new.

**20.7.3.** Midpoint reserves the right to recover any costs incurred in relation to the procurement, configuration, preparation, dispatch, return, refurbishment, restocking or replacement of Equipment where such costs arise as a result of the Customer's cancellation, termination or breach of the Agreement.

#### **20.8. Customer-Supplied Equipment**

**20.8.1.** The Customer may choose to use equipment, hardware, devices, software, networks, cabling or infrastructure not supplied by Midpoint.

**20.8.2.** The Customer shall be solely responsible for ensuring that any customer-supplied equipment is compatible with the Services and maintained in good working order.

**20.8.3.** Midpoint does not warrant, support, guarantee or accept responsibility for the performance, compatibility, security, functionality or continued operation of any equipment, software or infrastructure not supplied by Midpoint.

**20.8.4.** Midpoint shall not be liable for any fault, degradation, interruption, incompatibility, security issue or loss of functionality arising from customer-supplied equipment, software, networks, cabling or infrastructure.

**20.8.5.** Where Midpoint investigates a fault and reasonably determines that the issue originates from customer-supplied equipment, software, networks, cabling or infrastructure, Midpoint reserves the right to charge for any support, engineering time, supplier charges or diagnostic work undertaken.

**20.8.6.** Any recommendations, guidance or assistance provided by Midpoint in relation to customer-supplied equipment are provided without warranty and do not transfer responsibility for such equipment to Midpoint.

**20.8.7.** Midpoint may refuse to support, configure or troubleshoot customer-supplied equipment where such equipment is unsupported, incompatible, obsolete or outside Midpoint's reasonable scope of support.

### **21. ROUTER ASSURANCE**

**21.1.** Router Assurance is an optional service available on eligible broadband and connectivity products.

**21.2.** Subject to the terms of this section, Router Assurance entitles the Customer to a replacement router where Midpoint reasonably determines that the router has developed a fault or suffered accidental damage covered by Router Assurance.

**21.3.** Router Assurance is limited to one replacement router within any rolling twelve-month period regardless of whether the replacement arises from a fault, accidental damage or any other event covered by Router Assurance.

**21.4.** Router Assurance applies only to routers originally supplied by Midpoint and does not apply to customer-supplied equipment.

**21.5.** Midpoint may require the Customer to undertake reasonable diagnostic and fault-finding procedures before approving a replacement.

**21.6.** Midpoint reserves the right to test, inspect or assess any router returned under Router Assurance.

**21.7.** Router Assurance does not cover:

- a) theft;
- b) loss;
- c) deliberate damage;
- d) malicious damage;
- e) fraudulent claims;
- f) cosmetic damage that does not affect functionality; or
- g) faults caused by customer equipment, software, networks or infrastructure rather than the router itself.

**21.7.1.** Subject to the limits set out within this section, Router Assurance may cover accidental damage resulting in the failure of the router.

**21.8.** Midpoint may require the faulty router to be returned before, or following, the dispatch of a replacement router.

**21.9.** Where a faulty router is not returned within the timeframe specified by Midpoint, Midpoint reserves the right to charge the applicable replacement cost.

**21.10.** Router Assurance does not include on-site engineering services, installation services, configuration services or any other professional services unless expressly agreed by Midpoint.

**21.11.** Midpoint reserves the right to provide an equivalent replacement model where the original router is unavailable, discontinued or no longer supported.

**21.12.** Router Assurance shall automatically terminate upon termination of the associated Service.

## **22. LEGACY SERVICES (PSTN, ISDN AND WLR)**

### **22.1. General Legacy Service Terms**

**22.1.1.** Certain legacy telecommunications services, including but not limited to PSTN, ISDN, WLR and other copper-based services, may remain available to some Customers.

**22.1.2.** Such services are recognised by the telecommunications industry as legacy services and may be subject to withdrawal, replacement, migration or cessation by network operators and suppliers.

**22.1.3.** Midpoint does not guarantee the continued availability of any legacy service.

### **22.2. Service Withdrawal and Industry Changes**

**22.2.1.** The Customer acknowledges that network operators, suppliers and regulatory bodies may withdraw, replace, cease or modify legacy services as part of industry-wide network modernisation programmes.

**22.2.2.** Midpoint reserves the right to require the Customer to migrate to an alternative service where a legacy service is withdrawn, replaced, unsupported or otherwise unavailable.

**22.2.3.** Midpoint may contact the Customer from time to time regarding the migration, replacement or upgrade of a legacy service and the Customer agrees to cooperate with reasonable migration requests.

**22.2.4.** Midpoint shall not be liable for any interruption, degradation, withdrawal or cessation of a legacy service arising from decisions made by network operators, suppliers, manufacturers, regulatory bodies or other third parties.

### **22.3. Customer Responsibility**

**22.3.1.** The Customer acknowledges that Midpoint may have previously notified, and may continue to notify, the Customer through email, post, telephone, billing communications, service reviews, account management activity or other reasonable means regarding the withdrawal, replacement or upgrade of legacy services.

**22.3.2.** Where the Customer declines, delays or fails to proceed with a recommended migration or upgrade, Midpoint shall not be liable for any resulting interruption, loss of functionality, withdrawal of service or associated consequences.

**22.3.3.** The Customer remains responsible for ensuring that any equipment, systems, alarms, payment terminals, lift lines, fax services or other connected services remain compatible with any replacement technology.

**22.3.4.** Where a legacy service is withdrawn, ceased or no longer supported by the relevant supplier or network operator, Midpoint shall have no obligation to continue providing that service.

### **22.4. Migration and Replacement Services**

**22.4.1.** Migration from a legacy service to a replacement service may be subject to installation charges, activation charges, hardware charges, contract terms and other Charges.

**22.4.2.** Where reasonably necessary, Midpoint may provide an alternative service, replacement technology or upgraded service in place of a legacy service.

**22.4.3.** Any replacement service may be subject to a new Service Agreement and Minimum Contract Term.

### **22.5. Limitation of Liability**

**22.5.1.** Midpoint shall not be liable for any loss, interruption, degradation, withdrawal, cessation or reduction in functionality resulting from:

- a) the industry-wide withdrawal of PSTN, ISDN, WLR or other legacy services;
- b) supplier decisions;
- c) network operator decisions;
- d) regulatory requirements; or
- e) the Customer's refusal, delay or failure to migrate to a replacement service.

**22.5.2.** The continued use of a legacy service by the Customer shall constitute acknowledgement and acceptance of the risks associated with the eventual withdrawal or replacement of that service.