

TELEPHONY AND INTERNET SERVICES TERMS

1. Interpretation

1.1 The following definitions apply to these Telephony and Internet Services Terms:

Activation: occurs on the date notified to the Client by the Supplier as the date the relevant Telephony and Internet Service is available for use and 'Activated' shall be construed accordingly.

Carrier: any supplier of telecommunications services to the Supplier where such services are used by the Supplier to provide the Telephony and Internet Services.

Client Equipment: any hardware provided by the Client to access the Telephony and Internet Service.

Early Termination Charges: the early termination charges that are charged by the Supplier to the Client for terminating any Telephony and Internet Services prior to the expiry of the Initial Term or Subsequent Term (as applicable).

Initial Term: has the meaning set out in relevant Order Form.

Network: the network operated to provide the Telephony and Internet Services including any third party networks.

Service Equipment: all and any equipment provided and/or installed at the Service Location by or on behalf of the Supplier in connection with the Telephony and Internet Services.

Service Failure: the Telephony and Internet Service will be considered to have failed if Client has raised a support call and the modem, when correctly connected and configured, does not respond or a BT line test indicates a fault.

Service Levels: the performance service levels as advised to the Client by the Supplier.

Service Location: any premises controlled by the Client at which the Telephony and Internet Services are to be provided.

1.2 Except as defined in these Telephony and Internet Terms, capitalised terms shall have the meanings given to them in the Master Services Agreement found [here](#) (the "Agreement").

1.3 To the extent applicable to the Telephony and Internet Services, in the event of conflict with the terms of these Telephony and Internet Terms and the Agreement, the provisions in these Telephony and Internet Terms shall take precedence and in the event of a conflict with the terms of these Telephony and Internet Terms and an applicable Order Form, the provisions of the applicable Order Form shall take precedence over these Telephony and Internet Terms.

2. Activating the Telephony and Internet Service

2.1 Before Activating a Telephony and Internet Service, the Supplier may:

- (a) verify that each Service Location is in an area in which the Telephony and Internet Service is available;
- (b) carry out a line test and/or site survey;
- (c) where appropriate, provide and/or install Service Equipment;
- (d) carry out credit checks.

2.2 Where checks and/or surveys and/or installation carried out by the Supplier (or their representatives) require attendance at a Service Location, the Client shall liaise with the Supplier and/or its representatives to permit access to such Service Location. The Supplier and/or its representative shall endeavour to agree a date and time for such attendance but it is acknowledged and agreed that the Supplier shall have no responsibility for the failure by the

Carrier to attend on the date or at the time agreed. Installation of certain Telephony and Internet Services may be subject to surveys carried out by the Supplier (a "**Site Survey**") and the Supplier shall not be obliged to provide the Telephony and Internet Services if a Site Survey is incomplete or unsatisfactory or otherwise identifies a problem with providing the Telephony and Internet Services.

- 2.3 If the Supplier determines at any time before Activation that the Telephony and Internet Service cannot be Activated, the Supplier shall notify the Client and any relevant Telephony and Internet Service will be automatically terminated.
- 2.4 The Supplier shall endeavour to notify the Client if Activation is not possible as soon as commercially practicable. In such event, for the avoidance of doubt, paragraph 2.8 shall not apply.
- 2.5 To allow the installation to proceed, the Client shall as and when required by the Supplier and at the Client's sole cost and expense:
 - (a) obtain all necessary consents, including consents for any necessary alterations to buildings;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by the Supplier, or the engineer contracted for the installation or Activation of the Telephony and Internet Service; and
 - (c) provide any electricity and connection points required by the Supplier or its agents.
- 2.6 The Client acknowledges that during, and as a result of, the installation and activation of the Telephony and Internet Services at the Service Locations, temporary loss, interference or disruption to other telecommunications services may occur. The Supplier will use its reasonable endeavours to minimise such interruption or interference and it shall undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, the Supplier will not be liable for any loss, interruption or interference to such other services during installation.
- 2.7 If the Client cancels or terminates:
 - (a) a Telephony and Internet Service at any time before the start date as set out in the Order Form or advised by the Supplier to the Client (the "**Order Committed Date**"), it shall be liable for an administration fee as set out in the Order Form and any Carrier or other specific charges or costs and fees incurred in relation to such Telephony and Internet Service (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by the Supplier in the event of cancellation of the Telephony and Internet Service);
 - (b) the Telephony and Internet Service at any time after the Order Committed Date and prior to Activation, it shall upon such termination be liable to pay Supplier an amount equal to the Early Termination Charges;
 - (c) the Telephony and Internet Service at any time after Activation, it shall upon such termination be liable to pay Supplier an amount equal to the Fees that would have been payable during the entire Initial Term less any already paid.
- 2.8 If the Supplier is unable to Activate a Telephony and Internet Service due to the act or omission of the Client (including the provision of incorrect information), the Supplier may treat the Telephony and Internet Service as terminated by giving written notice to the Client and following such notice may levy the charges provided in paragraph 2.7 (and the Client shall be deemed to have terminated the Telephony and Internet Service at the time of such notice for the purposes determining the payment under paragraph 2.7). Where the Client delays the installation or completion of a Telephony and Internet Service for more than sixty (60) calendar days, the Supplier may terminate the Telephony and Internet Service related to that order by written notice to Client in which event the Client shall be liable to pay the Supplier the Early Termination Charges.

3. Provision of the Telephony and Internet Service

- 3.1 Any dates and timelines specified for performance of a Supplier obligation are estimates only and time shall not be of the essence.
- 3.2 The Client shall pay the Fees relating to the Telephony and Internet Service and any other specific charges or costs and fees incurred in relation to its use of the Telephony and Internet Service, including, but not limited to any fraudulent activity and/or other use of the Telephony and Internet Services by unauthorised parties and any roaming charges.

4. Mobile Telephony Services

- 4.1 For the purposes of this paragraph 4, the following definitions shall apply:

Age Restricted Services: any Mobile Telephony Services for use only by End Users over the age of eighteen (18);

End User: any person who is an ultimate recipient or user of the Mobile Telephony Services;

GSM Gateway: any equipment containing a SIM Card which enables the routing of call or sending of text messages from fixed apparatus to mobile equipment by establishing a mobile to mobile call or data connection;

Mobile Equipment: any phones, SIM Cards and related items (including USB modems and phone chargers packaged along with a phone) or other equipment provided by the Supplier to the Client under this Agreement for use in connection with the Mobile Telephony Service;

Mobile Telecommunications Network: a telecommunications network used for the provision of mobile telecommunications services;

Mobile Telephony Service: the mobile telecommunications service supplied by the Supplier under this Agreement and applicable Order Form; and

SIM Cards: the subscriber identity module provided by the Supplier to the Client in accordance with this paragraph 4 and applicable Order Form.

Use of SIM Cards

- 4.2 Where the supply of Telephony and Internet Services by the Supplier includes the provision of Mobile Telephony Services, the Supplier shall provide such number of SIM Cards as is set out in the Order Form. For the avoidance of doubt, title to the SIM Cards shall remain with the Supplier
- 4.3 Any attempt to use a SIM Card in other equipment that is not Mobile Equipment or otherwise approved by the Supplier in writing may result in serious damage to the Mobile Equipment and may prevent the End User from being able to use it, including the making of emergency calls. In these instances, neither the Supplier nor any Third Party or Network operator shall be responsible for any such damage or usage problems. In addition, the Client agrees not to establish, install or use a SIM Card or an Mobile Equipment, in connection with a GSM Gateway without the Supplier's prior written consent (including devices tethered via cable, Bluetooth or Wi-Fi, to a computer or the Internet when making large volumes of calls, using large volumes of data or sending large volumes of texts). The Supplier reserves the right to withhold its consent for this activity at its sole discretion.
- 4.4 The Supplier will provide the Client with sufficient mobile numbers as are necessary for the Client to receive the Mobile Telephony Service, or (where feasible) use reasonable endeavours to facilitate the porting of mobile numbers from another Mobile Telecommunications Network in accordance with standard porting procedures between Mobile Telecommunications Networks in the United Kingdom. Nothing in this Agreement shall be construed as granting to the Client any right in relation to the mobile numbers other than to receive the Mobile Telephony Service as described in the Agreement and applicable Order Form.

Disconnection of SIM Cards

- 4.5 The Client may give the Supplier written notice to disconnect a SIM Card at any time. Within thirty (30) days from receipt of such notice, the Supplier will disconnect the relevant SIM Card from the Mobile Telephony Service.
- 4.6 In the event that the Client provides such disconnection notice prior to the expiry of the Initial Term or a Subsequent Term (as the case may be), the Client shall pay to the Supplier any applicable Early Termination Charges.

Services and Coverage

- 4.7 The Supplier shall use reasonable endeavours to facilitate the Client's access to overseas Mobile Telecommunications Networks. The Client agrees that the Supplier is not responsible for the performance of any Mobile Telecommunications Networks that are not controlled by the Supplier (including those within the United Kingdom). Overseas Mobile Telecommunications Networks may be limited in quality and coverage, and the Client acknowledges that access, service availability and security depends on various factors outside of the Supplier's control and, accordingly, the Supplier shall not be liable for any failure or non-performance of the Mobile Telephony Services as a result of the same.
- 4.8 The Client will be able to upload and send its own content using the Mobile Telephony Service. The Client grants to the Supplier, any Third Party and any Network operator a royalty-free, perpetual and worldwide licence to store, transmit or otherwise deal with any content so uploaded.
- 4.9 Where the Client opts in to any international roaming services provided as part of the Mobile Telephony Service, the Client accepts that it is agreeing to opt out of any automatic barring (including any European regulatory barring) and agrees to pay for all roamed usage in addition to all other Fees and bundles for which it is liable.

Securing pin, passwords and SIM Card

- 4.10 The Client shall ensure that it keeps all SIM Cards supplied by the Supplier safe and secure whilst in its possession and must ensure that it is able to return the SIM Cards to the Supplier immediately on request. The Client acknowledges and agrees that there will be a charge for any replacement SIM Card supplied by the Supplier save only where the original SIM Card is assessed by the Supplier as being defective.
- 4.11 The Client shall immediately change its PIN or password if it or the Supplier becomes aware that someone is accessing Services on the Client's account without the Supplier's permission.

Age Restricted Services

- 4.12 If any End User is under the age of 18, they are not permitted to access Age Restricted Services (if any) and the Client will ensure that it has deactivated any access to Age Restricted Services in the event that anyone under the age of 18 use the Mobile Equipment. If an End User is under the age of 18 or over and accesses the Age Restricted Services, they must not show or send content from the Age Restricted Services to anyone aged under 18. The Client shall procure that all End Users comply with this paragraph.

Responsible use of Mobile Telephony Services outside the UK

- 4.13 If the Client uses the Mobile Telephony Services from or in a country outside the UK, its use of the Mobile Telephony Services may be subject to laws and regulations that apply in that other country. The Client shall be solely responsible for compliance with all such foreign laws and regulations and the Supplier shall have no liability whatsoever for the Client's failure to comply with such foreign laws or regulations.

Porting to another provider

- 4.14 If the Supplier receives a written request from the Client to port a mobile number to another provider, the Supplier shall use reasonable endeavours to facilitate the provision of a porting authorisation code ("PAC") to the Client in accordance with current regulatory guidelines. The Supplier shall be entitled to charge the Client an administration fee per mobile number to cover the cost of removing such number from the Mobile Telephony Service, at Supplier's then current rates for carrying out such porting request.
- 4.15 If the Client ports a mobile number away from the Supplier then, in addition to the administration fee referred to above at paragraph 4.14, the Client shall be liable for any outstanding Fees due to the Supplier pursuant to this Agreement, including any Early Termination Charges.

5. Service Equipment and Service Locations

- 5.1 The Supplier and its agents and subcontractors may during the term of the Telephony and Internet Services: (i) install and keep installed the Service Equipment at each Service Location; and (ii) the right to enter and re-enter each Service Location as and when required in order to install, test, operate, maintain and remove the Service Equipment.
- 5.2 The Client shall (i) prepare and provide reasonable access to the Service Location to enable the Supplier (and/or their sub-contractors) to provide the Telephony and Internet Services (ii) prepare and provide a safe and suitable environment for housing the Service Equipment, including appropriate protection from weather, security, availability of power, cooling, heating and ventilation and (iii) maintain adequate policies of insurance which provide cover for the Service Equipment. The Client shall comply with health and safety regulations and other applicable standards in relation to staff of the Supplier (and/or their subcontractors) attending each Service Location.
- 5.3 The Client shall be responsible for the maintenance of the Client Equipment and cables connected to the Network unless otherwise agreed by the Parties.
- 5.4 The Client shall not make any replacement, interference, modification, adjustment or connection to the Service Equipment save as agreed by Supplier in writing.
- 5.5 The Client shall:
- (a) not stack any equipment or materials on top of Service Equipment;
 - (b) take all reasonable steps to secure against any unauthorised use of the Service Equipment;
 - (c) ensure the safe keeping of the Service Equipment at a Service Location and indemnify Supplier for any loss or damage to the Service Equipment other than arising from the acts or omissions of Supplier or its sub-contractors;
 - (d) ensure that all Service Equipment located in any Service Location or otherwise connected to the Network has the relevant electrical protection and failsafe measures, labelling and instructions for use as may be required by law and is connected to the Network and used in accordance with any applicable laws and instructions;
 - (e) ensure the compatibility of any applications, including Client Equipment, the Client's wish to use with the Telephony and Internet Services and ensure that any such applications do not harm the Network, Telephony and Internet Services, or any other Client's network or equipment; and
 - (f) with the exception of Service Equipment the Client shall be responsible for providing computer hardware, software and telecommunications equipment and services to access and use the Telephony and Internet Services.
- 5.6 Ownership and title in the Service Equipment shall remain with the Supplier at all times during the Term of the relevant Telephony and Internet Service, unless agreed otherwise in writing between

the Parties. The Client shall not charge, mortgage or otherwise deal with the same and shall use all reasonable efforts to prevent third parties from asserting rights in relation to the Service Equipment.

- 5.7 The Client shall ensure that all equipment connected to a Telephony and Internet Service is connected to and used with the Telephony and Internet Service in accordance with the published instructions and any safety and security procedures notified to the Client.
- 5.8 The Supplier makes no warranty that a Telephony and Internet Service will interoperate properly with any equipment not procured from the Supplier in connection with that Telephony and Internet Service.
- 5.9 The Client shall ensure that the Service Equipment is made available to the Supplier for collection in its original packaging or packaging provided by the Supplier and in good working order within two (2) weeks of cessation of Telephony and Internet Service. If not returned, the Supplier may charge the Client the full cost of replacement at manufacturer's list price at that time.
- 5.10 The Client shall notify the Supplier in writing promptly after becoming aware that it is in breach of this paragraph 5. Where the Client does not comply with this paragraph 5 or any other obligations under the Agreement and such non-compliance results in or is likely to result in a Service Failure or period where there is no network availability, the Supplier will use reasonable endeavours to notify the Client of the matter promptly so that the Client can remedy the non-compliance within a reasonable period, and in any event no later than thirty (30) days from receiving notice of the matter. If the Client does not remedy the non-compliance the Supplier shall have the right to immediately suspend the Telephony and Internet Services, at the Client's expense, until non-compliance has been remedied to the Supplier's reasonable satisfaction. Where non-compliance is not remedied for three (3) or more months following notice of the matter by the Supplier, the Supplier shall have the right to terminate the applicable Telephony and Internet Services, and the Client shall pay the associated Early Termination Charges.
- 5.11 Unless otherwise agreed in a Order Form, the Supplier shall not be responsible for assessing the Client's, facilities, computer and/or transmission capacity requirements, the Client shall be solely responsible for assessing its requirements, and for the avoidance of doubt, the Supplier shall have no liability under or in connection with the Agreement to the extent that the Client's stated requirements are inadequate or are otherwise not fit for purpose.
- 5.12 The Supplier shall have the right to examine, from time to time, the Client's use of the Telephony and Internet Services and the nature of the data/information that the Client is transmitting or receiving via the Telephony and Internet Services where such examination is necessary: (i) to protect and/or safeguard the integrity, operation and functionality of the networks; and/or (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.
- 5.13 The Client warrants and represents that:
 - (a) it shall not introduce any viruses, and shall not allow any viruses to be introduced, to the Network;
 - (b) it shall comply with all applicable laws, rules and regulations of governmental entities, having jurisdiction over such performance, including any health and safety legislation and environmental legislation;
 - (c) upon the Supplier's request, it shall immediately give the Supplier all assistance, cooperation and information necessary in order for the Supplier to comply with its obligations under the Regulation of Investigatory Powers Act 2000 and all laws regarding data protection and data retention.
- 5.14 The Supplier will have no liability to the Client relating to the provision or performance of any Telephony and Internet Services affected by the any failure by Client to comply with this paragraph

5. The Client shall indemnify the Supplier, its representatives, agents and subcontractors in respect of all and any costs, losses, damages, expenses (including legal expenses), fines and penalties, proceedings, actions, liabilities, and claims incurred by or brought or threatened against, the Supplier as a result of a breach of this paragraph 5.

5.15 Any breach by the Client of the provisions of this paragraph 5 shall be deemed a material breach of the Agreement.

6. Telephony and Internet Service suspension/alternation

6.1 Without prejudice to its other rights or remedies hereunder or generally at law, the Supplier may suspend provision of the Telephony and Internet Services or any part thereof without liability to Client:

(a) forthwith on written notice to Client (i) where the Supplier reasonably believes the Client is in breach of paragraph 5; and/or (ii) where the Supplier has a right to terminate the Agreement, irrespective of whether it has exercised such right; and/or (iii) where the Client fails to pay any Fees, subject to the Supplier giving Client at least fourteen (14) days prior written notice of its failure to pay and threatening suspension and such notice having expired without due payment by the Client) (iv) where Supplier is required to comply with an order, instruction or request of a Government, court, agency or other competent administrative or regulatory authority, provided that Supplier gives written notice to Client where practicable.

(b) as provided in paragraph 6.3; and/or

(c) temporarily with as much notice as is reasonably practicable in the circumstances where such suspension is required for operational or technical reasons as provided in paragraph 6.3. The Supplier shall reinstate the Telephony and Internet Services suspended under this paragraph 6.1.(c) as soon as reasonably practicable.

6.2 The Supplier shall reinstate Telephony and Internet Services suspended under paragraph 6.1 in its absolute discretion which shall in any event be subject to payment by the Client of a charge as set out in the Order Form and any direct pass through costs incurred by the Supplier as a result of suspension and/or reinstatement. If the Supplier has not reinstated a Telephony and Internet Service suspended under paragraph 6.1 within a period of thirty (30) days from the date of suspension, such Telephony and Internet Services shall terminate automatically at the expiry of such thirty (30) day period, in which event the provisions of paragraph 7 and Clause 15 of the Agreement shall apply.

6.3 The Supplier shall be entitled to terminate, suspend or modify a Telephony and Internet Service and related Telephony and Internet Service, without any liability, if any consent, licence or authorisation which the Supplier requires in order to provide that Telephony and Internet Service is not obtained, withdrawn or otherwise cancelled or the provision of the Telephony and Internet Service would result in Supplier being in breach of contract to a third party; in the event of a modification that is materially detrimental to the Telephony and Internet Service, the Client shall have the right to terminate the Telephony and Internet Services by written notice to the Supplier, such notice to have immediate effect. The Supplier shall use its reasonable endeavours to give the Client reasonable notice prior to such termination or modification taking effect. Any charges paid in advance for the terminated Telephony and Internet Services in respect of the period after termination shall be refunded to the Client save to the extent that these are in respect of committed carrier charges that cannot be recovered by the Supplier from the carrier.

6.4 Temporary changes may be made to the Network or the technical specification of a Telephony and Internet Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the Network or Telephony and Internet Services. If

these changes will be materially detrimental to the Telephony and Internet Service the Supplier will use reasonable endeavours to inform Client in advance.

- 6.5 The Supplier may from time to time carry out maintenance to the Network and/or Telephony and Internet Service for purposes of providing new installations, updating facilities and general maintenance ("**Scheduled Maintenance**"), during which the Telephony and Internet Service will be unavailable. The Supplier will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.
- 6.6 Where the Supplier needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance ("**Emergency Maintenance**") to any Telephony and Internet Service and/or the Network, the Supplier may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

7. Termination

- 7.1 The Telephony and Internet Services shall commence on the date stated in the relevant Order Form and shall remain in full force unless terminated in accordance with such Order Form. Notwithstanding any termination of the Telephony and Internet Services, the Client shall remain liable for the Fees payable for all remaining amounts owing up to the end of the Order Form term.
- 7.2 On termination:
- (a) the Client shall permit the Supplier and their authorised representatives, agents and subcontractors access to each Service Location to remove the Service Equipment; and
 - (b) to the extent that the Client has requested in writing that the Supplier ports the Telephony and Internet Services to a third party supplier, the Supplier shall be entitled to charge the Client at Supplier's then current rates for carrying out such porting request.

8. Liability

- 8.1 The Supplier is not liable, and will not be liable in any circumstances for any loss or damage, whether direct or indirect, which results or may result from:
- (a) the Client's, access to, or inability to access, the internet or use therefore for any purpose whatsoever; and/or
 - (b) any reliance on or use of information, service or goods purchased on or through the Telephony and Internet Service or the internet.
- 8.2 Subject to Clause 12.3 of the Agreement, but notwithstanding anything else in these Telephony and Internet Terms, the Supplier shall not be liable in contract, tort (including negligence or breach of statutory duty) for:
- (a) losses or claims relating to the transmission or receipt of infringing or unlawful information or content of whatever nature transmitted via the Telephony and Internet Service;
 - (b) loss of, damage to or corruption of data, or files, stored, transmitted or used on the Network;
 - (c) loss or damage suffered by Client as a result of any virus or other hostile computer program, denial of service, spamming, or hacking being introduced via the Telephony and Internet Service.