

1. DEFINITIONS

1.1. In these Conditions, the following terms and expressions shall have the following meanings unless the context otherwise requires:

“Additional Terms”	means the additional terms relating to the Goods & Services which are stated or referenced on the Framework Agreement or on the Order Form;
“Assumptions”	means the assumptions, express or implied, made by the Company when entering into the Contract as evidenced by the quotation documentation, Framework Agreement, any Additional Terms and obligations of the Customer set out in these Conditions;
“Company”	means the supplier of the Goods & Services as specified on the Order Form;
“Conditions”	means the Company’s terms and conditions of sale which are set out below in this Schedule together with those set out in the Framework Agreement;
“Confidential Information”	means proprietary information and/or any information obtained from the other party in connection with these Conditions which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence;
“Contract”	means a separate contract governed by the terms of the Framework Agreement or, in the event the Customer has not entered into a Framework Agreement, these Conditions and the Additional Terms (if any);
“Customer”	means the Person for whom the Company has agreed to provide the Goods & Services in accordance with these Conditions;
‘Customer Data’	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer’s behalf for the purpose of using the Services or facilitating the Customer’s use of the Services.
‘Data Protection Legislation’	means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms “data controller”, “data processor”, “process” and “personal data” shall have the meanings given to those terms in such data protection laws and regulations;
‘Employment Liabilities’:	any and all costs claims demands fines expenses (including reasonable legal and other professional expenses) payments wages actions proceedings compensation awards interest loss damages or penalties incurred or arising in each case out of the application of the TUPE Transfer Regulations including any liabilities for any income tax to be collected through the Pay As You Earn scheme and any primary and secondary National Insurance Contributions.
“End User Licensed Software”	means any end user software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a “click wrap” or “shrink wrap” licence agreement;
“Framework Agreement”	means the framework agreement made between and the Company and the Customer as varied from time to time in writing and setting out the commercial terms of the ongoing relationship between the parties and which incorporates these Conditions and the Additional Terms (if any);
“Force Majeure”	means an event beyond the control of the Company or the Customer, which prevents a party from complying with any of its obligations under this Contract, including but not limited to: <ul style="list-style-type: none">• act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);• war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;• rebellion, revolution, insurrection, or military or usurped power, or civil war;• contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

Schedule 2 to the Framework Agreement
Fourteen IP Communications Ltd GENERAL TERMS & CONDITIONS of Sale (August 2017)

- riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- acts or threats of terrorism.

“Goods & Services”	means the goods and/or services (including the installation of those goods and services or any parts of them) specified on the Order Form;
“Order Form”	means the Company’s order form on which the individual details of each Customer order are accepted in accordance with Clause 5.2;
“Parties”	means the Customer and the Company together;
“Person”	means an individual or a body corporate or a limited partnership or other partnership and “Persons” shall be construed accordingly;
“Premises”	means the premises in which the Goods & Services are to be installed or to which they are to be supplied as agreed by the Company;
“Services”	means the service element provided as part of the Goods & Services as described in the Order Form.
‘TUPE Transfer Regulations’	the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended or replaced from time to time.
“Writing”	means in writing and includes e-mail.

- 1.2 Except where the context otherwise requires words, in these Conditions denoting the singular include the plural and vice versa and words denoting one gender include all genders.
- 1.3 References to clauses are to clauses of these Conditions.
- 1.4 Clause Schedule and paragraph headings in these Conditions are for ease of reference only and do not affect the construction of these Conditions or the Contract.
- 1.5 General words shall not be given a restrictive meaning:
- 1.5.1 if they are introduced by the word “other” by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - 1.5.2 by reason of the fact that they are followed by particular examples intended to be embraced by those general words.
- 1.6 Any reference in these Conditions to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 References to clauses and schedules are to the clauses and schedules of these Conditions and references to paragraphs are to paragraphs of the relevant schedule.

2. PARTIES, TERM and CONTRACT

- 2.1 All transactions as between the Company and the Customer are as between principal and principal and are subject to the Framework Agreement (if any), these Conditions and any Additional Terms (if any).
- 2.2 Each time the Company agrees to supply Goods & Services to the Customer a Contract is formed between the Parties.
- 2.3 The term of the Framework Agreement is as stated in the Contract Details and the term of each service shall be for the same period except where an alternative term is stated in the Additional Terms relating to that Service.

3. VARIATION

Neither the Contract nor the Framework Agreement can be varied, altered or cancelled unless such variation, alteration or cancellation is agreed in Writing and signed by the authorised representatives of the Company and the Customer.

4. WAIVER

Any concession, latitude or waiver allowed by either party at any time shall apply only to the extent specifically covered by such concession, latitude or waiver and shall not prevent either party otherwise exercising its full rights under the Framework Agreement or the Contract.

5. ACCEPTANCE OF ORDERS

- 5.1. All quotations made, and price or product lists supplied, by the Company are subject to withdrawal and alteration without notice (unless they are expressly stated to be valid for a set time in which case they shall expire automatically at the end of the stated period) and do not constitute an offer to supply goods and/or services.
- 5.2. No order submitted by the Customer shall be deemed accepted, and no Contract shall come into force, until the Company has confirmed such order in Writing, to the Customer stating that it has accepted the order concerned.
- 5.3. No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company, signed by a duly authorised representative of the Company, and in terms that the Customer shall indemnify the Company in full against all loss, costs, damages, charges and expenses incurred by the Company arising as a result of or in connection with such cancellation.
- 5.4. The Company reserves the right to accept or refuse orders. The Company also reserves the right (without prejudice to any other remedy) to suspend delivery in the event of the Customer's commitments (including the payment on the due dates for Goods & Services delivered) with the Company not being met.
- 5.5. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company the necessary information relating to the Goods & Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 5.6. The quantity, quality and description of, and any specification for, the Goods & Services shall be those set out on the Order Form or as per any applicable Additional Terms.
- 5.7. The Company reserves the right to make any changes to the specification of the Goods & Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods & Services are to be supplied to the Company's specification, which do not materially affect their quality or performance.
- 5.8. All Contracts are made on the basis that the Assumptions are correct and if for any reason whatsoever these Assumptions are found not to be correct, and in addition to any other rights in relation to a breach of this Contract, the Company may at its sole discretion increase the price of the Goods & Services to reflect this change to the Assumptions. Where there are changes to the Assumptions the Customer acknowledges that this may affect the Company's performance of their obligations under the Contract, including but not limited to any timescales agreed, and the Customer agrees that the Company shall have no liability for breaching the Contract or the Framework Agreement in relation to any breach caused by a change to the Assumptions.

6. REPRESENTATIONS

- 6.1. The Company's employees or agents are not authorised to make a legally binding representation concerning the Goods & Services or the Contract and no representation binds the Company unless the same shall have been put into Writing and signed by a director of the Company.
- 6.2. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of any representations which are not confirmed in Writing.
- 6.3. The Company may at any time correct without liability any typographical, clerical or other error or omission in the sales literature, quotations, price list, acceptance of offer, invoice or

other document or information issued by it.

- 6.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to installation, storage, application or use of the Goods & Services which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

7 SPECIFICATION

- 7.1 With a view to improving the Goods & Services at all times the Company reserves the right to make reasonable changes to the specification of the Goods & Services without reference or liability to the Customer.
- 7.2 It is incumbent upon the Customer to satisfy itself absolutely that the Customer fully understands the specification of the Goods & Services that the Customer is purchasing.
- 7.3 Subject to the generality of clause 7.1 the specification of the Goods & Services to be supplied to the Customer by the Company shall be in accordance with the description of such goods and services indicated on the confirmation of acceptance of the order by the Company subject always to all and any amendments or variation whatsoever which may be agreed in Writing between the Company and the Customer subsequent to the confirmation of acceptance of the order and before delivery.
- 7.4 The Company does not guarantee that the Goods & Services will be continuously available and/or fault-free. The Customer acknowledges that faults and bugs may occur from time to time.
- 7.5 The Company will use reasonable endeavours to provide the Goods & Services subject to technical and commercial feasibility.

8 CARRIAGE AND PACKAGING

- 8.1 Unless expressly stated in Writing by the Company all prices quoted exclude postage, packing and delivery which shall be payable by the Customer.
- 8.2 The packaging of the Goods & Services is at the sole discretion of the Company which shall have the right to pack or deliver the Goods & Services in such reasonable manner and with such reasonable materials as it thinks fit.

9 PRICE

- 9.1 All prices shall be exclusive of value added tax and any other taxes from time to time in force.
- 9.2 The price shall be the price stated on the Order Form.
- 9.3 All prices are subject to survey. The Customer accepts that following a survey the Company may amend the price within 30 days of the survey to reflect the actual requirements of the Premises without any formal variation process and the new price shall apply to this Contract. In the event of an increase of more than 10% to the price the agreed variation procedure whereby both parties' authorised representatives sign the variation agreement shall be used. Where no variation can be agreed the Company reserves the right but not the obligation to cancel the contract within 10 days of the new price being issued and no reply or a refusal to vary being made by the Customer.
- 9.4 Notwithstanding clause 9.3, the Company reserves the right, by giving notice to the Customer at any time before delivery, to make reasonable increases to the price of the Goods & Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods & Services which is requested by the Customer, or any delay caused by any

instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

- 9.5 The Customer accepts that the call tariffs set out in the Company price lists and tariffs are set by the Company by reference to the telecommunications tariffs of third parties which the Company pays to provide the Services to the Customer (insofar as the applicable Services are being provided to the Customer by the Company). Those third-party tariffs are not controlled by the company and are subject to increase or decrease at any time. Due to the nature of these circumstances the Company may increase or decrease its call tariff changes as set out on the price list and the Customer shall pay such increased or decreased rate in the charges.
- 9.6 Notwithstanding clause 9.3, 9.4 and 9.5, on the 1st January each year the Company shall be entitled by way of written notice to increase the price of the Goods & Services to the Customer by a percentage equivalent to the increase in the retail price index of all items published by the Office for National Statistics (reference "CHAW") over the 12-month period ending 31 December before the increase is to take effect). Any increase shall take effect from the 1st January for the following 12-month period until a further variation (if any) is made in accordance with this Clause.
- 9.7 The price quoted is based on a specified number of visits being made to the Premises and where additional visits over and above this stated number are required the Company shall be entitled to make a reasonable charge for such additional visits.

10 PAYMENT

- 10.1 Except as otherwise agreed in Writing by the authorised representatives of the Company the price shall be paid in full at the latest on the delivery of the Goods & Services, unless the Customer is an account customer, in which case payment is required within fourteen days of the date of the Company's invoice. Time of payment of the price is of the essence.
- 10.2 All monthly payments shall be paid by direct debit or otherwise shall incur an additional fee of £3.50 per service per month. In the event that a legitimate direct debit charge cannot be collected a £30 administration fee will be charged to the Customer's account.
- 10.3 Payment shall be deemed to be made only when cleared funds have been received by the Company and the Company's bank account credited.
- 10.4 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law.) The Company may at any time without limiting its other rights or remedies set off any amount owing to it by the Customer against any amount payable by the Company for the customer.
- 10.5 For the avoidance of doubt the Customer shall be liable for all and any telecommunication charges payable to any third party arising out of the Customers use of the services.
- 10.6 Where the Goods & Services are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods & Services, the Company shall be entitled to invoice the Customer for the price at any time after the Company has tendered delivery of the Goods & Services.
- 10.7 If the Customer fails to make any payment on or before the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to suspend further deliveries and/or Services (including phone line services and maintenance services) to the Customer until payment has been made in full.
- 10.8 If the Customer fails to make any payment on or before the due date and the debt remains overdue for a period of 14 days after a letter requiring payment of such a debt then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to either:
- 10.8.1 cancel the Contract and claim from the Customer by way of liquidated damages a

sum equal to the costs, direct losses, loss of profit and an appropriate amount in respect of administrative overheads, in each case related to the Contract, but giving credit for any sums paid to the Company; or

10.8.2 bring an action for the invoice value (less any amount of it previously paid to the Company).

10.9 In the event of late payment of any sum due from the Customer to the Company, the Company may charge the Customer interest (both before and after any judgment) on the amount unpaid, on a daily basis and on the basis of a year of 365 days at the rate of 4% per annum above Santander UK plc base rate from time to time, compounding with quarterly rests until payment in full is made).

10.10 The Customer shall not withhold or reduce the amount due on account of any complaint unless such complaint has been received in Writing by the Company and the Company has issued a credit note in satisfaction of such a complaint.

11 COLLECTION

11.1 If the recovery of any sums outstanding from the Customer to the Company is passed to a debt collection agency, the Customer shall pay, on an indemnity basis, the Company's costs incurred in instructing the said debt collection agency and all legal and other costs ancillary thereto.

11.2 Without prejudice to clause 11.1, the Company reserves the right to charge the Customer for any costs incurred in collecting sums outstanding from the Customer to the Company, including lawyer's fees and bank charges for returned cheques.

12 DELIVERY

12.1 Save where the Customer collects the Goods & Services from the Company's premises (in which case delivery shall take place at the Company's premises) delivery shall take place at the Customer's premises or such other location stated on the Order Form.

12.2 The Company shall use its reasonable endeavours to complete on any delivery dates stipulated, but such dates are approximate only and the Company shall not be liable to the Customer for any loss, damage, injury, penalty, claim or any other matter of whatsoever nature arising from any delay in delivery and time for delivery shall not be of the essence of the Contract.

12.3 The Company shall be entitled to deliver Goods & Services by instalments. Where the Goods & Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with the Contract or any claim by the Customer in respect of any one or more of the instalments in accordance with this Contract or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

12.4 The Company reserves the right to withhold delivery of Goods & Services to the Customer at any time when the Customer is exceeding or upon delivery would exceed any credit limit with the Company, either in relation to such Goods & Services or otherwise.

12.5 A delivery or collection note or acceptance or satisfaction note (or other analogous document) signed by the Customer or by the Company or other third party as the duly authorised agent of the Customer is deemed to be absolute evidence of delivery or collection of the Goods & Services specified in the note.

12.6 In the event that the Customer postpones or in any way delays a delivery and/or installation date and the Company has to re-schedule such delivery and/or installation, the Company reserves the right to charge the Customer for any additional expenses thereby incurred.

13 INSTALLATION/SUPPLY

- 13.1 No work or materials other than as set out in the Contract, agreed plan and specification will be supplied or fitted. Unless agreed explicitly as part of the Contract the Company does not undertake to determine if the Premises or any part of the existing structure are suitable for the installation and/or supply. Where the Premises is not immediately suitable for the installation or supply, the Company shall not be liable for any delay relating to this unsuitability and the Customer agrees to pay any reasonable Company expenses, including labour, which are necessary to make the Premises available for the supply.
- 13.2 The Company shall clear away any Company equipment and easily removable waste using the Customer's waste facilities and apart from this obligation the Customer is not responsible for making the Premises good after any work undertaken by the Company at the Premises, including without limitation replacing and re-siting items and for re-decorating.
- 13.3 The area where the Goods & Services are to be installed and/or supplied must be cleared and made safe by the Customer and made ready for the installation and/or supply on the due date to the satisfaction of the Company. Where the Customer fails to clear the area and it is necessary for the Company to provide labour to do this, the Customer shall pay the Company's proper charges or the work.
- 13.4 The Company does not undertake to widen any existing brick apertures of windows or doors or carry out any structural alteration or building work.
- 13.5 The Company shall not be responsible for and will not undertake any wiring, electrical, plumbing or heating work except to the extent that any such work is necessary for the proper installation and/or supply of Goods & Services.
- 13.6 The safety of all materials left on site and part completed installation and/or supply shall be the responsibility of the Customer who shall be liable to the Company for any theft, accidental, malicious or negligent damage and the Customer shall ensure the provision of adequate insurance to cover any loss thereby caused and shall provide a copy on request to the Company within a reasonable time.
- 13.7 Unless and except to the extent expressly agreed otherwise by the Company in Writing, the Company will not undertake any decorating work and will not be responsible for any damage caused to plastering, tiling or decorations.
- 13.8 The Customer will give access to the Premises to the Company, its subcontractors and their respective servants and workmen at all reasonable times so that the Company may complete the installation and/or supply in accordance with the Contract.
- 13.9 The Customer agrees to allow the free use of any services supplied to the Premises for the purposes of, or incidental to, carrying out the installation and/or supply.
- 13.10 Notwithstanding that the Company may have agreed to install and/or supply the Goods & Services for the Customer the Goods & Services shall nevertheless be considered as delivered to the Customer when the Goods & Services are delivered in accordance with clause 12.

14 DELEGATION

The Company may employ sub-agents or sub-contractors or otherwise delegate to any third party the performance of any of its obligations under the Contract. Every act or omission of such a sub-agent, sub-contractor or third party shall for the purposes of the Contract and these Conditions be deemed to be the act or omission of the Company.

15 STORAGE CHARGES

- 15.1 If the Customer fails to take delivery of the Goods & Services or fails to give the Company adequate delivery instructions at or before the time stated for delivery (otherwise than by

reason of default of the Company, its employees or agents) then, without prejudice to any other right or remedy available to the Company, the Company may:

- 15.1.1 store the Goods & Services until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
- 15.1.2 sell the Goods & Services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

16 CLAIMS AND DAMAGES

- 16.1 The Company shall use its reasonable endeavours to deliver or provide the Goods & Services in accordance with any specification agreed with the Customer and, unless otherwise agreed in Writing between the Company and the Customer, the Company warrants that the quality and finish of the Goods & Services shall be reasonable in compliance with the general recognised standards in the trade for the class of work and type, quality and finish of the Goods & Services concerned. Unless otherwise agreed, the Goods & Services (including any equipment and hardware) are subject to the manufacturer's warranty.
- 16.2 The Company undertakes, except as excluded by or in these Conditions, to make good, free of charge, any defects which under proper use appear in the Goods & Services, components or parts subject to the Contract, within a period of one year after installation and/or supply at the Premises and which are due to faulty materials, provided there has been no maltreatment thereof and provided further that the Company is notified in Writing immediately when such defects appear. Under no circumstances shall this provision replace any maintenance services to be provided by the Company (whether provided under this Contract or a separate maintenance agreement) and the obligation at this clause 16.2 shall be limited to a breach of warranty as set out at this clause 16.2.
- 16.3 Notwithstanding clause 16.2 (but subject to clause 16.14) the Company shall have no liability at any time:
 - 16.3.1 in respect of any defect arising from any drawing, design or specification supplied by the Customer; and/or
 - 16.3.2 in respect of any defect appearing in the Goods & Services, or any component part of the Goods & Services, which is due, or partly due, to the material of which the same is made, its design or any method of manufacture or process of treatment applied thereto by any person other than the Company, or as specifically requested by the Customer, in which case the Customer shall be entitled to the benefit of such warranty or guarantee only as is given by the manufacturer to the Company; and/or
 - 16.3.3 in respect of any defect in the Goods & Services arising from fair wear and tear, wilful damage, accident, negligence by the Customer or any third party, use otherwise than as recommended by the Company, maltreatment or alteration, or repair of the Goods & Services without the Company's approval in Writing; and/or
 - 16.3.4 in respect of any alleged defect in the Goods & Services following discovery of which the Customer continues to use the Goods & Services.
- 16.4 Except as excluded by clause 16.3, where the Goods & Services are defective for any reason, including negligence, the Company's liability (if any) shall be limited (subject to clause 16.14) at its reasonable discretion to:
 - 16.4.1 replacing the Goods & Services;
 - 16.4.2 rectifying such defects at its own expense; or
 - 16.4.3 granting the Customer, a full or partial refund or credit note for the appropriate

part of the purchase price; in which case (subject to clause 16.14) the Company shall have no further liability to the Customer.

- 16.5 Notwithstanding clause 16.4, but subject to clause 16.14, no liability will be accepted by the Company for any claim by the Customer which is based on any defect in the Goods & Services unless the Customer notifies the Company in Writing within seven days of receipt of the Goods & Services or where the defect was not apparent on reasonable inspection, within a reasonable time after discovery of the defect; and then provided only:
- 16.5.1 that if required by an authorised representative of the Company, the defective parts or the Goods & Services complained of, are returned to the Company at the Customer's risk and expense; and
- 16.5.2 that the Goods & Services returned, where possible, are returned in their original packaging.
- 16.6 Subject to clause 16.14, but without prejudice to clause 12.2, the Company shall not be liable for indirect loss or third party claims occasioned by delay in delivering the Goods & Services or for any loss to the Customer arising from delay in transit, whether as a result of the Company's negligence or otherwise.
- 16.7 Advice of damage, delay or partial loss of Goods & Services in transit, non-delivery or of quantity shortages or excess must be given in Writing to the Company within three days of delivery or performance (or, in the case of non-delivery, within seven days of dispatch of the Goods & Services) and any such claim must be made in Writing to the Company within seven days of delivery or performance (or in the case of non-delivery within fourteen days of dispatch). All other claims must be made in Writing to the Company within three days of delivery or performance. Without prejudice to clauses 12.2 and 16.6, but subject to clause 16.14, the Company shall not be liable in respect of any claim unless these requirements have been complied with except in any particular case where the Customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was obtained and the claim made as soon as reasonably possible.
- 16.8 All Goods & Services must be stored by the Customer in suitable conditions and the Company will not be liable to the Customer for any defects brought about by the Customer storing the Goods & Services in unsuitable conditions.
- 16.9 Subject to clause 16.14, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract or these Conditions, or by reason of any breach of any of the foregoing, for:
- 16.9.1 any loss of profits or anticipated savings, or any loss of revenue, data, contracts or goodwill; nor
- 16.9.2 any special, indirect or consequential loss, damage, costs or expenses or other claims for special, indirect or consequential compensation whatsoever (whether or not the Company has or shall have been advised of the possibility of any such loss, damage, costs, expenses or other claims occurring); nor
- 16.9.3 any sum or sums to the extent that they exceed the value of the Goods & Services.
- 16.10 The Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property right of any other person or any claim of libel or illegality which results from the Company's use of any specification, materials or information supplied by the Customer, provided that such information is used by the Company as agreed and/or directed by the Customer.

- 16.11 The Customer shall indemnify the Company against all loss or damage incurred by the Company, including any liability to any third party incurred by the Company, during or as a result of or in connection with the installation and/or supply of the Goods & Services save to the extent that such loss or damage was caused by the negligence or other fault of the Company.
- 16.12 Subject to clause 16.14, the Company shall be under no liability whatsoever in respect of any advice it has given or views it has expressed whether or not such advice is given or such views are expressed at the Customer's request.
- 16.13 Any suggestions or recommendations by the Company for any Person to act as an installer or supplier of the Goods & Services are made in good faith but without any responsibility on the part of the Company. No such installer shall be regarded as an agent of the Company for any purposes whatsoever.
- 16.14 Nothing in these Conditions shall exclude the Company's liability for death or personal injury as a result of its negligence or its liability resulting from its fraud or any other liability which cannot be excluded by law.

17 RETENTION OF TITLE

- 17.1 The Customer acknowledges that before entering into the Contract it has expressly represented and warranted to the Company that it is not insolvent and has not committed any act of bankruptcy or being a Company with limited or unlimited liability no resolution for its winding up has been passed or proposed and there are no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver or entitle any Person to petition for winding up of the Customer or exercise any other right over or against the Customer or its assets and no administration order in respect of the Customer has been made or petitioned for.
- 17.2 Risk in the Goods & Services shall pass to the Customer on delivery and the Customer shall insure the Goods & Services accordingly. In the event of any loss or damage to the Goods & Services prior to the Company receiving payment in full for the Goods & Services or in respect of any sums owed by the Customer to the Company, the Customer shall hold the proceeds of any such insurance on behalf of the Company as trustee for the Company provided that in the event that payment is still outstanding from the Customer as at the date of receipt of any such proceeds, such proceeds shall be applied for the payment of the Goods & Services.
- 17.3 Notwithstanding the delivery and passing of risk in the Goods & Services or any other provision of these Conditions, the legal and beneficial property and title in the Goods & Services shall remain in the Company and shall not pass to the Customer until:
- 17.3.1 the purchase price of all Goods & Services comprised in the Contract has been paid in full to the Company in cleared funds; and
- 17.3.2 any other sums due from the Customer to the Company have been paid in full to the Company in cleared funds.
- 17.4 So long as the property in the Goods & Services remains vested in the Company the Customer shall keep the Goods & Services as the Company's fiduciary agent and bailee and shall owe to the Company the normal fiduciary obligations of a bailee by way of custody of the Goods & Services and shall insofar as may be possible store them in such a way that they are identifiable as the property of the Company and separate from all other goods in the Customer's possession.
- 17.5 Insofar as the Customer shall, or shall purport to, offer for sale and sell any of the Goods & Services, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Company. The Company shall, by reason of the said relationship of bailment between the Customer (as bailee) and the Company (as bailor) referred to above, be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf

of the Customer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Customer shall discharge the debt due to the Company and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

- 17.6 Until such time as the legal ownership in the Goods & Services passes to the Customer, the Company may at any time enter upon any of the Customer's premises and remove the Goods & Services there from and the Customer irrevocably permits the Company access to the said premises to do so. The Customer shall indemnify the Company on a full indemnity basis against all loss, damage, costs or expenses so arising including loss, damage, costs or expenses in respect of third party claims.
- 17.7 The Customer may attach or fix the Goods & Services to other property belonging to the Customer but, provided that the Goods & Services may be removed without causing damage (other than superficial damage) to the property of the Customer, such attaching or fixing shall not affect the ownership of the Goods & Services.
- 17.8 In the event that the price for the Goods & Services is not paid by the due date the Company shall at its absolute discretion be at liberty either to recover the Goods & Services or maintain an action for the price and/or damages and related costs & expenses.
- 17.9 No provision of these Conditions shall prejudice the Company's right to exercise any alternative remedies whatsoever in default of payment by the Customer or any other breach.

18 TERMINATION

- 18.1 Save as appears in these Conditions and in any applicable Additional Terms the Customer shall have no right to cancel the whole or any part of the Contract and if notwithstanding this clause, the Customer shall purport to cancel the whole or any part of the Contract, the Company may, by notice in Writing to the Customer, elect to treat the Contract as repudiated and the Customer shall thereupon be liable to pay the Company by way of liquidated damages a sum equal to the costs, direct losses, loss of profit and an appropriate amount in respect of administrative overheads, in each case related to the Contract, but giving credit for any sums paid to the Company.
- 18.2 The Company's reasonable estimate for the costs, losses and overheads incurred by it on repudiation by the Customer as referred to in clause 18.1 shall be final and binding on the parties.
- 18.3 If the Company for whatever cause is unable to make delivery of the Goods & Services or if the Company is unable to perform any of its other obligations under the Contract within a reasonable time of the delivery or installation date set out in the Contract, the Company may, by notice in Writing to the Customer, terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Customer.
- 18.4 In addition to the right to cancel any uncompleted order or to suspend delivery thereof, pursuant to clause 5.4, the Company shall have a similar right of cancellation of any uncompleted order in respect of any orders where the delivery of such Good & Services would result in the amount of monies outstanding to the Company from the Customer for those Goods and for any other goods supplied by the Company, exceeding the Company's credit limit to the Customer.
- 18.5 If the Customer shall not comply with any of its obligations under the Contract and these Conditions, the Company shall have the right to terminate the Contract forthwith but without affecting any other claim, right or remedy it may have under the Contract and/or these Conditions against the Customer.
- 18.6 If the Customer shall have a bankruptcy order made against it or him or commit any act of bankruptcy or on the death or mental incapacity or insolvency of the Customer or if an order or resolution for winding up of the Customer is made or if a receiver or administrator

of the Customer's assets or undertaking or any part thereof or of the Customer is appointed or in the reasonable opinion of the Company, it appears the Customer will be unable to pay its debts as they fall due:

- 18.6.1 the Company may at its option cancel the Contract in relation to future deliveries;
 - 18.6.2 the price of all Goods & Services delivered to the Customer to date and all expenses incurred by the Company in performance or part performance of the Contract or any other contract with the Customer and any sums due to the Company from the Customer under the Contract or on any other account shall immediately become due and payable from the Customer to the Company;
 - 18.6.3 the Company shall have the right to cancel any other contract made with the Customer;
 - 18.6.4 the Company shall have the right, without notice, to enter upon the Customer's premises and remove any Goods & Services and materials which are the property of the Company; all such rights to be without prejudice to the Company's right to recover the amount due to the Company for Goods & Services delivered to date and any loss sustained.
- 18.7 Any termination of this Agreement (however it happens) will not affect any accrued rights or liabilities of either Party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

19 ASSUMPTION OF RISK- HACKING

- 19.1 There is a risk that other users may attempt to access the Services through hacking or similar fraudulent use. The Customer acknowledges this risk as inherent to the nature of the Services and agrees to take full responsibility for maintaining adequate security precautions to restrict access to the Services, or through the Services, to the Customer's facilities, equipment, hardware, software, systems, computers, servers, IP addresses, and telephone numbers, to prevent hacking, theft, tampering and/or unauthorised access and prevent the fraudulent, unauthorised, illegal or improper use of the Services, equipment and systems and of the services, equipment and systems of third-parties.
- 19.2 This means that the Customer agrees to maintain and use secure passwords and secure locations, and agrees to safeguard any passwords and change them regularly and in addition, the Customer is responsible for establishing and maintaining such security measures to protect against PBX hacking and other similar fraud or all other methods of hacking by external third-parties except in relation to any obligations expressly accepted by the Company and stated in writing in the Contract documentation.
- 19.3 Regardless of the Services, the Customer agrees to pay any cost (and any applicable taxes and governmental surcharges) incurred from the use of the Services (including usage charges) even if these result from the fraudulent, unauthorised, illegal or improper use of the Services by third parties except where this hacking is solely due to the negligence of the Company. The Customer agrees to pay any claims, costs, damages, liabilities and expenses incurred by the Company a result of your failure to establish and maintain adequate security measures to protect against the fraudulent, unauthorised, illegal or improper use of the Services except where exclusively due to the negligence of the Company.
- 19.4 The Customer agrees to notify the Company immediately if it becomes aware at any time that Services are being stolen or fraudulently used giving a detailed description of the circumstances of the theft or unauthorised use, including documentation (e.g., a copy of a police report). The Customer will be responsible for all charges incurred in relation to this use (including usage charges) until the Customer reports the theft or fraudulent use of the Services.
- 19.5 Notwithstanding the above the Company will make endeavours to notify the Customer of fraudulent activity using the most expedient means available however we can offer no

guarantee or contractual obligation in relation to the detection of fraud.

20 FORCE MAJEURE

- 20.1 Provided it has complied with Clause 20.3 below, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure event (Affected Party) the Affected Party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for the performance of such obligations shall be extended accordingly
- 20.2 The corresponding obligations of the other party (if any) shall be suspended and its time for performance or such obligations extended to the same extent as those of the Affected Party.
- 20.3 The Affected Party shall
- 20.3.1 As soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it stated, its likely or potential duration and the effect of the Force Majeure Event on its ability to perform, any of its obligations under this Contract; and
- 20.3.2 Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligation.
- 20.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate this contract by giving eight weeks written notice to the Affected Party.
- 20.5 Nothing in this Clause shall permit the Customer to terminate this Contract due to delays in the service commencement date or other staging dates in relation to Services provided by the Company if that delay is due to the delay of third parties outside the Company's control and the Customer hereby expressly acknowledges and agrees that the service commencement date for the Services may be many months after the date of the Service Order Form.

21 LIMITATION OF LIABILITY

21.1 NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE THE COMPANIES LIABILITY FOR:

- 21.1.1 **DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR**
- 21.1.2 **FRAUD AND FRAUDULENT MISREPRESENTATION; OR**
- 21.1.3 **ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.**

21.2 SUBJECT TO CLAUSE 21.1, THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR THE BREACH OF STATUTORY DUTY OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT FOR:

- 21.2.1 **LOSS OF PROFIT; OR**
- 21.2.2 **LOSS OR SALES OR BUSINESS; OR**
- 21.2.3 **LOSS OF AGREEMENTS OR CONTRACTS; OR**
- 21.2.4 **LOSS OF ANTICIPATED SAVINGS; OR**
- 21.2.5 **LOSS OR USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION; OR**
- 21.2.6 **LOSS OF DAMAGE TO GOODWILL; OR**
- 21.2.7 **ANY INDIRECT OR CONSEQUENTIAL LOSS.**

21.3 SUBJECT TO CLAUSE 21.2 THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH

OF STATUTORY DUTY OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT SHALL BE LIMITED TO:

- 21.3.1 100% OF THE FIXED CHARGES PAYABLE UNDER THE CONTRACT DURING THE INITIAL TERM WHERE STATED; OR
- 21.3.2 IF THAT SUM IS NOT CALCULABLE FOR ANY REASON THE SUM OF £10,000.

21.4 THIS CLAUSE 21 SHALL SURVIVE TERMINATION.

22 SEVERABILITY

Should any, or any part, of these Conditions be found by a court or other competent authority to be void or unenforceable such Condition or part shall be deemed to be deleted from these Conditions and the remaining provisions or part-provisions of these Conditions shall continue in full force and effect.

23 ASSIGNMENT

The Contract is personal to the Customer who may not assign, transfer, declare a trust in respect of or otherwise dispose of any of its rights under the Contract without the prior consent in Writing signed by a director of the Company. The Company may assign or transfer this Contract.

24 NOTICES

Save as otherwise provided above in these Conditions, any notice required or permitted to be given by the Customer under these Conditions shall be in Writing, addressed to the Company at its trading address shown in the documents forming the Contract. Any notice required or permitted to be given by the Company to the Customer under these Conditions shall be in Writing, addressed to the Customer at the address shown for the Customer in the documents forming the Contract. Where notice is to be sent by email to the Company it shall be sent to vicki.havard@fourteenip.com or such other email address notified to the Customer in writing.

25 RIGHTS OF THIRD PARTIES

Nothing in these Conditions is expressly or impliedly intended to confer on any third party any right to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999 (as the same may be amended, re-enacted or extended from time to time).

26 INTELLECTUAL PROPERTY

- 26.1 Title to, and all intellectual property rights in any software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Contract relating to the Customer's use of that software, associated documents and all parts thereof, directly against the Customer. All information or materials exchanged between the Company and the Customer in connection with the Contract, together with the copyright therein, will remain the property of the Company, the Company's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Contract, if requested by such party.
- 26.1 The Company grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any software provided by the Company or its suppliers solely in the United Kingdom in connection with the proper use of the Good & Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any software (or any part of the software), unless expressly permitted to do so by the Company or by relevant law. This licence will terminate on the termination of this Contract (or any relevant part of this Contract).
- 26.2 The Company grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Contract to use copy and reproduce any information or materials provided by the Company to the Customer under this Contract to the extent necessary for the Customer to receive the benefit of the Good & Services. The Customer must not alter,

adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by the Company or relevant law.

26.3 In the event that the Customer is subject to a claim by a third party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Goods & Services, information or materials provided by the Company then the Company will indemnify the Customer in relation to such claim provided that the Customer promptly notifies the Company of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows the Company or its licensor to conduct all negotiations and proceedings (providing the Company or its licensor with all reasonable assistance) and allows the Company at the Company's own discretion and expense to modify or replace the Goods & Services, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of this Agreement or the operation or use of the Goods & Services information or materials in conjunction with other equipment and software or Goods & Services not supplied by the Company pursuant to this Contract in which event the Customer shall indemnify the Company in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

26.4 The Customer will not be entitled to and agrees not to:

26.4.1 use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of the Company (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and the Company (or any of its suppliers) or any part thereof;

26.4.2 register or attempt to register as a trade mark; and/or

26.4.3 authorise any third party to do anything referred to in clause 26.5.

26.5 The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any third party in respect of any Goods & Services.

27 END USER LICENCED SOFTWARE

27.1 The Customer recognises that the Goods & Services and any associated services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, the Company shall have no liability whatsoever for any failure to provide the Goods & Services to the Customer where the Goods & Services depend on the use of End-User Licensed Software.

27.2 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Contract relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

27.3 The Customer shall accept and comply with all licence terms required from time to time by any third-party provider of any Software or materials as agreed between the relevant third party and the Company.

28 CONFIDENTIALITY

28.1 Neither party will divulge Confidential Information to any third party except such of its contractors, suppliers and agents as may need to know the same for the purposes of the implementation and/or performance of these Conditions and in each case who agree to be bound by the provisions of this clause 28.1.

28.2 The obligation of confidence set out in clause 28.1 of these Conditions shall not apply to any material or information which is:

28.2.1 in the public domain (other than as a result of a breach of these Conditions);

28.2.2 lawfully received from a third party; or

28.2.3 required to be disclosed pursuant to the order of a court or other tribunal or regulatory authority of competent jurisdiction.

28.3 The obligation of confidence set out in this clause 28 shall apply during the term of the Framework Agreement and for a period of three years after the termination or expiry of the Framework Agreement.

29 LIABILITY FOR THIRD PARTIES

THE COMPANY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF OTHER PROVIDERS OF TELECOMMUNICATION SERVICES UNLESS SUCH OTHER PROVIDERS HAVE BEEN SPECIFICALLY ENGAGED BY THE COMPANY AS SUBCONTRACTORS, SUBAGENTS OR ASSIGNEES IN RESPECT OF THE PERFORMANCE OF THE COMPANY'S OBLIGATIONS UNDER THESE CONDITIONS.

30 DATA PROTECTION

30.1 The Customer shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Company to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Company. The Company shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer Data maintenance and back-up).

30.2 If the Company processes any personal data on the Customer's behalf when performing its obligations under these Conditions, the parties record their intention that the Customer shall be the data controller and the Company shall be a data processor and in any such case:

(a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under these Conditions;

(b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with these Conditions on the Customer's behalf;

(c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

30.3 The Customer agrees that when the Customer applies to the Company to open an account the Company may check the following records and keep a file of this information:

- The Company's own records; and
- Credit reference agencies; and
- Fraud prevention agencies.

31 PRIORITY OF DOCUMENTS FORMING THE CONTRACT

31.1 The agreement between the parties is recorded in the following documents:

1. Commercial Terms;
2. Additional Terms

3. Conditions;
4. Company price list;
5. Framework Agreement;
6. Order Form

31.2 In the event of any conflict between provisions of the documents making up the agreement between the parties, the order of precedence shall be as set out above (in order of decreasing precedence) unless explicitly stated otherwise.

31.3 The Company shall not be bound by the Customer's terms and conditions or any of them unless expressly agreed to in Writing by a director of the Company.

32 EMPLOYEES – TUPE TRANSFER REGULATIONS

The TUPE Transfer Regulations may apply in circumstances where the Company has taken over the provision of services similar to services previously carried out by the Customer or a third party on its behalf. The Customer shall be liable for and shall indemnify the Company in respect of any and all Employment Liabilities that may be incurred by the Supplier by virtue of the TUPE Transfer Regulations and as a result of the employment or termination of employment of each of the transferring employees from the date of the relevant transfer.

33 OTHER CUSTOMER OBLIGATIONS

33.1 The Customer shall and shall procure that users (or anyone having access to the Goods & Services), shall:

33.1.1 Ensure that at all times that the minimum operating environment is maintained, equipment provided by the Customer or non-Company third parties is configured and ready in accordance with the Company's instructions and that the network is properly functioning.

33.1.2 Ensure the terms of the Order Form and any information it provides are complete and accurate; and

33.1.3 Co-operate with the Company in all matters relating to the Services; and

33.1.4 Provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer premises, office accommodations and other facilities as reasonably required by the Company; and

33.1.5 Prepare the Customer's premises for the supply of the Services (if applicable); and

33.1.6 Obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

33.1.7 Keep and maintain all the Company's materials at the Customer premises in safe custody at its own risk, maintain the Company materials in good conditions until returned to the Company and not dispose of or use Company materials other than in accordance with the Company's written instructions; and

33.1.8 Promptly report any faults in the Services in accordance with the Company's fault reporting procedures as amended from time to time; and

33.1.9 Comply with any reasonable instructions issued by the Company to the Customer concerning the use of the Services; and

33.1.10 Maintain or procure the maintenance of all third-party equipment for the provision of the Services; and

33.1.11 Provide information required by the Company to proceed with the performance of its obligations under this contract including any information which the Company may reasonably require of the propose of credit verification and debt collection.

Schedule 2 to the Framework Agreement
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The Customer permits the Company to use such information to provide it to third parties acting on behalf of the Company for such purposes; and

- 33.1.12 Inform the Company immediately should the Customer become aware of or suspects they any fraudulent or unacceptable use of the Services; and
- 33.1.13 Comply with the terms of the Service appendices and any obligation on the Customer therein; and
- 33.1.14 The Customer shall take all reasonable steps to ensure that their systems are secure and in working order, including but not limited to ensuring:
 - 33.1.14.1 Its networks are adequately protected from being accessed by unauthorized third parties, whether by the installation of an appropriate firewall or otherwise; and
 - 33.1.14.2 Any hardware installed by or on behalf of the Customer is installed in such a manner that it was secure from access by unauthorized third parties; and
- 33.1.15 not use the Goods & Services in a manner which, in the Company's opinion, will (or is likely to) adversely affect the provision of the Goods & Services to the Customer, the Company's other customers or users of any network;
- 33.1.16 not use the Goods & Services to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax;
- 33.1.17 not use the Goods & Services in a way that contravenes any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- 33.1.18 not use the Goods & Services in a way that is in contravention of a third party's rights (including but not limited to intellectual property rights);
- 33.1.19 not use the Goods & Services to spam or to send unsolicited advertising or promotional material;
- 33.1.20 not use the Goods & Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- 33.1.21 not use the Goods & Services in a manner which may damage the reputation of the Company, the reputation of the Goods & Services or otherwise bring the Company into disrepute;
- 33.1.22 not use the Goods & Services for the processing of automated personal data as defined in the Data Protection Legislation ;
- 33.1.23 hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Goods & Services and/or to connect to any network;
- 33.1.24 comply with the Company's reasonable instructions relating to health, safety, security and use of any network;
- 33.1.25 promptly inform the Company in writing within 24 hours where a breach of security is uncovered and shall use all commercially reasonable endeavours to promptly remedy such breach.
- 33.1.26 comply with all applicable laws and regulatory provisions; and
- 33.1.27 comply with any fair use policy that the Company may issue from time to time.
- 33.1.28 the Customer agrees that it is procuring the Goods & Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect

of the Goods & Services except to registered guests at the Customer's premise provided this is done under terms with clauses similar to those stated in this Clause 34.

34.1.28 The Customer warrants to the Company that it will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Goods & Services that is not provided by the Company is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

33.2 The Customer acknowledges and agrees that:

33.2.1 The provision of the Services including without limitation the commencement date of the provision of the Services is dependent on the actions of third party service providers that are not controlled by the Company. The Company accepts no liability for the delay in provision caused by third parties;

33.2.2 Provision of the Services is dependent on the Customer providing complete and correct information, as identified in the Order;

33.2.3 It shall maintain all third-party equipment and/or services not provided by the Company but required for the Services and such third-party items and/or services are to be the responsibility of the Customer and are not supported by the Company

33.2.4 That while every effort is made to scan with skill and care the scan may not always be 100% accurate through no fault of the Company and when the scan is later found to be incorrect this may lead to an increase in charges to ensure the desired coverage.

33.2.5 Where there is a failover in place and this is activated this may incur additional costs to ensure coverage and any such third-party charges relating to this failover's use shall be paid as additional charges by the Customer to the Company.

33.2.6 The Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies any customer default and to rely on the customer default to relieve it from the performance of any of its obligations to the extent the customer default prevents or delays the Company's performance of its obligations.

33.2.7 The Company shall not be liable for any costs or losses sustained or incurred by the customer arising directly or indirectly from the Company failure or delay as a result failure to comply with any of its obligations/acknowledgements set out in this clause 33.

33.2.8 The Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer breach of this Clause 33.

34. INDEMNITY

34.1. The Customer shall indemnify and keep indemnified the Company against claims losses damages costs and other liabilities which the Company may incur or may be established against it by reason of any claim against the Company by any third party arising out of or in connections with:

34.1.1 The use of Services by the Customer;

34.1.2 Any breach by the Customer of the terms of this Contract.

35. CREDIT CARD COMPANY COMPLIANCE

Whilst the Company agrees to comply within a reasonable time with the Customer's reasonable requests for information in relation to any Company-related requirements in the performance of the Customer's duties as 'Merchant' under the PCI (DSS) requirements, unless otherwise agreed in writing PCI (DSS) compliance itself will reside to the fullest extent with the Customer.

36. RELATIONSHIP OF THE PARTIES

Nothing in this Contract shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Contract shall be construed to appoint one party as the distributor, dealer or agent of the other.

37. PROPER LAW

The Framework Agreement, the Contract and any Additional Terms shall be construed in accordance with and be governed by English Law and the Company and the Customer hereby submit to the exclusive jurisdiction of the Courts of England and Wales.