

CONDITIONS FOR COMMUNICATIONS SERVICES

YOUR AGREEMENT WITH US (this “**AGREEMENT**”) IS MADE UP OF THE FOLLOWING DOCUMENTS:

- I. THESE CONDITIONS FOR COMMUNICATIONS SERVICES;
- II. THE DIRECT CUSTOMER INFORMATION FORM;
- III. THE CLOUDCELL SERVICE LEVEL AGREEMENT;
- IV. THE QUOTATION
- V. THE ORDER FORM;
- VI. THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- VII. SUPPLEMENTARY CONDITIONS RELATING TO SPECIFIC SERVICES, WHERE APPLICABLE.
- VIII. ANY AGREED CHANGE FORM, ADDENDUM OR NOTICE OF VARIATION

THE PARTIES TO THIS AGREEMENT

1. Cloudcell Technologies Limited, a company registered under the laws of England and Wales, whose registered number is 07639413 and whose registered office is at SG House, 6, St Cross Road, Winchester, Hampshire, SO23 9HX (“**Cloudcell**” or “**We**” or “**Us**” or “**Our**”)
2. The person that completed the Direct Customer Information Form (“**You**” or “**Your**”).

THE SERVICES AND USE OF THE SERVICES

1. PROVISION OF THE SERVICES

- 1.1. The Services We supply to You are those Services which;
 - (a) You have ordered by telephone and are set out in the Order Form attached to these Conditions confirming Your order, or
 - (b) You have elected to receive as set out in the Order Form, or
 - (c) have been ordered via Our website on Your behalf by a third party (details of such Services will be set out in a letter to You from Us) and which You have subsequently confirmed that You wish to receive, or
 - (d) which You have subsequently ordered in writing by fax, by email or by telephone, and in each case which We have agreed in writing or by email to supply to You.
- 1.2. Where applicable, the correspondence detailed in Clause 1.1(c) and/or 1.1(d) shall constitute an Order Form for the purposes of this Agreement.
- 1.3. The Services may include (but are not limited to):
 - i The ability to make and receive a Call (“**Telephone Service**”) of which this Agreement covers both an **Outbound Service** and an **Inbound Service**;
 - ii The provision of a Line or Lines for a rental charge (line rental service);
 - iii The provision of Internet Access (“**Data Service**”) which may be via a fixed broadband connection or via the medium of Wireless Telegraphy;
 - iv The provision of Mobile telephony service (Mobile service);
 - v Any other Services which We may offer for sale from time to time.
- 1.4. Your contract commencement date (the “**Contract Commencement Date**”) will be one of the following;
 - i the date as specified in a signed Order Form, unless any Supplementary Conditions state otherwise;
 - ii For orders placed on Our website or by telephone the Contract Commencement Date will be the date You confirm the order by email or in writing. Should You fail

to confirm Your order in writing the Contract Commencement Date will be the date advised to You in Our correspondence unless We have advised You that Your order will be cancelled without Your confirmation;

- iii Where there may be any conflict regarding Your Contract Commencement Date, then You agree the actual Contract Commencement Date will be the first date the Service(s) were made available for Your use.

1.5. We will use reasonable endeavors to provide You with the Services by the date(s) We agree with You and to continue to provide the Services until this Agreement is terminated. However, We will not be liable for any loss or damages should the Services not commence or restart on the agreed date. All Services will be provided in accordance with Our Service Level Agreement.

1.6. In providing the Services We shall use the reasonable skill and care that may be expected from a competent communications service provider.

2. TERMS THAT APPLY TO ALL SERVICES

2.1. All Services may be subject to Acceptable Use Policies and Fair Usage Policies which are available from accounts@cloudcelltechnologies.co.uk or in the Tariff(s) as applicable.

2.2. It is Your responsibility to (and in accordance with paragraph 20.2, We will not be liable for any loss or damage (financial or otherwise) where You fail to do so);

- (a) take all necessary precautions to prevent unauthorized use of the Services, including, but not limited to, third party interference;
- (b) monitor the usage of the Services and to take action to limit the usage of the Services in the event the usage exceeds Your expectations, including, but not limited to, where you have purchased a bundle;
- (c) ensure You have adequate resilience in place to protect against any loss of data, service or connectivity including separate power supplies for customer premises equipment where applicable;
- (d) keep private any usernames, passwords or pin codes that We may provide You with to use any of Our Services. You are liable for all charges associated with the use of such user names, passwords and pin codes to access Our Services unless You advise Us that the security of any of the user names, passwords or pin codes may have been compromised and We confirm back to You that We have disabled the access. Should You fail to notify Us of any such compromise in security then You will remain liable for all charges incurred in accessing the Services. Where We disable any access following a compromise in security, We shall provide You with new usernames, passwords and pin codes as appropriate which are subject to the terms of this paragraph;
- (e) ensure that any passwords or pin codes follow recognised industry practice for security, be difficult to guess and, where the password is assigned to an individual, is not shared;
- (f) ensure that where, in using the Services, You utilise software licensed by a third party, You accept and shall strictly comply with such third parties End User Licence Agreement a copy of which We will either send to You or must be accepted before using the software. You will allow installs of new versions of such software and ensure Your network and systems comply with the relevant specifications in any third-party design documentation which We will provide to You from time to time;
- (g) ensure that any of Your equipment connected to or using the Services is compatible with the Services.

2.3. Quotations are prepared by Us with reasonable skill and care. In the event of a material error or omission in the Quotation we reserve the right to issue an amended Quotation for

your acceptance, or, if applicable, to cancel the Order Form for the Services you have placed with Us. If we exercise Our right to cancel under this clause, there will be no charges to You for the Services and We will incur the reasonable cost of shipping any equipment to be returned to Us.

- 2.4. Quotations are valid for fourteen (14) calendar days unless otherwise specified in the Quotation in writing.

3. CHANGES AND INTERRUPTIONS TO THE SERVICES

- 3.1. We may have to do some things that could affect the Services. Some of these things are listed in paragraph 3.2. If We have to interrupt the Services We will restore them as quickly as We reasonably can.
- 3.2. Occasionally We may have to:
- (a) change the code or telephone number or the technical specification of the Services for operational reasons;
 - (b) interrupt the Services for operational reasons or because of an emergency;
 - (c) give You instructions that We believe are necessary for health or safety or to maintain the quality for the Services that We supply to You or to Our other customers.
- 3.3. Should the change We make have a material adverse effect on You or the Services We provide then You have the right to terminate the Agreement under the terms of paragraph 26.3.
- 3.4. We cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free and We will not be liable for any loss or damages should the services be interrupted from time to time. You accept that there may also be degradations of the quality of the Service from time to time due to matters beyond Our control (see paragraph 21 below), and that We will not be liable for any loss or damages should the quality of the Service We provide be affected by such matters.

4. TELEPHONE SERVICE

- 4.1. The Telephone Service allows access to the UK emergency services and as such Emergency Calls should not be made from abroad using the Telephone Service.
- 4.2. The caller location information presented to the emergency services when You make an Emergency Call will be the last known physical address of Your equipment that You informed Us of and We uploaded to the relevant system. Due to the ability for the Telephone Service to be used freely in multiple geographic locations, You warrant that You will advise all users of the need to confirm their address with the emergency services when making an Emergency Call.
- 4.3. The ability to make an Emergency Call is subject to the availability of a power supply to the line and the customer premises equipment (including that, where applicable, for the Data Service) and You warrant that You will inform all users of this limitation and provide adequate contingencies (for example, during a power cut) if required.
- 4.4. Where You take a service which includes the recording of inbound and/or outbound calls You confirm that Your use of call recording functions shall be compliant with all applicable regulation and legislation. You hereby accept that it is Your responsibility to obtain independent legal advice in relation to call recording. You indemnify Us against any costs or claims which may be incurred as a result of any failure by You to comply with any legal or regulatory requirements whether or not You were aware of such requirements.
- 4.5. Where You take a service which permits You to upload music files for a music on hold feature; You agree to obtain any necessary licenses and consents as may be required prior to using the feature and indemnify Us against any direct or indirect claims relating to any infringements of intellectual property rights in Your use of this feature.

- 4.6. You accept that You do not own the telephone number(s) provided to You and that this Agreement is personal to You. Therefore, You have no right to sell or to agree to transfer the numbers(s) provided to You for use with the Services (save for Your statutory right to change provider and retain Your telephone number(s)) and You must not do so or try to do so.
- 4.7. We reserve the right to reallocate to a third party any numbers that are provided to You for use with the Services but that You do not use for a period of six (6) months. However, if You continue to pay any recurring rental charges for those numbers We shall not exercise this right.
- 4.8. We will bill You for all Calls that are routed over Our chosen network provider. Any Calls that are routed by other means for any reason beyond Our control and for which You are invoiced by another provider will remain Your responsibility. It is Your responsibility to advise Us if You receive invoices from other providers for services You believe to be with Us and You should advise Us as soon as You receive these invoices. We shall not be liable for any loss or damages as a result of You being invoiced by other providers (including but not limited to any perceived loss of savings).
- 4.9. *TELEPHONE BOOKS AND DIRECTORY ENQUIRIES*
- (a) We will not put Your name, address and telephone number(s) for the Services in the phone book published by British Telecommunications plc (“BT”) (the “BT Phone Book”) for Your area or make Your phone number available to BT’s directory enquiries database. If You would like Us to do this, please ask Us to.
- (b) If You want a special entry in the BT Phone Book You must let Us know. Where We agree to a special entry You will be liable to pay an extra charge and sign a separate agreement for that special entry.
- (c) If You have previously arranged for a special entry in the BT Phone Book and We become liable for the wholesale charges, You warrant that You will reimburse Us for those charges.
- (d) It is Your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is a result of Our negligence, We accept no liability or any errors nor are We liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry
- 4.10. *OUTBOUND SERVICE*
- (a) All calls are routed over Our chosen network. Should any calls be routed over any other network with or without Your knowledge, other than during a service failure or network outage that We have notified You of or for any other reason We may agree with You, then We reserve the right to bill You at Our Leakage Tariff, the latest version of which is available by request from accounts@cloudcelltechnologies.co.uk
- (b) Where You use a call forwarding feature, You agree and accept that such forwarded calls will be charged as the sum of the rate applicable for the inbound and outbound (forwarded) elements of the call on Your Tariff at the time.
- 4.11. *INBOUND SERVICE*
- (a) We reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- (b) We reserve the right to apply a nominal monthly charge for each inbound number where the only Service You take from Us is the Inbound Service.

- (c) Where You take a Premium Rate number on an Inbound Service You agree and acknowledge that use of this Service must comply with all relevant legislation, regulations, guidelines and codes of practice and You warrant that We will not be liable where Your use of this Service fails to comply with such rules.

5. DATA SERVICES

- 5.1. If We consider that Your bandwidth usage is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in any given period), We may take such action as We deem appropriate which may include, without limitation, restricting or suspending Your use of the broadband service in accordance with paragraph 26.2.
- 5.2. We will use reasonable endeavors to inform You in advance if We impose any restriction on Your use of the Data Services.
- 5.3. Your use of the Data Services are entirely at Your own risk. We will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that You may receive while using the Data Services.
- 5.4. To ensure the quality of Our Data Services, We and Our suppliers may make use of a traffic prioritisation process to prioritise what We consider to be business critical applications in the event of exceptional demand, and normally only during business hours 08:00 – 18:00 Monday to Friday. However, it is unlikely that this will impact the quality of Your Broadband or Data Services.
- 5.5. Where the Services include a bundle of data, We will engage in reasonable endeavours to limit the Service in any period where Your usage exceeds the bundle. However, You acknowledge that Your usage may exceed this bundle prior to any limitation put in place by Us and agree to pay for this excess usage at the rate in the applicable Tariff(s).

6. EQUIPMENT

- 6.1. To the extent possible, We shall use reasonable endeavors to pass on to You the benefit of any manufacturer's warranties in relation to equipment supplied by Us in connection with the Services.
- 6.2. You agree to comply with Our reasonable instruction relating to the Services and any equipment We supply to You in connection with the Services.
- 6.3. *SALE EQUIPMENT*
- (a) The quantity, quality and description of and any specification for the Sale Equipment shall be those set out in the Service Level Agreement, Order Form, Tariffs or Supplementary Conditions as may be amended from time to time.
- (b) We shall deliver the Sale Equipment to Your address as specified in the Order Form, and time shall not be of the essence for delivery.
- (c) Risk in the Sale Equipment will pass to You on delivery of the Sale Equipment. Therefore, it is Your responsibility to look after the Sale Equipment and You will have to pay if You wish to replace or repair the Sale Equipment if it is lost, stolen or damaged.
- (d) You will not own the Sale Equipment until You have paid Us in full for the Sale Equipment and We reserve the right to require You to return to Us, or for Us to collect (at Your cost) the Sale Equipment if You do not pay Us in full for the Sale Equipment by the due date for payment. Subject to the foregoing, You will be entitled to continue to use the Sale Equipment after expiry or termination of this Agreement.
- (e) Unless otherwise agreed in writing, We will be responsible for installing the Sale Equipment. Where You make attempts to install or move the Sale Equipment without Our involvement, We will not be liable for any loss, costs, damages or faults caused by, or repairs required as a result of, installation or misuse of, or damage to, any Sale

Equipment. You agree to indemnify Us for all claims, losses, damages and expenses that are brought against Us, incurred by Us, or arising as a result of the same.

6.4. RENTAL EQUIPMENT

- (a) We will, at all times, own all Rental Equipment supplied to You. You will not let, sell, charge, assign, sub-license or allow a third party to use the Rental Equipment nor remove any labels, and shall not prejudice Our rights in the Rental Equipment in any way. We may replace the Rental Equipment from time to time either with Your prior consent or provided that the replacement Rental Equipment is of a specification that is at least equal to the Rental Equipment originally supplied and such change does not materially disrupt the provision of the Services.
- (b) You shall not permit any mortgage, charge or debenture to be made on the Rental Equipment nor use nor promise the Rental Equipment as collateral.
- (c) Subject to the other terms of this paragraph 6.4, We (or Our authorized representative) shall, during Our usual working hours:
 - i where necessary install the Rental Equipment at Your premises at a time and date agreed by You; and
 - ii use Our reasonable endeavors to repair any faults to the Rental Equipment in accordance with Our standard procedures (which are available on request).
- (d) It is Your responsibility to look after the Rental Equipment that is in Your possession or custody and You agree to pay for the Rental Equipment to be replaced or repaired if it is lost, stolen or damaged.
- (e) You will notify Us promptly of any faults which occur, any repairs which become necessary, and of any loss, theft or damage to the Rental Equipment.
- (f) You agree that You will only use the Rental Equipment in conjunction with the relevant Services and shall comply with Our reasonable instructions in relation to its use.
- (g) You shall be responsible for maintaining adequate cover in place to insure the Rental Equipment while it remains in Your possession and custody. You will also be responsible for obtaining and, where appropriate, paying for all necessary licences, consents and approvals required for the installation and use of the Rental Equipment.
- (h) You will not (and You will ensure that no-one else will) repair, alter, modify or maintain, or make any additions or attachment to, or otherwise alter, the Rental Equipment without prior written consent. We will not be liable for any costs or charges incurred, faults caused by, or repairs required as a result of, installation or programming of Rental Equipment that is carried out by another person (other than Our employees or agents). You agree to indemnify Us for all losses, damages and expenses that are brought against or incurred by Us, arising as a result of the same.
- (i) On expiry of termination of the Agreement or the relevant Service, all Rental Equipment must be returned to Us in reasonable condition, subject to reasonable wear and tear. If You fail to return or make available for collection the Rental Equipment in a reasonable condition or at all We may, at Our option, invoice You a sum equal to the original cost of the Rental Equipment less any depreciation together with and costs reasonably incurred by Us.
- (j) In the event that You return Rental Equipment to Us and it is not received by Us, in the absence of reasonable evidence that the Rental Equipment has been delivered to Us by You accept that You shall remain liable for the Rental Equipment.

7. CALL MONITORING

- 7.1. We may occasionally monitor and record calls made to or by Us relating to customer services and telemarketing calls made by Us, for the purpose of training and improving

customer care services, including complaint handling. We and/or Our suppliers may also record 999 and 112 calls.

8. DATA PROTECTION AND USE OF YOUR INFORMATION

- 8.1. Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation.
- 8.2. In the event We provide a service listed in the Product Related Privacy Notice then We process Personal Data on Your behalf as described in the Product Related Privacy Notice and for such purposes We are the Data Processor and You are the Data Controller. In connection with such processing We shall:
- (a) process the Personal Data only on documented instructions from You and in accordance with this Agreement;
 - (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on Our instructions in relation to the processing;
 - (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected (and You shall notify Us immediately if the nature of such Personal Data changes in a material way);
 - (d) remain entitled to appoint third party sub-processors. Where We appoint a third-party sub-processor, We shall, with respect to data protection obligations
 - i ensure that the third party is subject to, and contractually bound by, at least the same obligations as We are, and
 - ii remain fully liable to You for all acts and omissions of the third party;
 - (e) in addition to the sub-processors engaged pursuant to paragraph (d) above, be entitled to engage additional or replacement sub-processors, subject to
 - i (a) the provisions of paragraph (d) above being applied, and
 - ii We notifying You of the additional or replacement sub-processor, and where You object to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
 - (f) not transfer Personal Data outside of the UK / European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Legislation is not undermined;
 - (g) assist You to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;
 - (h) notify You without undue delay after becoming aware that We have suffered a Personal Data breach and shall not inform any third party of the Personal Data breach without first obtaining Your prior written consent, except when law or regulation requires it;
 - (i) on Your reasonable request, assist You to comply with Your obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable):
 - i notifying a supervisory authority that We have suffered a Personal Data breach;

- ii communicating a Personal Data breach to an affected individual;
 - iii carrying out an impact assessment; and
 - iv where required under an impact assessment, engaging in prior consultation with a supervisory authority;
 - (j) unless applicable law requires otherwise, upon termination of the Agreement, at Your option, comply or procure compliance with the following
 - i delete all personal data provided by You to Us and/or
 - ii return to You all Personal Data provided by You to Us; and
 - (k) not more than once in any 12 month period and on reasonable notice, of at least twenty (20) Working Days, permit You (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Our data processing activities to enable You to verify and/or procure that We are complying with Our obligations under this paragraph 8.2.
- 8.3. Each party may collect, store and process contact Personal Data (such as name, work email address, telephone/mobile work number, and work address) of the other party and/or its employees for the purposes of the performance of this Agreement, and such collection and/or processing shall be carried out in accordance with such party's privacy policy.

9. PAYING FOR THE SERVICE

- 9.1. You must pay the charges for the Services according to the applicable Tariff(s). These charges will apply and be payable regardless of;
- (a) whether You or someone else use the Services,
 - (b) whether the Services are used with Your full knowledge and consent (which means by way of example but not by way of limitation that You are liable to pay for all calls made as a result of "rogue dialers", unbarred premium rate numbers and calls made by any third party gaining unauthorised access to Your telephony systems),
 - (c) whether the Services are used intentionally, in error or as a result of malfunctioning equipment (regardless of whether that equipment is installed and/or maintained by Us),
 - (d) interference by a third party,
 - (e) fraud or other criminal activity,
 - (f) or any other event that causes the conveyance of Calls or data to or from You.
- 9.2. The Service Level Agreement, Order Forms and Tariff(s) set out whether installation costs are payable for the Services We have agreed to supply to You. However, We may be unable (due to third party constraints) to tell You when You place, or We confirm, Your order for the Services how much these installation costs will be. If this is the case, We will give You an estimate of how much the installation costs will be prior to commencement of the installation work, but there may be supplementary excess construction charges. You agree to pay all installation costs actually incurred. In the event of an installation being cancelled before being completed You agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to You at the time.
- 9.3. You must pay the charges for any Sale Equipment that We supply to You. We will invoice You for the Sale Equipment in the next invoice that We send to You (in accordance with paragraph 9.4) following the date on which We dispatch the Sale Equipment to You. You shall also pay the rental charges for any Rental Equipment that We supply to You, and We shall invoice You for this on a monthly basis in accordance with paragraph 9.4.
- 9.4. We will send You Your invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but We shall be entitled to send You an invoice at a different time, which You shall pay in each case in accordance with paragraph 9.9. We will

- send all invoices and other correspondence to the address set out in the Order Form, Your registered address as shown above, or otherwise the address You ask Us to. We will show on the invoice which charges are payable in advance or in arrears, as referred to in paragraph 9.6. We will include all charges on the next invoice where possible, and in the event as soon as We can. Invoices shall be deemed to have been accepted by You if You do not present a written obligation, identifying clearly the disputed invoice and the reason why it is challenged, to Us with six (6) months of the date of the invoice. If such objection is made We shall both make all reasonable efforts to resolve such dispute promptly and in good faith. Provided You comply with these requirements in presenting Your objection, if We fail to respond to that objection within thirty (30) calendar days after its receipt by Us, the objection will be deemed to have been accepted by Us. We will accordingly amend the relevant invoice either with an appropriate credit to You or You shall be liable to pay the balance (if any) of the amended invoice within seven (7) calendar days of its receipt by You.
- 9.5. Nothing in Clause 9.4 shall affect your right, if you are a domestic user, or a business user with ten (10) or fewer individuals working for You (whether as employees, volunteers or otherwise) to exercise your right to Alternative Dispute Resolution.
- 9.6. You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case You will incur charges from the date the Service is made available for use. We will usually ask You to pay the rental in advance and Your first invoice will include both one month's rental in advance and a charge for a part month's rental from the Contract Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter. Call and other charges will be invoiced in arrears. We will calculate the charges for Call using the details recorded by Our network.
- 9.7. We reserve the right to offset any inbound rebates which may be due to You against an amounts You may owe Us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.
- 9.8. Payments in Advance and Deposits
- (a) We may ask You for a payment in advance before;
- i Payment would normally be due, which You shall pay in accordance with paragraph 9.9. This advance payment will not be more than Our best estimate of Your following month's invoice. Should Your advance payment exceed Your actual invoice then any surplus will be credited to Your account to be offset against subsequent invoices. Should there be no further invoices and Your account is not in debt then We will refund to You any surplus after deducting any cancellation or termination charges.
- ii We may ask for a deposit at any time, as security for payment of Your invoices if it is reasonable for Us to do so, which You shall pay in accordance with paragraph 9.9. Our procedures for deposits will be explained to You at the relevant time.
- 9.9. Our standard credit terms are payment within fourteen (14) calendar days of the date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless We have agreed otherwise in writing. You must pay all charges and rental within the credit terms which We have agreed and any advance payments and deposits when We ask for them. We reserve the right to apply a nominal monthly charge for non direct debit payment methods. Where payment is arranged through a finance provider, payments shall be in accordance with the terms of the finance agreement.
- 9.10. Unless otherwise stated all charges exclude value added tax which is chargeable at the applicable rate.

9.11. Where We owe You any monies, You agree that We may offset this against any monies You may owe Us before We make any payment to You.

10. **TARIFF(S)**

10.1. You hereby acknowledge and agree that We have;

- (a) agreed to supply the Services to You at the agreed Tariff and charges on the basis that You have committed to the Monthly Service Charge and Minimum Term commitments.
- (b) There may be occasions where telephone numbers moved between bandings used in the Tariff. Where this occurs, We will apply this change from the 1st of the month following the change and You will acknowledge that We may not always be able to give You notice of such changes.
- (c) Where You take any bundled service You agree to pay for chargeable items which are excluded from or exceed the allowance of the bundle or breach any Fair Usage Policy.
- (d) Unless otherwise agreed with You in writing all call costs in Our Tariff are;
 - i displayed in GBP pence per minute.
 - ii All billing is per second, call durations are measured up to the whole second and the call charges rounded up to the nearest penny.
- (e) Inbound bundles include calls which terminate to UK landlines (telephone numbers starting 01 and 02, excluding Jersey, Guernsey and the Isle of Man) only. Should You terminate Your calls to another number than standard call charges will apply which are available on request.

10.2. We reserve the right to make a nominal monthly charge for paper itemized billing; Our basic online billing is provided as standard to all customers free of charge. We also reserve the right to apply a £20 per month minimum charge if Your monthly invoice would be less than £20 (excluding VAT).

11. **FINANCE AND CREDIT**

11.1. You hereby consent to and shall procure that Your owners, directors, officers and assigns consent to Us carrying out searches with credit references agencies relating to the credit worthiness of Your Company and/or Your owners, directors, officer and assigns and You undertake to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to Your records and/or those records of Your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

11.2. It is agreed that where We approach a finance provider to arrange a finance for the purchase of Equipment then We are acting as an agent for the Customer and not for the finance provider.

11.3. In the event that We are unable to obtain finance on the terms originally proposed or on other terms acceptable to You then We shall return any deposit received from You without further liability to You. Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of the Conditions and shall entitle Us to retain any deposit paid by You.

11.4. After delivery and installation (where applicable) is completed any failure by You to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement shall render You liable to pay Us the full value of the order (plus VAT) within seven (7) days of the presentation of an invoice.

12. **ONLINE ORDERS AND PAYMENTS**

12.1. Where You place an order and make a payment online for that order and We accept Your order, We will confirm Your order and receipt of payment by email at which point Your contract will be binding. You may also get a payment confirmation from the third-party

payment processing company. Where We do not accept Your order We reserve the right to return a payment to You. You should contact Us immediately if You have any concerns regarding the order or payment. Where You fail to advise Us on any issues regarding Your online payment We are not liable for any consequences of any such payment but will make reasonable endeavours to rectify any of Your concerns.

13. TRIAL PERIODS

13.1. Where You take a product or service on a trial basis for a reduced or zero charge for a fixed period, unless otherwise advised to You in writing, You need to give Us notice in writing if You wish to cancel the product or service at the end of the trial. If You fail to give Us notice then We will automatically invoice You for the product or service at the end of the trial for the remainder of the agreed contract term.

14. ENTRY TO YOUR PREMISES

14.1. If Our engineers or subcontractors have to enter Your premises You agree to let them do so within normal working hours (Monday to Friday, 9am – 5pm) or otherwise if agreed with You in advance. We will meet Your reasonable requirements regarding the safety of people on Your premises and You must do the same for Us.

14.2. If We need someone else's permission to cross, or put Our equipment in, or make an installation on their premises, You must get that permission for Us and make any necessary arrangements. We will not be liable for any loss or damage where this permission is not obtained by You and You agree to pay any costs actually incurred.

14.3. When Our work is completed, You will be responsible for putting items back and for any necessary re-decorating.

15. MISUSE OF SERVICES

15.1. Nobody must use the Services;

- (a) to make abusive, defamatory, obscene, offensive, indecent, menacing, disruptive, nuisance or hoax Calls, emails or other communications or Calls, emails or other communications in breach or privacy or any other rights;
- (b) to send, knowingly receive, upload, display, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;
- (c) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect Our other customers or customers of Our suppliers;
- (d) for the carrying out of fraud, an unlawful activity or a criminal offence or in a way which does not comply with the terms of any legislation.
- (e) in a way that does not comply with any instructions given by Us to You in paragraphs 3.2(c) and/or 6.2;
- (f) to obtain access, through whatever means, to restricted areas of the underlying network; or
- (g) in a way which (in Our reasonable opinion) brings Our name into disrepute, or which places Us in breach of Our legal or regulatory obligations, and You must make sure that this does not happen. The action We can take if this happens is explained in paragraph 22. If a claim is made against Us because the Services are misused in these ways, You must indemnify Us in respect of any sums We are obliged to pay and/or costs We incur.

16. INDEMNITY

16.1. If You use the Services for business purposes, You

- (a) must indemnify Us against any claims that anyone (other than You) threatens or makes against Us because the Services are faulty or cannot be used by them.
- (b) Where You take any product or service from Us for which You are billed by Us but where You are directly contracted to a third party for that product or service, including but not limited to maintenance and insurance, You agree to indemnify Us from any direct or indirect claims in relation to this product or service. You also agree not to make any deduction from any monies owed to Us as a result of any dispute You may have with any such third party.

17. EXISTING CONTRACTUAL OBLIGATIONS

- 17.1. It is Your responsibility to ensure that signing a contract with Us does not breach any existing contractual obligations You may have with any other suppliers and You should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or Your failure to give the correct notice.

18. CHANGE IN YOUR CIRCUMSTANCES

- 18.1. You warrant You will tell Us as soon as reasonably practicable if the number of individuals working for You (whether as employees, volunteers or otherwise);
 - (a) was ten (10) or fewer at the time this Agreement was entered into and becomes more than ten (10) whilst this Agreement remains in force; or
 - (b) was more than ten (10) at the time this Agreement was entered into and becomes fewer than ten (10) whilst this Agreement remains in force.

19. REPAIRING FAULTS

- 19.1. We will investigate any fault that is reported to Us according to the Service Level Agreement for the Service in question (which are available on request). We will use reasonable endeavours to repair any fault that is reported to Us and which is directly caused by Us or Our employees or agents according to Our Service Level Agreement for the Service in question.
- 19.2. When We agree to work on fault outside the hours covered by Our Service Level Agreement, You will be liable to pay Us an extra charge at the applicable rate set out in Our Tariff(s) in force at the time.
- 19.3. If You tell Us there is a fault in a Service and We find either that there is not or that You, someone at Your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, We may charge You for any work We have done to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than Us, and We are not responsible for fixing any faults not cause by Us.
- 19.4. During any fault investigations, We may require You to carry out tests and We will require You to feedback any results of these tests to allow Us to follow Our standard procedures and conclude Our investigations.
- 19.5. Where Call routeing utilises the Internet Protocol, You acknowledge that call quality and availability can be subject to factors outside of Our control e.g. bandwidth contention or quality of service (QoS). We shall not be liable to You in respect to any quality or availability issues with such a Service.
- 19.6. Where a fault reported is deemed to be caused by a router provided by Us, We will replace this as long as the current router is within its warranty period. We will ship a new router to You as soon as possible, pre-configured with the username and password and any IP Addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt of the original faulty router. If the router is

outside of its warranty period, the new router is chargeable and will show on the next invoice.

20. LIABILITY

- 20.1. We accept liability for personal injury or death as a result of Our negligence. We also accept liability for fraud or fraudulent misrepresentation. We do not limit that liability and paragraphs 20.2 and 20.3 do not apply to that liability.
- 20.2. We have no liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or saving You expected to make, wasted expense, financial loss, data being lost or damaged, lack of availability of IT and/or communications systems not provided by Us, damage to reputation or for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.
- 20.3. Any liability We have of any sort (including any liability because of Our negligence) is limited to £100,000 for any one event or any series of related events, and in any twelve (12) month period to £500,000 in total.
- 20.4. Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.
- 20.5. Each part of this Agreement that excludes or limits Our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.
- 20.6. We are not responsible for any pricing, typographical, or others' errors and reserve the right to reject any orders where such an error may have occurred.
- 20.7. The provisions of this paragraph 20 shall continue to apply notwithstanding termination of the Agreement.

21. MATTERS BEYOND OUR CONTROL

- 21.1. If We cannot fulfill, or are delayed in fulfilling, or are interrupted in continuing to fulfil, Our obligations under this Agreement because of something beyond Our reasonable control such as, without limitation, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority, acts or omissions of other communications suppliers or network operators, or industrial disputes of any kind, (including those involving Our employees or suppliers), We will not be liable for this.

22. BREACH OF THE AGREEMENT

- 22.1. We may suspend any or all of the Services or terminate the Agreement immediately at any time by notifying You in writing if:
 - (a) You commit a material breach of this Agreement or any other agreement You have with Us and fail to remedy the breach within a reasonable time of being asked to do so;
 - (b) We believe the Service(s) are being used in a way forbidden by paragraph 15. This applies even if You do not know that the Services(s) are being used in such a way.
 - (c) Bankruptcy or insolvency proceedings are brought against You, and/or if You do not make any payment under a judgment of a court on time, or (if You are a business) You make an arrangement with Your creditors, or a receiver or an administrator is appointed over any of Your assets, or You go into liquidation.
 - (d) You, Your representatives, agents or otherwise, commit any act, which, in our sole opinion, brings Us into disrepute.
- 22.2. If You fail to pay any charges due to Us by the due dates We may (without losing or reducing any other right or remedy) suspend any Service (in whole or in part) without notice if;

- (a) You fail to make any payment requested within seven (7) calendar days of the date of a letter, email or other appropriate correspondence requesting such payment;
 - (b) two (2) consecutive direct debit requests are rejected; and/or
 - (c) You fail to pay any payment on the due date where there have been two (2) preceding failures which were remedied within the seven (7) day period in clause (a) above.
- 22.3. We reserve the right to charge interest at the rate of five percent (5%) above the Bank of England base rate per annum on any charges not paid by the due date for payments until the date they are received by Us.
- 22.4. If We suspend any Services, We will not provide them again until You rectify the situation that caused Us to suspend the Services or You have satisfied Us that You will do so or that the Services will not be used in a way that is forbidden by paragraph 15.1.
- 22.5. If We suspend any Services because You breach this Agreement, the Agreement will still continue and You must still pay Us any rental charges as and when they arise unless and until the Agreement is terminated.
- 22.6. Following a suspension of services, We will only reactivate Your services after You have paid the reactivation charges as may be advised at the time.

23. CANCELLING THE SERVICES BEFORE THEY ARE PROVIDED

- 23.1. You may cancel the Services or an individual Service at any time up to five (5) Working Days either after You receive or (if earlier) You are deemed to receive these Conditions (and the other documents comprising this Agreement) or, if sooner, up to but not including the date on which We commence Our supply of the Services to You, provided that You notify Us in writing of such cancellation within such period and return any equipment that We may have sent to You, undamaged and in its original packaging by sending it special delivery to Us at at SG House, 6, St Cross Road, Winchester, Hampshire, SO23 9HX. You will be deemed to have received these Conditions at both the time receive the Quotation and when You sign Our Order Form. The conditions are available for download from <http://www.cloudcelltechnologies.com/terms-nov-2019>. Please note that if You have commenced using any Service or equipment after receiving the Conditions, You will be deemed to have accepted these Conditions and agree that You will also lose Your right of cancellation (statutory or otherwise) as set out in this paragraph 23.1.
- 23.2. If the circumstances described in paragraph 23.1 apply, and if You are a domestic user, no cancellation charge will be payable to the Services although if You do not return any equipment that We may have sent to You, We shall be entitled to charge You for the costs We incur in collecting them from You or invoice the cost. This does not affect Your statutory rights. However, if You have ordered the Service(s) for business use, You pay Us for any work We have done or costs We have incurred up to the date of cancellation.

24. TERMINATION

- 24.1. Either party may terminate the Agreement in respect of a Service by giving the other party not less than thirty (30) calendar days' notice in writing to take effect on or at any time after the end of the Minimum Term for the relevant Service.
- 24.2. If We give You notice to terminate under paragraph 24.1, You must pay rental up to the end of the notice period in addition to any charges for Calls made during the notice period. If You give Us notice to terminate under paragraph 24.1, You must pay rental until thirty (30) calendar days from the date We receive Your notice, or until the end of the notice if that is later, in addition to any charges for Calls made during the notice period.
- 24.3. Some Services may incur cease charges as detailed in the Tariff and these will be chargeable on termination unless otherwise agreed in writing.

- 24.4. If this Agreement or any Individual Services are terminated during the Minimum Term or any agreed term for relevant Services(s) and You received free or subsidised installation or activation or any other contribution towards costs of an Services, Products, Equipment, Lines or third party termination charges as part of the Tariff or otherwise, then We reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.
- 24.5. If You want to terminate this Agreement, in respect of a Service prior to the end of the Minimum Term for the relevant Service (other than because We have materially altered the conditions of this agreement under paragraph 26.3) You must give Us at least thirty (30) calendar days' notice in writing and We will charge Early Termination Charges.
- 24.6. Should You fail to pay any Early Termination Charges with 10 calendar days (or 5 calendar days for non-direct debit payment) of the date of invoice We reserve the right to suspend Your services.
- 24.7. If this Agreement is terminated and You have paid any rental in respect of a Service for a period after this Agreement has ended in respect of that Service, We will either repay it or off set towards money You owe Us.
- 24.8. You must pay all charges for the Services until the date on which We stop providing the Services to You and/or during any applicable notice period.
- 24.9. We also have the right to terminate this Agreement or any of the Services immediately on notice to You in accordance with paragraph 22 and in these circumstances the thirty (30) day notice period will not apply. Where We terminate this Agreement by way of this clause 24.8, You agree to pay the Early Termination Charges.
- 24.10. The provisions of this paragraph 24.10 shall be without prejudice to the other provisions of this Agreement.
- (a) At the end of this Agreement, You shall be responsible for arranging for the Services to be provided by another supplier ("**the New Supplier**").
 - (b) In the event that We terminate this Agreement pursuant to the provisions of paragraphs 24.1 or 24.2, the provisions of Services shall end with immediate effect upon the service of notice to You, in accordance with the provisions of those paragraphs.
 - (c) If We terminate this Agreement pursuant to paragraph 24.1 or if You terminate this Agreement for any reason whatsoever, on receipt of Your notice of termination We will apply Standard rates, applicable at the time, to all Services on Your account to take effect following expiry of Your notice period.
 - (d) Once You have served Your minimum notice requirement We may serve You a minimum of 48 hours notice to suspend Your Services. Following suspension of Your Services under this paragraph You may request that Services are reconnected and agreed these will be subject to a reconnection charge and a new minimum contract period. We will notify You of this charge and contract period at the time.
 - (e) Should You serve Your required notice and fail to agree that You will remain liable for all charges at Our Standard rates until such time that the Services are transferred to a new supplier.

25. CONTRACT RENEWAL

- 25.1. The Minimum Term and Monthly Service Charge will be as specified on the Quotation or Tariff(s) for each Service, or as otherwise agreed with You in writing. In the event that the Minimum Term is not on the Order Form or Supplementary Conditions then the Minimum Term will be;

- (a) thirty-six (36) months where You are a business user;
 - (b) twenty-four (24) months where You are a domestic user.
- 25.2. In the event that the Monthly Service Charge is not on the Order Form or Supplementary Conditions then the Monthly Service Charge published in the Tariff(s) will apply.
- 25.3. After the expiry of the initial and each subsequent Minimum Term,
- (a) if You are a domestic user, or if You have ten (10) or fewer individuals working for You (whether as employees, volunteers or otherwise), this Your contract will automatically renew for a further thirty (30) calendar days;
 - (b) if You have more than ten (10) individuals working for You (whether as employees, volunteers or otherwise), unless otherwise agreed with You in writing, Your contract will automatically renew for a further period of twelve (12) months. Such automatic contract renewal will be on the same terms and, unless otherwise varied in accordance with these Conditions, the same Monthly Service Charge will apply.

26. CHANGING THE AGREEMENT

- 26.1. If You ask Us to make any change to the Services or Rental Equipment We will ask You to confirm Your request in writing. No action will be taken by Us to carry out the change until We have received Your written confirmation. If We agree to a change, this Agreement will be changed when We confirm the change to You in writing.
- 26.2. We may vary this Agreement (or any document comprising part of the Agreement, including the Tariff for any Service) at any time on giving You no less than one (1) month's notice. We will notify You of any changes or new terms and conditions on www.cloudcelltechnologies.co.uk. You agree that if You continue to use the Services following receipt of such notice You will be bound by the new/revised Conditions. We reserve the right to pass on any increase in Our costs for the Services We provide to You at any time by no less than one (1) month notice, the only exception being in that detailed in 10.1(b)
- 26.3. Other than in the case of passing on cost increases, if a change has a material adverse effect on You or the Services We provide then the termination charges detailed in paragraph 24.5 will not be payable by You if You wish to terminate the Agreement or any of the Services before the end of the Minimum Term applicable to each of the Services. Termination charges for any subsidised installation as described in paragraph 24.4 will remain in effect and will be payable by You in that scenario.

27. TRANSFERRING THE AGREEMENT

- 27.1. You cannot, and cannot try to, assign or transfer (in whole or in part) the Agreement of the benefit of or the rights under this Agreement to anyone else.
- 27.2. We may assign or transfer (in whole or in part) this Agreement to any Associated Company.

28. GENERAL CONDITIONS

- 28.1. Any notice given under this Agreement must be delivered by hand or sent by email or prepaid post as follows:
- (a) to Us at the address or email address shown in this Agreement or on Your last invoice, or at any other address or email address We give You;
 - (b) to You at the address You have asked Us to send invoices to or another address You have given Us.
- 28.2. This Agreement will continue in respect of each Service for the Minimum Term applicable to each Service and thereafter unless and until terminated in accordance with this Agreement.
- 28.3. The Conditions apply to the provision of all Services.

28.4. Where We publish separate conditions for specific Services, both conditions will apply but those conditions will take precedence over these Conditions in the event of inconsistencies between them.

28.5. The Conditions in the entirety shall take precedence over any terms which may form Your purchase order for any of the Services.

29. ENTIRE AGREEMENT

29.1. This Agreement (including any Order Form, Service Level Agreement, Tariff(s), Supplementary Conditions or variations) constitutes the entire agreement between You and Us for the Services and supersedes any and all other written, recorded and oral communications between You and Us in connection with the Services including any quotation.

30. SEVERANCE

30.1. If any of these Conditions or any term or condition of the Agreement is deemed invalid, void, or for any reason unenforceable, that term of condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

31. RELIANCE

32. You acknowledge and warrant that You have not been induced to enter into this Agreement by, nor have You relied upon, any representation, promise, assurance, warranty or undertaking (whether written or oral) by or on behalf of Us or any other person save for those set out in this Agreement, except in the case of fraud.

33. NO WAIVER

33.1. If You breach these Conditions and We take no action, We will still be entitled to use Our rights and remedies in any other situation where You breach these Conditions.

34. SURVIVAL

34.1. Any Conditions which are expressed to survive expiry or termination shall survive expiry or termination of the Agreement however caused.

35. THIRD PARTY RIGHTS

35.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

36. GOVERNING LAW AND JURISDICTION

36.1. Subject to paragraph 36.2, the Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

36.2. We are a member of an Alternative Dispute Resolution scheme and Your right to refer a complaint to such a scheme, and Our duties and obligations in relation to any complaint You may make are detailed in the appropriate policy available on Our website.

37. DEFINITIONS

“Applicable Data Protection Legislation” means (a) the Data Protection Act 1998; or (b) from 25th May 2018, the GDPR, read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules; or (c) from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2018.

“Alternative Dispute Resolution” means a scheme of arbitration defined by the Office of Communications from time to time.

“Associated Company” means, as appropriate,

- (a) Our ultimate holding company or any subsidiary thereof, or;
- (b) any entity which can, in Our sole opinion, acting reasonably, provide the Services under this Agreement, and where We have used this Agreement as collateral against a loan from such entity.

“BT” means British Telecommunications plc.

“Call” means a signal, message or communication which is silent, spoken or visual on each Line that We agree to provide to You under this Agreement.

“Conditions” means these Conditions for Communications Services and any other conditions specific to other Services (“Supplementary Conditions”).

“Contract Renewal” means an automatic renewal of Your contract for a further 12 months after the Minimum Term and each subsequent 12 month renewal thereafter.

“Direct Customer Information Form” means the document (physical or electronic) that You previously completed that recorded, *inter alia*, your registered company name, company number, registered office or commensurate details for a sole trader, domestic user or partnership.

“Customer Service Plan” means the provisioning and fault management support processes and escalation paths as may be published and varied by Us from time to time.

“Day” means, unless otherwise specified, a calendar day.

“Data Controller” shall have the meaning set out in the Applicable Data Protection Legislation.

“Data Processor” shall have the meaning set out in the Applicable Data Protection Legislation.

“Data Subject” shall have the meaning set out in the Applicable Data Protection Legislation

“GDPR” means the General Data Protection Regulation (EU) 2016/679

“Early Termination Charges” means the sum of;

- (c) For Each Service for which a monthly rental charge is payable – number of months remaining of Minimum Term for the Service multiplied by the monthly rental; and/or
- (d) Call Spend – number of months remaining on Minimum Term multiplied by Monthly Service Charge; and/or
- (e) Pro-rata or full repayment of any subsidised installation or any other contribution to upfront or ongoing costs paid by Us as described in paragraph 24.4 and in accordance with the terms of the subsidised installation, and/or
- (f) The appropriate notice period charge for each Service, and/or
- (g) Repayment of any discount or other benefit You may have received which was based on a minimum contract term commitment, and/or
- (h) Any applicable cease charges as may be detailed on in the Tariff.

“Emergency Call” means a Call to the emergency services by calling 999 or 112.

“Line” means a connection to Our network or that of Our suppliers, whether direct or indirect.

“Internet Access” shall have the meaning in Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 laying down measures concerning open internet access and

amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union

"Minimum Term" means each minimum initial and subsequent period of service for each Service as shown on the Quotation or as set in accordance with paragraph 25. Unless specified otherwise in writing by Us, the initial period which comprises the first Minimum Term shall start on the first day of the month immediately following the Contract Commencement Date.

"Monthly Service Charge" means in relation to each Service the monthly charge commitment as outlined in the Order Form, Supplementary Conditions or in the Tariff or otherwise in any agreed tariff plan referred to in this Agreement constituting the monthly amount You agree to pay Us each month for the service.

"Order Form" means the document, physical or electronic, in which You accepted these Conditions for the Services in the Quotation.

"Premium Rate" means a UK telephone number starting 08 or 09 that does not start 080.

"Product Related Privacy Notice" means the document published by Us from time to time that details, by Service, how Your personal data is processed.

"Quotation" means the document, physical or electronic, which describes the offer of Services offered by Us to You and other relevant information which may include the initial charges, Minimum Term and Supplementary Conditions.

"Rental Equipment" means the equipment identified on the Order Form or Supplementary Conditions or otherwise notified to You in writing that We will rent to You as part of Our provision of the Services and which You will return to Us after expiry or termination of the Agreement, subject to the provisions of this Agreement.

"Sale Equipment" means the equipment identified on Order Form, Supplementary Conditions or otherwise notified to You in writing that We will sell to You, subject to the provisions of this Agreement.

"Service" or "Services" means all or part of the Services explained in paragraph 1 or identified on the Order Form or Supplementary Conditions and any related services that We agree to provide to You under this Agreement.

"Service Level Agreement" means the document, physical or electronic, which describes Our support procedures, escalation paths, estimated resolution timescales and any service credit which may, or may not, be available to You in the event of a service issue.

"Tariff" means Our tariff referred to in this Agreement and as amended for time to time under paragraph 26.2 above. For the avoidance of doubt, any tariff sheet provided by You is not a valid Tariff.

"Wireless Telegraphy" shall have the meaning in the Wireless Telegraphy Act 1996.

"Working Day" means any day which is not a Saturday, Sunday or public holiday in England and Wales.

"You" and "Your" means the customer We make this Agreement with. It includes a person who We reasonably believe is acting with the customer's authority or knowledge.