

Connecting Britain Limited Registered Office: Connecting house Chain Caul Way, Ashton-On-Ribble, Preston, England, PR2 2TL

Registration Number: 14088757 General Terms and Conditions

Connecting Britain is a provider of managed communications services including leased lines, telephone lines, mobile services, local national and international telecommunications services, hosted telephone services, PCI compliance, hosted desktop products and broadband. By ordering and using the services you agree to the following Terms and Conditions and that they set out the basis upon which Connecting Britain will provide the services to you the Customer. This Service is sold as a service to be used for business purposes. However, in the unlikely event that you may be purchasing the service as a consumer you have the statutory right to cancel within 14 days of your order.

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 The Order Form and Supplementary Order Form(s) form part of this Contract and are contractually binding on the parties.

1.2 In this Contract the following expressions have the following meanings, unless the context requires otherwise: -

**"Billing Period"** means any period in respect of which we bill you from time to time for your use of any of the Services provided to you.

**"Charges"** means our published list of prices as amended from time to time applicable to our Services.

**"Commencement Date"** means the date upon which our supply to you of any Service commences.

**"Conditions" & "Terms and Conditions"** means these terms and conditions as amended by us from time to time in accordance with clause 21.3.

**"Confidential Information"**

means any information marked confidential or information that the author would not wish to be disclosed to customers, suppliers or to be publicly available.

**"Contract"** means the contract between you and us to pay for and receive the Service set out in these Conditions and the Order (together with such changes and/or other terms as may be notified to you from time to time) and your current Tariff Plan as amended from time to time.

**"CPS"** Means Carrier Pre-Select, a method of indirect access to route your calls over a network of Connecting Britain Ltd's choice

**"Credit Limit"** means any credit limit, which is applied to your account either when you apply for any Service or at any time thereafter at Connecting Britain Ltd's sole discretion.

**"Customer Purchased Equipment"** Means any equipment sold or provided to the Customer by Connecting Britain Ltd.

**"Customer Representative"** Means the person or persons named under Customer Representative on the Order Form.

**"Customer Services"** means the customer services facility provided by us for you to make general, sales or account enquiries. Customer Services are available between the hours of 9am to 5pm Monday to Friday of a working day. Calls to Customer Services may be monitored.

**"Customer"** means any customer who enters a Contract.

**"Customer's Logo"** Means the trading logo of the Customer.

**"Delivery Address"** Means the Delivery Address as detailed in the Order Form.

**"Directors Guarantee Provision"** Means a personal guarantee given by a director of the Customer to Connecting Britain Ltd.

**"Equipment"** Means any equipment, electronic portal or service provided to the Customer for the performance of the Services.

**"Fair Use Policy"** means our fair use policy, available on our Website and as updated from time to time.

**"Good Industry Practice"** means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**"GSM Gateway"** means a fixed device containing one or more SIM Cards which enables a call from a fixed phone to a Mobile Phone to be routed directly into a mobile Network as if it were from a Mobile Phone and thereby attract a different call rate.

**"Connecting Britain portal"** Means the electronic portal allowing the Customer access to control of some or all the Services.

**"Connecting Britain Representative"** Means the person or persons named under Connecting Britain Representative on the Order Form or other such person or Subcontractor notified by Connecting Britain to the Customer from time to time.

**"Initial Term"** Means the time outlined in the Order Form which begins on the Commencement Date.

**"Installation Date"** Means the date when the Service(s) are activated and ready for use.

**"Minimum Term"** Means the minimum period that applies to your Contract under the length of the agreement, which will depend on the Tariff Plan you select at the time you place your Order as outlined on your Order Form.

**"Landline Service(s)" or "Service(s)"** means the landline, Ethernet, leased line, non-geographic number communications and related services to be supplied by Connecting Britain to the Customer under the Conditions of this Contract.

**"Network"** means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator.

**"Order"** means any order that you submit to us for any of the Services.

**"Order Form"** Means the form used by Customers to submit an order for any of the Services.

**"Premises" or "Site"** Means the UK premises where we agree we shall provide you with

the Landline Service.

**"Representatives"** Means a person or company acting on behalf of either Connecting Britain or the Customer.

**"Service Level Agreement"** Shall have the meaning given to it in clause 19.

**"Supplementary Order Form"** Means an additional form for use by an existing Customer to order additional Services from us.

**"Tariff Plan"** means the Tariff (that may include some elements which are not chargeable) which you select for the Services at the time you place your Order and which you may change from time to time by agreement with us and where we agree, such change to take effect at the start of your next Billing Period.

**"Tariff"** means the tariff setting out our list of Charges for any of the Services we offer from time to time.

**"Technical Support"** Means the service by which customers can report technical issues with their service.

**"Termination Fee"** means the full contract value less any sums already paid to Connecting Britain (exclusive of VAT).

**"Title"** means the legal ownership.

**"we", "us", "our", "Connecting Britain Ltd"** means Connecting Britain Limited of Chain Caul Way, Ashton-On-Ribble, Preston, England, PR2 2TL

**"Working Day"** means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

**"Year"** means the twelve-month period commencing on the Installation Date until the first anniversary of the Installation Date and each subsequent twelve-month period until the next anniversary of the Installation Date.

1.3 The headings in these Terms and Conditions are for convenience only and will not affect the construction of the Terms and Conditions. References to clauses are to the clauses of the Conditions. References to the Order Form and paragraphs are to the Order Form for the Services which these Terms and Conditions cover and the paragraphs within the Order Form. In the event of a conflict arising between the Conditions and an Order Form the Conditions will prevail.

1.4 In these Terms and Conditions: -

1.4.2 the use of the singular will be construed to include the plural (and vice versa) and the use of any gender will be construed to include all genders.

1.4.3 references to a person include individuals, incorporated bodies, unincorporated associations and partnerships and the permitted transferees and assignees of such persons.

1.4.4 references to any statute, enactment, order, statutory instrument or statutory provision include such statute, enactment, order, statutory instrument or statutory provision together with all regulations and subordinate legislation made there under, all as from time to time amended, re-enacted, consolidated or replaced.

1.4.5 the expressions "including", "include", "includes", "included" and "in particular" will be construed to mean without limitation; and

1.4.6 references to loss include destruction.

## 2. TERM AND RENEWAL

2.1 This Contract will come into force immediately upon signature by both parties and will remain in force for the Initial Term and renew for further terms of equivalent length of the Initial Term upon expiry of the Initial Term unless and until terminated earlier in accordance with Clause 12.

2.2 The Customer appoints Connecting Britain as its preferred supplier of the Telephone Services outlined in the contract (either verbal or written) from the date of execution of this Contract for the duration of the Contract.

## 3 CONNECTING BRITAIN LTD'S OBLIGATIONS

3.1 Without prejudice to any other provision in this Contract, Connecting Britain shall: -

3.1.1 provide the Services in accordance with this Contract.

3.1.2 take all reasonable steps to obtain such documents, information and co-operation from the Customer as it may reasonably require supplying the Services.

3.1.3 supply the Services in accordance with health and safety and environmental legislation and other applicable legislation, statutory requirements, regulations and Good Industry Practice and relevant codes of conduct of the professions and industries to which Connecting Britain Ltd's activities relate.

3.1.4 ensure that each of its Representatives who visits a Site complies with all rules, instructions, codes of conduct and security codes in force from time to time at such Site as notified to Connecting Britain Ltd's Representative by the Customer and with all reasonable requests and requirements in respect of Site rules, instructions, codes of conduct and security codes communicated by or on behalf of the Customer to Connecting Britain Ltd.

3.2 Without prejudice to the generality of the foregoing, Connecting Britain warrants, subject to clause 3.3 that:

3.2.1 the Services will be provided under proper supervision, with reasonable skill and care, in a professional manner by suitably trained, skilled, experienced professionals.

3.2.2 it shall use reasonable endeavours to perform the Services in accordance with such timescales as may be agreed between the parties from time to time.

3.3 The Customer acknowledges that the Services in general will not be error free and agrees that the existence of such errors shall not constitute a breach of the Contract.

3.4 Connecting Britain will provide the Services using such Representatives as it considers suitable to undertake the work. Nothing in this Contract will in any way restrict Connecting Britain Ltd's right to use its Representatives to supply services like the Services to other customers of Connecting Britain Ltd.

3.5 Subject to clause 3.3, the Customer Purchased Equipment will comply with all applicable legal and regulatory requirements and with applicable British Standards (or, if applicable, their equivalent requirements in the territory in which the Customer Purchased Equipment is supplied).

3.6 Connecting Britain shall deliver the Customer Purchased Equipment to the Delivery Address and risk in such Equipment shall pass to the Customer on delivery.

3.7 Title to the Customer Purchased Equipment shall not pass to the Customer until:

3.7.1 Connecting Britain has received payment in full (in cash or cleared funds); or  
 3.7.2 if subsidised in any way from the recommended retail price by Connecting Britain Ltd, once the full contract value has been satisfied.

3.8 Connecting Britain shall endeavour to transfer to the Customer the benefit of any manufacturer warranty or guarantee given to Connecting Britain in respect of the Customer Purchased Equipment.

3.9 The date for delivery of the Customer Purchased Equipment shall be the date agreed between the parties. Time shall not be (and may not be made) of the essence with respect to the delivery of the Customer Purchased Equipment.

#### 4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall provide such co-operation, information (including authorisation to transfer the Linc rental and CPS), facilities and access to the Site to Connecting Britain and Connecting Britain Ltd's representatives may reasonably be requested and as are reasonably necessary for Connecting Britain to perform its obligations under this Contract.

4.2 The Customer shall provide Connecting Britain with all information in its possession or power concerning the Customer's operations and activities, including but not limited to software, manuals, data, drawings and any other documents or materials, which may reasonably be necessary to enable Connecting Britain to perform the Services and will also ensure that its relevant Representatives are generally available to provide such assistance or information as Connecting Britain may reasonably require in the course of providing the Services.

4.3 The Customer shall be responsible for any changes or modifications made to the Equipment by any person other than Connecting Britain or Connecting Britain Representative, unless made with Connecting Britain Ltd's written consent or approval. Connecting Britain shall be entitled to charge the Customer at Connecting Britain Ltd's standard rates for work caused by such changes or modifications to the Equipment.

4.4 The Customer shall comply with all licences, acceptable use policies (available on [www.connecting-britain.com](http://www.connecting-britain.com)), legislation, regulations and codes of practice to which it is subject in relation to the Equipment and receipt of the Services.

4.5 The Customer shall prevent its Representatives from using the Services in any of the following ways:

4.5.1 in breach of any reasonable instruction given by Connecting Britain Ltd, or anybody which has regulatory powers relating to the Services.

4.5.2 to send, receive, upload, download, use or reuse any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing or in a breach of any legally enforceable right of confidence, copyright, privacy or any other similar right.

4.5.3 to put Connecting Britain in breach of the terms of any agreement we have with any public telecommunications operator, the details of which have previously been notified in writing by Connecting Britain to the Customer; or

4.5.4 in any way which could render Connecting Britain subject to any criminal prosecution, enforcement action, civil claim or other action or liability.

4.6 The Customer shall comply with Connecting Britain Ltd's reasonable instructions as to the use and care of the Equipment. The Customer will pay for any repair or replacement needed if the Equipment is damaged by any means.

4.7 The Customer shall take all reasonable steps to ensure that PIN Numbers and passwords are kept confidential and secure, are used properly and are not disclosed to unauthorised persons. The Customer shall indemnify Connecting Britain and keep Connecting Britain effectively indemnified against all and any losses, costs and expenses (including legal costs) that Connecting Britain may suffer from fraudulent activity on the Service(s) or incurred because of any failure on the part of the Customer to comply with the terms of this clause.

4.8 If applicable, the Customer shall provide Connecting Britain with the necessary written authorisation to enable Connecting Britain to arrange for the Services to be transferred to Connecting Britain as soon as possible following the signature date of the Order Form, in accordance with Clause 11.

4.9 The Customer must ensure that their contact and payment details are up to date at all times.

4.10 If required by Connecting Britain either at the start of the Contract, or at any point, thereafter, agree and sign Connecting Britain Ltd's Directors Guarantee Provision.

4.11 The Customer shall ensure that they have correctly given any notice periods required to any previous service providers.

#### 5 WARRANTY

5.1 We warrant that we shall provide the Service with reasonable skill and care, within a reasonable time and substantially as described in this Agreement. We do not warrant that the provision of the Service will be fault free or uninterrupted but will use all reasonable skill and care to provide and maintain the Service. We do not make any other promises or warranties about the Service. You acknowledge and agree that in entering into this Agreement you do not do so on the basis of, and do not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Equipment and the Service is made available "as is" for your own use only. Nothing in this Agreement affects your statutory rights.

5.2 We will provide a limited warranty on Equipment covering manufacturing defects subject to the terms of the warranty as provided by the manufacturer of the Equipment. If during the warranty period Equipment supplied by us is faulty because of manufacturing defects you must report the fault by telephoning us promptly on 0330 320 7971 (or such other telephone number as may be posted on our web site from time to time) and we shall replace the Equipment for you provided the faulty Equipment is returned to us (to such address as shall be notified to you by Connecting Britain Ltd) within a period of 30 days following the date on which the fault was reported to us. The faulty Equipment must be returned to us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. You will be charged for the replacement Equipment in addition to our delivery

costs. The amount charged for the replacement Equipment (excluding our delivery costs) will be credited back to you provided we receive the faulty Equipment within 30 days following the date on which the fault was reported to us and provided further that the fault is not caused by abuse or negligence while in your care.

5.3 Connecting Britain reserves the right to perform, repair and maintenance on or upgrade, update or enhance (collectively "Maintenance") its network infrastructure and the Service with or without notice and without liability, even if Maintenance causes a partial or full disruption of the Service, provided however, Connecting Britain shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with your use of the Service, including by providing reasonable commercial notice where feasible.

#### 6 ADDITIONAL ITEMS

6.1 The Customer may at any time during the term of their Contract request additional goods or Services by submitting a Supplementary Order Form.

6.2 At the end of the agreed Minimum Term, the customer accepts that they will automatically transfer to the standard out of contract tariff. Which is as follows:

- £500.00 minimum cost per lease line
  - 1-3 handsets £40 per month for each hosted/VoIP user 4+ handsets £25 per month for each hosted/VoIP user
  - £28.98 per month per line for each ADSL connection
  - £24.99 per month per line for each PSTN connection
  - £48.99 per month per line for each Fibre connection
  - £30.00 per month for each mobile sim
- Call storage for voice recordings once Contract is terminated:
- Up to 99 hours - £100.00 per month
  - 100 - 299 hours - £300.00 per month
  - 300 - 499 hours - £500.00 per month
  - 500 hours or more - £1,000.00 per month

6.3 Where the Customer is a small business customer, the Customer may terminate the Contract by giving 90 days' notice in writing to Connecting Britain such notice to become effective no earlier than the expiry of the Minimum Term.

#### 7 SUPPLY OF EQUIPMENT AND INSTALLATION SERVICES

In the event that the section related to Equipment is completed on the relevant Order Form, this Clause 7 shall apply to the Contract: -

##### 7.1 DELIVERY

7.1.1 The Customer shall be responsible for providing the Company with any necessary instructions for delivery of the Equipment within a reasonable period prior to the estimated delivery date advised by the Company to the Customer.

7.1.2 If the Customer fails to take delivery of the Equipment or if by reason of instructions or lack of instructions from the Customer the delivery of any Equipment in accordance with the Contract is delayed for more than twenty-eight days after the Company has given notice in writing to the Customer that the Equipment is ready for delivery the Equipment shall be deemed to have been Delivered in accordance with the Contract and thereafter the Equipment shall be deemed to be at the risk of the Customer. The Customer shall pay to the Company the reasonable costs of storing, protecting, and preserving such Equipment after the expiry of such period of twenty-eight days.

7.1.3 If the Contract provides for Delivery by instalments, any delay in the Delivery of any instalment shall not entitle the Customer to treat the Contract as at an end or to reject any other instalment.

7.1.4 If because of refusal or delay of delivery or installation the Equipment shall be deemed to have been Delivered in accordance with condition 7.1.3 then payment shall be made by the Customer to the Company of the balance of the Price within seven days of such deemed delivery date.

7.1.5 The equipment will be ordered at the time the order is placed by the Customer and will be dispatched upon Connecting Britain receiving confirmation the hardware is ready for dispatch in accordance with Clause 3.9.

7.1.6 Any estimated delivery date provided to the Customer may vary subject to site survey.

##### 7.2 CONNECTION

7.2.1 The responsibility for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system lies with the Customer unless outlined in the contract,

7.2.2 The Customer shall ensure that a suitable earthed mains electricity supply of 240volts ac conforming to the Institution of Engineering and Technology's IEE Wiring Regulations in force at the date of Delivery is available for each piece of Equipment within 3 metres of such pieces of Equipment.

7.2.3 The Customer shall prepare the Site(s) (at its own cost) in accordance with the Company's instructions so that any necessary Equipment can be installed.

7.2.4 Connecting Britain will not be held responsible for Voice Quality if the customer's uses own internet connection. If the customer decides to move hosted telephony onto a connection not provided by Connecting Britain without prior agreement an additional £5.00 per month service charge will be added to each line.

7.2.5 The Company may for operational reasons; introduce Service Features, introduce process changes to improve the quality of the Fixed Network Services or upgrade the Fixed Network Services, provided always that such changes do not have a materially detrimental effect on the performance or provision of the Fixed Network Services.

##### 7.3 PROPERTY AND RISK

7.3.1 The Equipment shall be at the Customer's risk from the moment of Delivery or deemed Delivery (as described in Condition 7.1.2) whether or not property in the Equipment has passed or payment or part payment made therefore, and from that moment of Delivery or deemed Delivery (as described in condition 7.1.2) the Customer shall be responsible for insuring the Equipment.

7.3.2 Notwithstanding Delivery and the passing of risk, the property and the legal and beneficial title in the Equipment supplied under the Contract shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of all sums due for the Equipment and Installation Services (where applicable) and all other equipment and/or services agreed to be sold by the Company to the Customer for which payment is then due.

7.3.3 Until such time as the property in the Equipment has passed to the Customer, the Customer shall hold such Equipment as the Company's fiduciary agent and bailee, and keep such Equipment properly stored, protected and insured and identified as being the Company's property until title passes.

7.3.4 Until such time as the property in the Equipment passes to the Customer the Company shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Equipment to the Company at its nominated location and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and remove and repossess such Equipment.

7.3.5 The Customer shall not, without the written consent of the Company, be entitled to pledge or in any way charge by way of security for any indebtedness, or alter or modify, any Equipment which remains the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any right or remedy of the Company) forthwith become due and payable. The Customer shall ensure that any Equipment provided by the Company which remains the property of the Company shall remain identifiable and shall be kept free from any loss, damage, and/or deterioration and insured against all risks for its full reinstatement value.

#### 7.4 LIABILITY FOR REPLACEMENT OR REPAIR

7.4.1 Subject to the following conditions of this Clause 7.4, the Company shall, for a period of twelve months from the date of Delivery or Installation (where applicable) whichever is the later event, at its option and without cost to the Customer either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of the Company to be the result of faulty design, materials or manufacture or Installation (only where the Company has supplied Installation Services in respect of the defective Equipment under the Contract) provided that the Company shall have no liability for any such defects unless the Customer notifies the Company, within three Business Days from Delivery or Installation (where applicable) whichever is the later event, of any defect arising prior to and/or on Delivery or Installation (as the case may be) and (subject to clause 7.4.2) within twenty four hours of any latent defect arising within such twelve month period.

7.4.2 Where the Customer enters into an agreement for maintenance of the Equipment with a third party, the Company's liability for repair, replacement, and renewal under the Contract shall be transferred to the relevant third party maintenance provider on Delivery, subject only to the Company's relevant liability in respect of defects arising on or before Delivery or of the Equipment provided that the Customer notifies the Company within three Business Days of Delivery in accordance with clause 7.4.1.

7.4.3 Where the Company is to supply Maintenance Services in respect of the relevant Equipment under the Contract, clause 8 shall apply and in the event of any conflict between this Clause 7.4 and clause 8, the provisions in clause 8 shall prevail.

7.4.4 The liability of the Company shall apply only to defects that appear under proper use and under conditions of operation not more onerous than those declared to the Company by the Customer prior to entering into the Contract, and in particular shall not apply to defects which arise from the neglect, misuse, or faulty maintenance of the Customer or any of its other contractors, or from alterations carried out without the prior written consent of the Company or from repairs carried out improperly by the Customer or its servants or agents or arising from normal wear and tear.

7.4.5 Any repaired or new parts provided by the Company under this Clause 7 will be delivered by the Company to the Customer free of charge. Any Equipment (or part) which has been returned to the Company and replaced by the Company shall become the property of the Company.

7.4.6 The Company reserves the right to charge on a quantum meruit basis for the costs of repairs and/or call-outs where the damage has resulted from misuse or unauthorised repair or alteration of the Equipment by the Customer or any third party, or from normal wear and tear.

7.4.7 Neither acknowledgement of receipt nor investigation by the Company of any claim hereunder or consent given hereunder shall constitute or imply admission by the Company of any liability in respect of such claim.

#### 7.5 TRADEMARKS AND BRANDING

7.5.1 The Company shall be entitled to fix legends bearing the Company's and/or its third-party supplier's name and/or trademarks or other marks ("Marks") to any Equipment.

7.5.2 The Customer shall ensure that no Marks affixed to the Equipment are removed or defaced at any time.

#### 8 THIRD PARTY RIGHTS

8.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

#### 9 PAYMENT AND CHARGES

9.1 The Customer shall pay the Charges as set out on the Order Form or as advised by Connecting Britain from time to time.

9.2 Unless stated in your contract all calls are chargeable, please see our call charges below:

- 1p per minute to any UK mobile network
- 2p per minute to any UK landline
- 8p per minute to any non-Geographical number

- Any international call charges can vary month on month please see our monthly call tariff guide on our website.

9.3 Connecting Britain will invoice the Customer for the Charges based on and in accordance with this clause 9 and the Order Form.

9.4 The Customer shall also pay all Value Added Tax, or any other applicable sales tax or like charge in a country where the Services are provided.

9.5 Subject to clause 9.7 below, the Customer shall pay the invoices submitted by Connecting Britain in accordance with this Contract within 10 days of receipt by direct debit. If payment of any undisputed invoice is not made by the due date, Connecting Britain shall be entitled to charge interest on such overdue invoice at 8% per annum over HSBC Plc's base lending rate from time to time, applicable pro-rata to the number of days elapsed between the due payment date and the actual payment date.

9.6 The customer agrees that by agreeing to these terms and conditions they accept that Connecting Britain will set up an electronic Direct Debit via Go Cardless on their behalf at any point during the contract.

9.7 If the Customer disputes any invoice from Connecting Britain relating to the Services, the parties shall work together in good faith to ensure that items under query or in dispute by the Customer are dealt with promptly. The Customer shall only withhold payment of the specific items agreed with Connecting Britain as being under query or under dispute. If the parties are unable to resolve the dispute as above, then the parties shall attempt to resolve the dispute in accordance with the provisions of Clause 17.

9.8 The Customer may not exercise any right of set off, abatement, counterclaim, retention, deduction or any other withholding against amounts invoiced to it by Connecting Britain Ltd.

9.9 Subject to Clause 9.7 if the Customer fails to pay the invoice submitted by Connecting Britain in accordance with Clause 9.5 then Connecting Britain shall at its sole discretion immediately suspend any Service(s) provided by Connecting Britain to the Customer under this or any other Contract. Such suspension of Service(s) shall be without any compensation or penalty.

9.10 If a Customer's Service is suspended in accordance with Clause 9.9 or fails to be transferred from a previous service provider, the Customer accepts that a fee of £75 is payable to us for reconnection of the Customer's services.

9.11 Additional charges may apply when the Customer's allowance is exceeded and/or used outside the UK and the EEA. Data usage in the EEA is subject to our Fair Use Policy available on our Website and in accordance with our charges policy available on our Website.

#### 10 LICENCE GRANT AND INTELLECTUAL PROPERTY INDEMNITY

10.1 Subject to Clause 10.2, Connecting Britain grants to the Customer a non-exclusive, non-transferable, royalty free licence to use Connecting Britain portal for the purposes described in this Contract for so long as this Contract remains in force.

10.2 The Customer will not without Connecting Britain Ltd's prior written consent:

10.2.1 distribute or sell copies of Connecting Britain portal or its documentation to third parties; or

10.2.2 sub-licence or otherwise grant rights to third parties for the use of Connecting Britain Ltd; or

10.2.3 copy nor (except as permitted by law) decompile or modify the software, or copy manuals or documentation licensed to it by or on behalf of Connecting Britain Ltd. In the case of manuals or documentation such written consent will not be unreasonably withheld or delayed.

10.3 The licence granted under Clause 10.1 shall terminate when this Contract expires or is terminated.

10.4 Connecting Britain shall indemnify the Customer to the extent that it suffers any damage, loss, liability, cost, fine or expense of any kind in relation to a claim or allegation from a third party that the Customer's use of the Services infringes a third party's Intellectual Property Rights. As a condition of this indemnity the Customer must:

10.4.1 notify Connecting Britain forthwith in writing of any allegation of infringement;

10.4.2 make no admission in respect of or settlement of any claim without Connecting Britain Ltd's prior written consent;

10.4.3 allow Connecting Britain sole control of all negotiations and defence of proceedings;

10.4.4 provide Connecting Britain all reasonable assistance in dealing with the allegation or claim (Connecting Britain shall pay the Customer's reasonable expenses for such assistance); and

10.4.5 allow Connecting Britain to modify or replace the Services or any part thereof, to avoid the infringement.

10.5 The indemnity in Clause 10.4 above does not apply to infringements caused using the Services in conjunction with other equipment, software or services not supplied by Connecting Britain and not approved by Connecting Britain for use in conjunction with the Services or to infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by Connecting Britain Ltd).

10.6 The Customer agrees to indemnify Connecting Britain against all claims, proceedings, costs and expenses of any nature arising from infringement (or alleged infringement) of any third party Intellectual Property Rights by reason of the Customer's use of the Services in conjunction with other equipment, software or services not supplied by Connecting Britain and not approved by Connecting Britain for use in conjunction with the Services and infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by Connecting Britain Ltd). Connecting Britain shall:

10.6.1 notify the Customer forthwith in writing of any allegation of infringement;

10.6.2 make no admission in respect of or settlement of any claim without Connecting Britain Ltd's prior written consent;

10.7 allow the Customer to conduct all negotiations and defence of proceedings;

10.8 provide the Customer all reasonable assistance dealing with the allegation or claim (Customer shall pay Connecting Britain Ltd's reasonable expenses for such assistance); and  
 10.9 allow the Customer to modify any equipment, software or services it uses in conjunction with the Services to ensure the equipment, software or services does not continue to infringe the third parties Intellectual Property Rights.

10.10 Any illustrations, samples or descriptive material provided by the Company, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as approximate only unless specifically stated otherwise. Any savings quoted are estimates and illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company and must not be copied or loaned or transferred by the Customer. The Customer acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.

10.11 The limitations and exclusions of liability contained in clause 15 below do not apply to liability under this clause.

#### 11 TRANSFER FROM EXISTING PROVIDER

11.1 When transferring from an existing provider, the Customer accepts that they must follow our number porting process in accordance with this clause 11. It is imperative that the Customer does not cancel any services or lines from their existing provider until the number(s) have been successfully transferred. Connecting Britain will not accept any responsibility for loss of services where the porting process is not followed.

11.2 The customer accepts that any number ports unless stipulated within the contract, are chargeable at £15.00 per number or extension (Ddi). When we are requesting information when the customer is requesting to port from an existing provider it is the customers responsibility to ensure that the information given is correct. If the port is rejected due to the incorrect information supplied by the customer, then a £15.00 administration fee will be added to the customer's account to cover the costs of the port rejection fee.

11.3 The Customer agrees to supply a letter of authority ("LOA") to Connecting Britain to commence the number porting process. The LOA must be provided to us within 14 days of the commencement of the Contract. If the customer does not complete the LOA, the 60 day period for any claim for termination fees to be paid referred to in Clause 11.5 will start from the expiry of the 14 day period stipulated in this clause.

11.4 If the Customer fails to provide us with the requisite LOA within the period prescribed in Clause 11.3, the porting request will not be accepted by us. Retrospective requests will not be accepted.

11.5 Where we agree to pay termination fees to an existing provider, administration fees, cashback or incentive, the Customer accepts that such fees are exempt from Value Added Tax and thus not chargeable.

11.6 In order for us to pay the fees listed in clause 11.5, the customer accepts that they must:

11.6.1 claim the fees listed in clause 11.5 within the first 60 days of the commencement of the Initial Term. If any numbers are to be ported, the invoice must be submitted to us within 60 days from the date the relevant numbers are ported. The Customer accepts that it is their responsibility to invoice Connecting Britain within this time frame;

11.6.2 The Customer must provide us with the original termination invoice from their existing provider which must exclude VAT.

11.7 The Customer accepts that clause 11.6 must be complied with before Connecting Britain may settle the termination fee invoice. If the Customer is requesting number porting, then the Customer also accepts that Clause 11.3 must be complied with in addition to clause 11.6

11.8 Any claims made by the Customer for termination costs and/or cashback or administration fees for any invoices will be settled within 30 days of receipt of the correct documentation as specified above. Please note all of the above mentioned are none vatable.

11.9 Without prejudice to any rights the Customer may have to port a number allocated to it, the Customer acknowledges it does not own or have any right to sell any number provided to it by the Company. Where the Customer has a number from a national numbering plan, the charges for porting such number shall be as set out in the Tariff.

#### 12 SUSPENSION AND TERMINATION

12.1 Without prejudice to any other right of Connecting Britain to suspend or terminate any or all of the Services under these Conditions. The Company at its discretion, may suspend the provision of any Services until further notice without liability to the Customer having given the Customer reasonable notice either orally and/or in writing in the event that:

- the Customer breaches any part of this Agreement including but not limited to the Customer's failure to pay the Charges (or any additional charges issued to the Customer in accordance with this Agreement) to us on the due date;
- the Customer's account falls into arrears or where a direct debit agreement with us has been cancelled by the Customer;
- An Emergency occurs and/or the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative or regulatory authority (including without limit, OFCOM or Phone paid Services Authority);
- the Company has reasonable grounds to believe that any of the Services are being used fraudulently, unlawfully or by an unauthorised third party;
- any licence under which the Customer has the right to run its telecommunications system and/or connect to the Services or use any of the Services is revoked, amended or otherwise ceases to be valid;
- the Company or any member of its Group is entitled to suspend and/or terminate

provision of any other telecommunications service under the terms of any other agreement with the Customer; or

g) any maintenance or repair is necessary (for the purposes of new provision, updating facilities, general maintenance or otherwise) or required to the relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, the Company shall not be required to give any advance notice).

12.2 The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the implementation of a suspension pursuant to Clause 12.1 and the commencement of the provision of the Services as appropriate, save in the case of a suspension pursuant to clause 12.1.1(c).

12.3 The Customer shall not have access to any data stored through the Hosting Services during a suspension. The Customer shall have the opportunity to create a snapshot backup of the data stored through the Hosting Services, and the Customer shall pay the Company the applicable charges for undertaking such a backup, in accordance with the Company's then current charges.

12.4 Connecting Britain may terminate this Agreement immediately and stop providing the Services to the Customer in the event that:

12.4.1 The Customer fails to pay any Charges or other sums due under this Agreement in accordance with clause 9; or

12.4.2 The Customer is in breach of any other term of this Agreement and fail to make good of the breach within 7 days of the Company notifying the Customer; or

12.4.3 The Customer becomes bankrupt or makes any arrangement with their creditors, are liquidated or have an Administrator or receiver appointed or suffer any other form of insolvency; or

12.4.4 The Customer is unable to pay their debts as they fall due.

12.5 The Customer may terminate the Contract by giving 90 days' notice in writing to Connecting Britain Ltd, such notice to become effective no earlier than the expiry of the Minimum Term.

12.5.1 In the event the contract has exceeded the minimum term, the duration of the notice period is payable by the Customer.

12.6 Upon termination of this Contract before the expiry of the Minimum Term for any reason by the Customer or the Company pursuant to clause 12.4, the remainder of the full contract value which has not been reached will become immediately payable. A termination invoice will be issued to the Customer payable forthwith, which will include (but not limited to) the value of the remaining term that would have otherwise been paid by the Customer.

12.7 If this Contract is terminated and the Customer wishes to transfer to another provider, Connecting Britain will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service providing all Termination Fees have been paid and no outstanding monies are owed to Connecting Britain by the Customer.

#### 13 CONFIDENTIALITY AND PUBLICITY

13.1 Each party will keep strictly confidential all Confidential Information belonging to the other and/or the other's Representatives which is received or obtained during the negotiation or performance of this Contract and, except with the prior written consent of the other (or of the relevant Representative of the other) or to the extent that disclosure is required by law, will not disclose such Confidential Information to any third party or copy or use it for any purpose other than for the proper performance of its obligations or the proper exercise of its rights under this Contract.

13.2 Neither party will acquire any right in or title to Confidential Information of the other or the other's Representatives nor any licence in respect of it except as expressly stated in this Contract. Each party will protect the Confidential Information of the other and of the other's Representatives as if it were its own Confidential Information and will not copy, summarise, modify or disclose it except to the minimum extent necessary to perform its obligations or exercise its rights under this Contract. Each party will ensure that all persons to whom it discloses Confidential Information of the other or the other's Representatives are bound by obligations of confidentiality and non-disclosure at least equivalent to those in this Contract.

13.3 The duties imposed on the parties by Clauses 13.1 and 13.2 above do not extend to information or data which at the time of its disclosure or use by the receiving party:

13.3.1 is generally available and known to the public other than by reason of the receiving party's breach of this clause 13.

13.3.2 the receiving party can demonstrate had previously come lawfully into the receiving party's possession from a third party under no restriction as to its use or disclosure; or

13.3.3 the receiving party can demonstrate that it developed independently without reliance on Confidential Information of the other or of the other's Representatives.

13.4 Each party agrees and acknowledges that damages alone may not be an adequate remedy for breach of this clause 13 and that each party and their Representatives may be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this clause 13.

13.5 Connecting Britain may use the Customer's Logo on sales and promotional material without notification to the Customer. However, neither party will use the other's name nor issue any statement, press release, other advertising or other publicly disseminated material in connection with this Contract without the other's express prior written consent (not to be unreasonably withheld).

13.6 On termination of this Contract and provided the full contract value and/or any outstanding invoices have been paid by the Customer, each party shall:

13.6.1 return to the other party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the other party's Confidential Information;

13.6.2 erase all the other party's Confidential Information from its computer systems (to the extent possible); and

13.6.3 certify in writing to the other party that it has complied with the requirements of

this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

13.7 The obligations in this clause 13 will remain in force following termination of this Contract for any reason.

#### **14 LIABILITY**

14.1 Neither party limits its liability for death or personal injury arising from its negligence (or its officers, agents or employees) or any other matter in respect of which liability cannot be limited by law and clause 14.3 below will not apply to such liability.

14.2 Nothing in this clause 14 will exclude, restrict or limit either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).

14.3 Subject to Clauses 14.1 and 14.2, Connecting Britain Ltd's entire liability under this Contract (other than under Clause 10.4 above) or for any cause of action related to the Services shall be limited to 25% of the contract value in the preceding 12 months.

14.4 Except as regards to Clause 14.1 Connecting Britain shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for:

14.4.1 Loss of profits;

14.4.2 business interruption; or

14.4.3 loss of anticipated savings; or

14.4.4 for any special, indirect or consequential loss or damages; or

14.4.5 for any loss, corruption or destruction of data; or

14.4.6 loss of business opportunity.

#### **15 FORCE MAJEURE**

15.1 Neither party will be liable except as specified in this clause for any failure to perform, delay in performing or imperfect performance of any obligation under this Contract to the extent that such failure, delay or imperfect performance is caused by a Force Majeure Event.

15.2 If either party is affected by a Force Majeure Event it shall promptly notify the other party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.

15.3 If a Force Majeure Event prevents Connecting Britain from providing the Services in accordance with this Contract for 12 consecutive weeks or more, either party may terminate this Contract immediately by written notice.

#### **16 ESCALATION AND DISPUTE RESOLUTION**

16.1 If any dispute arises between the parties, the parties shall use their reasonable endeavours to settle such dispute in accordance with the Company complaints procedure which can be found on our [website](#).

16.2 If the parties fail to reach agreement under Clause 16.1 the dispute resolution procedure under this clause 16 shall be deemed exhausted but shall not prevent the Customer or the Company from pursuing alternative action for any breach of this contract.

#### **17 ASSIGNMENT, SUBCONTRACTING AND DELEGATION**

17.1 Connecting Britain may assign the whole or any part of this Contract or any of its rights or obligations under it.

17.2 The Customer may not assign the whole or any part of this Contract or any of its rights or obligations under it except with Connecting Britain Ltd's express prior written consent (such consent not to be unreasonably withheld or delayed).

#### **18 INSURANCE**

18.1 The Customer warrants that it will ensure any Customer Purchased Equipment (to its full replacement value) delivered to it until title has passed to the Customer pursuant to Clause 3.7.

#### **19 SPECIAL CONDITIONS**

19.1 The Customer agrees to the following special conditions:

19.1.1 If Connecting Britain provide that a Service Level Agreement ("SLA") is to be included within the Contract, the Customer accepts that SLA targets are targets only and failure to attain these levels will not be considered a breach of this Contract.

19.1.2 In the event the Customer experiences a fault with any equipment/services or wish to make any amendments to their service, the Customer must raise a ticket by contacting Connecting Britain either by email ([Support@connecting-britain.com](mailto:Support@connecting-britain.com)) or by telephone (0330 320 7971).

19.1.3 Failure to raise a ticket in accordance with Clause 19.1.2 may result in the SLA being delayed.

19.2 All broadband orders are subject to a site survey. In the event that Connecting Britain is unable to offer the Customer broadband services specific to what was ordered, Connecting Britain will provide the Customer with the closest alternative available at the time of ordering.

19.3 If Connecting Britain has agreed to supply the Customer with temporary broadband, no charge will apply for the first 90 days, after which the Customer will be charged for this service in accordance with our standard bundle rates.

19.4 Any guarantee made by Connecting Britain regarding no upfront costs is subject to the Customer having eligibility to the credit necessary to pay for our services as agreed. All finance/lease applications are subject to status. In the event that it subsequently transpires that the Customer is ineligible for finance, unanticipated upfront costs may apply for which the Customer is liable. If the contract taken out with Connecting Britain is cancelled by you, the customer, the remaining contract value will be due from the customer pursuant to Clause 12.6.

19.5 If indemnities are required by a relevant finance provider, failure to provide such indemnities shall constitute a breach of these Conditions by the Customer.

#### **20 NOTICES**

20.1 Any notice to be served on either party by the other under this Contract will be in

writing and delivered by hand or recorded delivery to the addressees set out in the Order Form unless stated otherwise.

20.2 Notices delivered by hand during normal business hours will be served on the day they are delivered. Notices sent by first class post will be deemed served on the second business day after the date they are posted.

#### **21 ENTIRE AGREEMENT**

21.1 This Contract constitutes the entire agreement between the parties and supersedes any previous negotiation, written, oral or electronic communication, arrangement or agreement between them or any other statement or representation made by either of them in relation to the subject-matter of this Contract including any proposal document (except that neither party hereby seeks to exclude liability for fraudulent misrepresentation and except to the extent that either party has any outstanding liability to the other under a previous arrangement or agreement).

21.2 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Connecting Britain which is not set out in this Contract.

21.3 From time to time Connecting Britain may update its Terms and Conditions or Contract without being required to give prior notice to the Customer.

21.3.1 If the Customer, acting reasonably, believes these changes materially affect the commercial viability of the Service(s) then they will give notice of this within 30 days of receiving the notification from Connecting Britain and both parties agree to resolve this dispute in line with clause 16.

21.3.2 If no objection is received then Connecting Britain updates are deemed to have been accepted.

21.3.3 Any other variation of this Contract or the Terms and Conditions must be in writing and signed by or on behalf of each party.

21.4 If any provision of this Contract is held by the parties or by any court or competent authority to be illegal, invalid or unenforceable in whole or in part, that provision will be deemed to be deleted and not to form part of this Contract and the enforceability of the remainder of this Contract will not be affected thereby. If any provision of this Contract is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

21.5 This Contract and any variation to this Contract may be executed in one or more counterparts, which, taken together, will constitute a single Contract. If both parties execute two copies of this Contract, each executed copy will count as an original.

21.6 Certain telecommunication systems and services are subject to regulation by the Office of Communications ("Ofcom"). Ofcom may from time to time change the regulatory framework within which the Services and Charges are provided, and the Customer accepts that Connecting Britain may need to change the Services and Charges to comply with such regulatory framework. The parties accept that such changes shall be deemed to comply with the terms of Clause 21.3.

#### **22 WAIVER AND CUMULATIVE NATURE OF REMEDIES**

22.1 The failure or delay of either party in anyone or more instances to insist on strict performance of one or more of the terms of this Contract or to exercise any right or remedy under this Contract or at law will not be construed as a waiver of that or of any subsequent breach of the same term, any breach of any other term nor of the right to enforce another such right or remedy or the same right or remedy arising on another occasion.

22.2 Unless there is express provision to the contrary in this Contract, no remedy conferred by any term of this Contract is intended to be exclusive of any other remedy available under this Contract or at law. Each remedy is cumulative and is in addition to each other remedy available under this Contract or existing at law (whether in equity, by statute, at common law or otherwise).

#### **23 LAW AND JURISDICTION**

23.1 This Contract and all matters arising from it are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England.

23.2 Connecting Britain may need to change the Services and Charges to comply with such regulatory framework. The parties accept that such changes shall be deemed to comply with the terms of Clause 21.3.

#### **24 PRIVACY**

24.1 We comply with all applicable data protection laws in the UK and our current [Privacy Policy](#). By entering into this Agreement, you confirm that you have read and understood our Privacy Policy and you agree to our using your data as detailed in our Privacy Policy.

#### **25 ACCEPTANCE**

25.1 By signing the order form the Customer indicates that they have read and accepted these terms and conditions.