Master Agreement

Customer Details	
Name:	
Address:	
Postcode:	Company Registration Number:
Contact:	Position:
Telephone:	Email:
Company Trading Name (If different to the above):	

I have read and understand the terms and conditions for **Linc Telecom Ltd**
to provide goods and services as per the terms and conditions of this Master Agreement

SIGNATURE OF CUSTOMER (AUTHORISED SIGNATORY)	For and on behalf of **Linc Telecom Ltd**
Signed:	Signed:
Name:	Name:
Position:	Position:
Date:	Date:

1. Definitions and interpretation

1.1. In this master agreement ("**Master Agreement**"), the following words shall (unless indicated to the contrary) shall have the following meanings:

Applicable Laws: all applicable laws, statutes, regulations, and codes from time to time in force including without limitation any applicable telecoms regulations which govern the provision and use of electronic communications services and networks (including the General Conditions of Entitlement).

Business Day: a day, other than a Saturday, Sunday or public holiday in England or Wales.

Cancellation Fee – a fee as specified in the applicable Special Terms to relevant Equipment and/or Services for the cancellation of any order or termination of a Service before the expiry of a Minimum Period.

Charges – the Equipment Price and/or Service Price payable for the Services and/or Equipment, as set out in an Order Form.

Company – Linc Telecom Limited incorporated and registered in England and Wales with company number 12471277 whose registered office is at 3 Stangate House, Stanwell Road, Penarth, United Kingdom, CF64 2AA.

Company IPR – as defined in clause 10.1.

Customer – the customer who wishes to purchase/hire the Equipment and/or purchase the Services from the Company, as set out above.

Customer Default – as defined in clause 4.4.

Data Protection Legislation - means all laws relating to the privacy and processing of Personal Data which directly apply to a party, including (if and to the extent applicable) (a) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (together, "**UK Data Protection Law**"); and (b) the General Data Protection Regulation ((EU) 2016/679 (**EU GDPR**); and in each case, regulations, codes of conduct or guidance issued by a Supervisory Authority in the relevant jurisdiction relating to the processing of Personal Data and privacy. The following terms have the meaning ascribed to them in the UK Data Protection Law: **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing**.

Effective Date – only if specified, shall be the date stated in a Sale Agreement for specific Services and/or provision of Equipment and shall be the date from which all Minimum Periods under the specific Sales Agreement run from. If not specified, the Effective Date shall be deemed to be the date of execution of the Sale Agreement.

Equipment – any physical devices or equipment including without limitation telephony equipment, mobile telephone or data devices, copiers, closed-circuit television (**CCTV**), printers and other peripherals together with cabling and connections which may be supplied to the Customer by the Company under any Sale Agreement.

Force Majeure Event - as defined in clause 11.1.

General Conditions of Entitlement - Ofcom's general conditions of entitlement as amended from time to time.

Intellectual Property Rights - patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Equipment Price – the total price of the Equipment, as set out in an Order Form.

Minimum Notice – unless stated to the contrary on the Sales Agreement, at least three calendar months, notice to be given in writing and expiring at the end of the then-current Minimum Period or Extended Period.

Minimum Period – unless stated to the contrary in an Order Form, a period of two years (24 months) from the relevant Effective Date.

Order Form - the Company's standard template order form (as updated by the Company from time to time).

Related Third Party Agreement – any agreement with a third party, including without limitation any finance company or mobile telephone or internet service network provider which may be necessary for the purchase or enjoyment of the Equipment and/or Services by the Customer.

Renewal Period – as defined in clause 3.5.

Sale Agreement – as defined in clause 3.2.

Services – means any services including without limitation fixed line, internet or mobile telephony and data services, maintenance and installation which may be supplied to the Customer by the Company under any Sale Agreement.

Services Price – means the total price for any Services, as set out in an Order Form.

Small Business Customer - a Customer identified in an Order Form as not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise) as further particularised in the Applicable Laws.

Special Terms – the Special Terms which may apply depending on the Services and/or Equipment purchased/hired by the Customer and which are set out in Schedules 1 - 7 of this Master Agreement. The applicable Special Terms (if any) will be listed in an Order Form.

Term – means the Minimum Period together with any Renewal Period(s).

TUPE - means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/46*) (as amended).

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Master Agreement.

1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9. A reference to **writing** or **written** includes e-mail but not fax, unless specifically stated to the contrary.

1.10. References to clauses, and schedules are to the clauses, and schedules of this Master Agreement; references to paragraphs and are to paragraphs and of the relevant schedule to this Master Agreement.

2. Commencement and Duration

This Master Agreement shall commence on the date it is signed by both parties and shall continue until terminated in accordance with clause 9.

3. Sales Agreements

3.1. The Customer may procure any of the Services and/or Equipment by agreeing an Order Form with the Company (but the Company shall not be under any obligation to accept an Order Form). To enter into force or be legally binding, the Order Form has to be signed by the parties' authorised representatives.

3.2. When an Order Form is executed by the parties' authorised representatives in accordance with clause 3.1 above, a separate legal contract is formed between the Company and the Customer ("**Sales Agreement**").

3.3. Each Sales Agreement shall be comprised of:

3.3.1. the relevant Order Form;

3.3.2. the relevant Special Terms (as listed in the Order Form); and

3.3.3. the terms and conditions set out in this Master Agreement.

3.4. In the event of any conflict between the provisions of any of the documents referred to in clause 3.3, then the terms in the Order Form shall take priority over the terms in the Special Terms and the Master Agreement and the terms in the Special Terms shall take precedence of the terms in the Master Agreement.

3.5. In relation to each Sales Agreement, unless otherwise terminated in accordance with the terms set out clause 9 of this Master Agreement or the terms set out in the relevant Sales Agreement and subject to clause 3.6 below:

3.5.1. the Services will start on the relevant Effective Date for the Minimum Period; and

3.5.2. following the Minimum Period, the Sales Agreement shall be automatically renewed for successive periods of 12 months (each a "**Renewal Period**").

3.6. If the Customer is a Small Business Customer, then the Sales Agreement shall not automatically renew without the Customer's prior written consent.

3.7. The terms and conditions set out in this Master Agreement and each Sales Agreement apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. Customer Obligations

4.1. The Customer shall:

4.1.1. ensure that the terms of the Order Form are complete and accurate;

4.1.2. co-operate with the Company in all matters relating to the provision of the Services and/or Equipment;

4.1.3. provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, IT infrastructure and systems, network, data and other facilities as reasonably required by the Company to provide the Services and/or Equipment;

4.1.4. provide to the Company in a timely manner all documents, information, items and materials the Company reasonably requires in order to supply the Services and/or Equipment, and the Customer shall ensure that such information is complete and accurate. The Customer further agrees that the Company may use information provided by the Customer for credit clarification and debt collection purposes and that the Company may disclose such information to third parties acting on our behalf for such purposes;

4.1.5. prepare the Customer's premises for the supply of the Services and installation of the Equipment in accordance with the Company's instructions or good industry practice;

4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or Equipment, before the relevant Sale Agreement Start Date;

4.1.7. comply with all Applicable Laws, including health and safety laws;

4.1.8. ensure that its IT infrastructure and systems and any of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used and conforms to any applicable standards and requirements (including under any Applicable Laws);

4.1.9. not sell or resell the Services, Equipment or any part of them to a third party without the Company's prior written approval; and

4.1.10. not use any of the Services and/or Equipment in any way that may, in the Company's reasonable opinion, damage the Company's reputation or the reputation of any of its licensors and/or third party providers.

4.2. The Customer is responsible for backing up any data, including contacts and telephone numbers which the Customer may save to any memory in the Equipment and the Company shall not be liable to the Customer for any loss of such data in any circumstances.

4.3. The Customer must ensure that from the relevant Effective Date, it is not under contract with any existing supplier of services similar to the Services being provided under the Sales Agreement. Unless otherwise set out in a Sales Agreement, the Customer is responsible for all costs, charges and penalties that may arise as a result of or in connection with the termination of the Customer's existing contract (including without limitation any early termination payments or charges owed to the previous supplier).

4.4. If the Company's performance of any of its obligations under a Sales Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

4.4.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

4.4.2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations under the Sales Agreement; and

4.4.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

5. Company Obligations

5.1. The Company shall:

5.1.1. use reasonable endeavours to provide (or procure the provision of) the Services and/or Equipment, as set out in the Sales Agreement;

5.1.2. use reasonable endeavors to provide (or procure the provision of) the Services:

5.1.2.1. with reasonable care and skill;

5.1.2.2. in accordance with any agreed service levels;

5.1.2.3. materially in compliance with any service description;

5.1.2.4. by personnel who are appropriately qualified and skilled in the area into which they are employed;

5.1.3. comply with Applicable Laws to the extent these are applicable to the provision of the Services and/or the Equipment; and

5.1.4. where the Company attends the Customer's premises, the Company will:

5.1.4.1. comply with reasonable security requirements notified to the Company in advance; and

5.1.4.2. use reasonable endeavours to attend a Customer's site at the times so agreed.

5.1.5. keep complete and accurate records of call and billing data so as to ensure accurate billing.

5.2. The Company reserves the right to amend the Services if necessary to comply with any Applicable Laws or regulatory requirement.

6. Payment of Charges

6.1. In consideration of the provision of Services and/or Equipment pursuant to a Sales Agreement, the Customer shall pay the relevant Charges as set out in the relevant Order Form which forms part of the Sales Agreement.

6.2. Where the Charges are calculated on a fixed price basis, the amount of those Charges shall be set out in the relevant Sales Agreement.

6.3. The Company may at its discretion offer the Customer a "hardware fund" or credit in respect of Equipment and/or Services to be supplied by the Company, [strictly on the basis that the Customer enters into the relevant Sales Agreement for the supply of the Equipment and/or Services for at least the Minimum Term].

6.4. Unless otherwise specified in the relevant Sales Agreement, all Charges shall be invoiced in advance by the Company on a monthly basis and the Company shall send invoices by email to the Customer. The Company shall only send hard copy invoices by post if requested by the Customer. The Company reserves the right to levy an administration fee of £5.00 per invoice for preparation and sending of hard copy invoices.

6.5. All Charges shall be payable by Customer by way direct debit unless so otherwise agreed by the Company and set out in a Sales Agreement.

6.6. The Company will normally take payment of the Charges 14 days after the date of invoice and it is the Customer's responsibility to ensure there are sufficient funds in the relevant bank account to cover the direct debit payment to be taken. The Company may levy an administration fee of £30 for any direct debit request returned as unpaid.

6.7. All Charges:

6.7.1. must be paid by the Customer without any set-off, counterclaim, withholding (other than any deduction or withholding of tax as required by law); and

6.7.2. are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

6.8. If the Company agrees to accept cheque or bank transfer payment initiated by the Customer for the Charges, it reserves the right to charge an administration fee of £10 per invoice to process such payments.

6.9. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under a Sales Agreement on the due date:

6.9.1. the Company reserves the right to charge interest at the rate of statutory interest (in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, calculated daily and compounded monthly on any unpaid Charges, from the date payment is due until payment is received, both before and after any judgment); and

6.9.2. the Company may suspend part or all of the Services until payment has been made in full (as further detailed in clause 9.2 below).

6.10. In respect of each Sales Agreement, the Company may increase the Charges:

6.10.1. on an annual basis with effect from each anniversary of the relevant Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, [plus 3.9%] and the first such increase shall take effect on the first anniversary of the relevant Effective Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. If the Retail Price Index is negative, the increase in Charges shall be [3.9%]; and

6.10.2. at any time, to take account of any increase in costs of any third party service provider applicable to the Services which the Company shall be entitled to pass on to the Customer.

7. General Limitation of the Company's liability

7.1. Reference to liability in this clause 7 include every kind of liability arising under or in connection with this Master Agreement and each Sales Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2. All warranties conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between the Company and the Customer.

7.3. Nothing in the contract between the Company and the Customer excludes or limits the liability of the Company for:

7.3.1. death or personal injury caused by the Company's negligence;

7.3.2. or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

7.3.3. for fraud or fraudulent misrepresentation.

7.4. Subject to Condition 7.3 above, the Company's total liability to the Customer:

7.4.1. in relation to each Service provided under a Sales Agreement, shall not exceed the total amount as set out in the relevant Special Terms of the Services which gives rise to the claim; and

7.4.2. for all other loss or damage arising in connection with this Master Agreement and which does not fall within clause 7.4.1, shall not exceed £5,000.

7.5. The Company shall not be liable to the Customer for any:

7.5.1. loss of profits;

7.5.2. loss of sales, business or contracts;

7.5.3. loss of or damage to goodwill;

7.5.4. loss of anticipated savings;

7.5.5. loss of use or corruption of software, data or information; and

7.5.6. indirect or consequential losses.

7.6. The Customer agrees that the exclusions and limitations of liability set out in this clause 7 are reasonable and reflect the fair assumption of risk by the Company in supplying the Equipment and/or Services to the Customer for the prices so specified.

8. Information

8.1. The Company will at its sole discretion collect data and prepare reports about your use of the Services. The Company may utilise the information about the Customer's use of the Services for marketing purposes. The Company will not disclose this information to any other person except as required by law. The Customer may request that the Company does not use information concerning the Customer's use of the Services for marketing purposes.

8.2. The Company may monitor and record calls made or received by it relating to customer services and for marketing purposes. The Company shall do this for training purposes and to improve the quality and accuracy of its customer services and may reproduce and use such recordings in dealing with any complaint or dispute.

9. Suspension and Termination

9.1. The Company may at any time by written notice (in addition to any other rights) terminate this Master Agreement or any Sales Agreement in respect of all or any the Equipment and/or Services or suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if:

9.1.1. the Customer fails to comply with its obligations under this Master Agreement or the relevant Sales Agreement;

9.1.2. where the Customer enters into a Relevant Third Party Agreement pursuant to a Sales Agreement, the Customer fails to comply with its obligations under such agreement;

9.1.3. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Master Agreement or a Sales Agreement (as applicable) is in jeopardy;

9.1.4. [there is a change of control of the Customer.] ; or

9.1.5. if any Related Third Party Agreement either between (i) the Company and a third party and/or (ii) the Customer and a third party, in each case, relating to the provision of the Services provided under the relevant Sales Agreement, expires or is terminated (for whatever reason).

9.2. Subject to clause 9.3, the Customer may terminate a Sales Agreement (either in whole or in part), if the Company:

9.2.1. introduces revised terms and conditions (in accordance with clause 14 of this Master Agreement) and these terms and conditions are materially prejudicial to the Customer in which event the terms set out in Sales Agreement will continue to apply during the notice period; and/or

9.2.2. increases the prices and/or tariffs set out in the Charges and that increase is to the material disadvantage of the Customer (for the avoidance of doubt an increase in prices and/or tariffs of 10% or less in any 12 month period shall not constitute a material disadvantage of the Customer).

9.3. The right to terminate a Sales Agreement in clause 9.2 above shall not apply:

9.3.1. unless the Customer provides written notice to the Company within 30 days of receiving notice of the proposed variation;

9.3.2. where the increases in prices or tariffs or the variation of the terms of the Sales Agreement arises as a consequence of a change in prices, tariffs, terms or otherwise made by a third party supplier or a regulatory body; and

9.3.3. where the variation to the terms and conditions arises as a consequence of the Company needing to comply with any Applicable Laws or regulatory requirement.

9.4. If the Company suspends any Services under a Sales Agreement:

9.4.1. the Company shall not provide the relevant Services again until it is reasonably satisfied the circumstances leading to suspension have been rectified;

9.4.2. normal Charges will continue to be charged during any period of suspension; and

9.4.3. the Company reserves the right to charge a reasonable reconnection or recommencement fee.

9.5. Without prejudice to any other rights and remedies available to it, a party may terminate:

9.5.1. this Master Agreement upon giving the other party at least [3] months' written notice; and/or

9.5.2. a Sales Agreement upon giving the other party the Minimum Notice, such notice to expire at the end of the then-current Minimum Period or Extended Period.

9.6. Any early termination of a Sales Agreement by the Customer may be subject to a Cancellation Fee as set out in the relevant Special Terms. The Customer agrees and acknowledges that such Cancellation Fee is calculated as a genuine estimate of the Company's expected losses which may be caused by early termination and is not a penalty.

10. Obligations on termination and survival

10.1. On termination of this Master Agreement or Sales Agreement for any reason:

10.1.1. the Customer shall cease using the Services and all licences granted under the relevant Sales Agreement shall immediately terminate;

10.1.2. the Company shall cease providing the Services;

10.1.3. the Customer shall return all Equipment to the Company (unless this has been purchased by the Customer and the Company has received payment in full). If the Customer fails to do so, the Customer shall (at the Company's option) immediately deliver up the Equipment to the Company in good working order or pay the Company the outstanding balance in respect of the Equipment; and

10.1.4. the Customer shall immediately pay the relevant Cancellation Fee (if any) and all of the Company's outstanding unpaid invoices and interest and, in respect of the Services and Equipment supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and

10.1.5. [in respect of any Sales Agreement where the Company has granted the Customer a "hardware fund" or credit, such facility shall end and the Customer shall immediately pay to the Company the value of any "hardware fund" or credit].

10.2. The termination of this Master Agreement or any Sales Agreement shall not affect:

10.2.1. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Master Agreement or any Sales Agreement (as applicable) which existed at or before the date of termination; or

10.2.2. the coming into force or the continuance in force of any provision in this Master Agreement or any Sales Agreement (as applicable) which is expressly or by implication intended to come into or continue in force on or after such termination.

10.3. The termination of an individual Sales Agreement will not operate to terminate any other Sales Agreement or this Master Agreement. Where a Sales Agreement is terminated, the provisions set out in clause 10.1 shall only apply to the Sales Agreement being terminated and shall not apply to the Master Agreement or any other Sales Agreement.

10.4. On termination of this Master Agreement for any reason, all Sales Agreement shall automatically terminate.

11. Intellectual Property

11.1. The Customer acknowledges and agrees that the Company and its licensors own all Intellectual Property Rights in or arising out of or in connection with the Services (including any Equipment but excluding any Intellectual Property Rights in any materials provided by the Customer) ("**Company IPR**").

11.2. The Company grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term of the relevant Sales Agreement to use the Company IPR for the sole purpose of receiving and using the Services for its own internal business purposes.

11.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.2 without the Company's prior written consent.

11.4. The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the Term of the relevant Sales Agreement for the purpose of providing the Services to the Customer.

12. Force Majeure

12.1. The Company shall not be liable to the Customer if it is unable to perform its obligations under a Sales Agreement because of something beyond the Company's reasonable control including, but not limited to, lightning, flood or exceptionally severe weather conditions, line failure, fire or explosion, civil disorder, epidemic or pandemic, war or military operations, national or local emergency, anything done by government or other competent authority (including British Telecommunications plc or any other infrastructure or network provider) or their contractors or industrial disputes of any kind (including those involving our employees) or non-performance by suppliers or subcontractors ("**Force Majeure Event**").

12.2. On the occurrence of a Force Majeure Event, the Company shall use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, however time for performance of such obligations shall be extended accordingly.

13. Assignment and subcontracting

13.1. The Company reserves the right to assign this Master Agreement and/or any Sales Agreement and to sub-contract all or any of its obligations under this Master Agreement and/or any Sales Agreement at any time.

13.2. This Master Agreement and each Sales Agreement is personal to the Customer who may not without the Company's prior written consent, assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Master Agreement or a Sales Agreement.

14. Third party rights

No person other than the Company its assignees and the Customer shall acquire any enforceable rights under or in connection with this Master Agreement or any Sales Agreement.

15. Variation

The Company reserves the right to vary the terms of this Master Agreement or any Sale Agreement at any time upon thirty days prior written notice, subject to the Customers right of termination in the circumstances referred to in clause.

16. Notices

16.1. Any demand or notice given under this Master Agreement or any Sales Agreement shall be in writing and may be served:

16.1.1. personally; or

16.1.2. by registered or recorded delivery "signed for" mail.

16.2. Each party's address for the service of notice shall its registered office address (if a company) or its principle place of business (in any other case), or such other address as it specifies by notice to the others.

16.3. A notice shall be deemed to have been served:

16.3.1. if it was served in person, at the time of service; and

16.3.2. if it was served by post, on the second Business Day after it was posted.

16.4. The Company does not accept service of notices by fax or email.

16.5. In the case of any dispute as to service of a demand or notice, the burden of proof shall lie with the giver of the notice and may be satisfied only by:

16.5.1. in the case of personal service, a receipt signed by any employee of the recipient; and

16.5.2. in the case of post by the production of a receipt and proof of posting for postage using a service where the recipient must sign to accept delivery.

17. Confidentiality

17.1. The Customer will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Master Agreement or a Sales Agreement and will not without the written consent of the Company:

17.1.1. disclose that information to any person (other than on a need to know basis to employees, contractors and supplier and advisors who are subject to obligations of confidentiality); or

17.1.2. use it for any other purpose other than to exercise its rights and perform its obligations under or in connection with this Master Agreement or Sales Agreement (as applicable).

17.2. This clause will not apply to:

17.2.1. any information, which has been, published other than through a breach of this Agreement;

17.2.2. information lawfully in the possession of the Customer before the disclosure under this Agreement took place;

17.2.3. information obtained from a third party who is free to disclose it; and

17.2.4. information, which the Customer a party is, requested to disclose and, if it did not, would be required by law to do so.

17.3. This clause will remain in effect for 2 years after the termination or expiry of (i) the relevant Sale Agreement or (ii) this Master Agreement, whichever terminates or expires latest.

18. Data Protection

18.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

18.2. Unless otherwise set out in an Order Form, the parties acknowledge that in respect of each Sales Agreement and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor. Details of the processing are set out below:

18.2.1. **Scope, nature and purpose of processing**:

18.2.2. **Duration of the processing**:

18.2.3. **Types of personal data**:

18.2.4. **Categories of data subjects**.

18.3. Without prejudice to the generality of clause 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Customer for the duration and purposes of the relevant Sales Agreement.

18.4. Without prejudice to the generality of clause 18.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the relevant Sales Agreement:

18.4.1. process that Personal Data only on the documented written instructions of the Customer which are set out in clause 18.2 above, unless the Company is required by Applicable Laws to otherwise process that Personal Data. Where the Company is relying on Applicable Laws as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless the Applicable Laws prohibits the Company from so notifying the Customer;

18.4.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

18.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

18.4.4. not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

18.4.4.1. the Customer or the Company has provided appropriate safeguards in relation to the transfer;

18.4.4.2. the data subject has enforceable rights and effective legal remedies; and

18.4.4.3. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

18.4.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.4.6. notify the Customer without undue delay on becoming aware of a Personal Data Breach;

18.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Sales Agreement unless required by Applicable Laws to store the Personal Data; and

18.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

18.5. The Customer consents to the Company appointing third-party processors of Personal Data under the relevant Sales Agreement. Where the Company appoints a third-party processor, it shall ensure that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 18.

19. TUPE

19.1. On the relevant Effective Date, the Customer agrees and acknowledges that, if there is any relevant transfer of employees to the Company under TUPE or such other similar legislation or if any person claims that there is such a transfer, the Company will not be required to take on such employees and shall be entitled to terminate any contract with the relevant employees.

19.2. The Customer will indemnify the Company in full for and against all claims, costs, expenses, or liabilities whatsoever and however arising incurred or suffered by the Company including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

19.2.1. the termination by the Company of the employment of any employees whose contracts of employment transfer (or are claimed to transfer) to the Company; and

19.2.2. anything done or omitted to be done in respect of any of the employees whose contracts of employment transfer (or are claimed to transfer) to the Company which is deemed to have been done by the Company by virtue of any employment regulations.

20. No Partnership or Agency

20.1. Nothing in this Master Agreement or any Sales Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Entire Agreement

21.1. This Master Agreement and each Sales Agreement constitutes the entire understanding between the parties with respect to the supply of any Equipment and/or Services under it and supersedes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Master Agreement or a Sales Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Master Agreement or any Sales Agreement.

22. Severance

If any provision of this Master Agreement or Sales Agreement (as applicable) is found by any court tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid void voidable unenforceable or unreasonable it shall to the extent of such illegality invalidity voidness unenforceability or unreasonableness be deemed severable and the remaining provisions of the Master Agreement or Sales Agreement (as applicable) and the remainder of such provision shall continue in full force and effect.

23. Waiver

23.1. A waiver of any right or remedy under this Master Agreement, Sales Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

23.2. A failure or delay by a party to exercise any right or remedy provided under this Master Agreement, Sales Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Master Agreement, Sales Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. Rights and Remedies

Each right or remedy available to the Company under this Master Agreement and each Sales Agreement are in additional to, and not exclusive of, any rights or remedies provided by law.

25. Law and jurisdiction

25.1. This Master Agreement and each Sales Agreement (and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with this Master Agreement or Sales Agreement or its subject matter or formation) shall be governed by English and Welsh law.

25.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Master Agreement or its subject matter or formation and each Sales Agreement or its subject matter or formation.

Schedule 1

Special Terms – Equipment supply

These Special Terms shall apply in respect of any Equipment which the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Cancellation Fee – where the Equipment has been installed, the cancellation fee is the full value of the Equipment Price. Where the Equipment has not been installed, and the Company is unable to reasonably return it to the manufacturer or supplier, the cancellation fee shall be the cost price of the Equipment plus 20% and where the Company is able to return the Equipment, the cancellation fee shall be any costs or charges incurred by the company in the return plus 20% of the cost price of the Equipment.

Credit Agreement – a Related Third Party Agreement with a Finance Company pursuant to which the Customer is able to purchase, lease or rent the Equipment

Finance Company - any third party providing credit or finance in connection with the purchase, lease or rental of the Equipment or any part of it.

Warranty Period – 12 months from the Effective Date.

2. Order Process

2.1. The Customer may (at its discretion) apply for credit from a Finance Company in connection with the purchase, lease or rental of the Equipment. For the avoidance of doubt, the Customer's obligations under this Sales Agreement are not conditional in any way on the completion of any Credit Agreement.

2.2. The Customer's payment obligations for the Equipment are only extinguished when the Company receives payment in full for the Equipment from the relevant Finance Company.

2.3. If the Customer is required to enter into a Credit Agreement to purchase, lease or rent the Equipment, the Customer will not delay in taking all steps necessary of it to conclude a binding Credit Agreement and for payment to the Company to be promptly processed. Unless otherwise agreed by the Company, the Company shall not deliver the Equipment to the Customer until it has received payment in full from the relevant Finance Company.

2.4. If the Customer is unable to obtain credit for the Equipment or any part of it, the Customer must upon the Company's request, immediately pay that part of the Equipment Price which is subject to the shortfall. [The Company may at its sole discretion cancel this Sales Agreement at the Customer's request in the event that Credit cannot be obtained. Such cancellation may be subject to a Cancellation Fee].

2.5. Where the Customer enters into a Credit Agreement, the Customer shall at all times, comply with the terms of the Credit Agreement and shall indemnify the Company in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees) in relation to any claim from a Finance Company against the Company arising out of or in connection with any breach by the Customer of the Credit Agreement.

2.6. For the avoidance of doubt in the event of inconsistency between the terms set out in the Sale Agreement and the terms and conditions of any Credit Agreement the terms in the Sale Agreement shall prevail.

2.7. [For orders which are not subject to a Credit Agreement, a non-refundable deposit of 50% of the Equipment Price and estimated Services Price (if any) is to be paid as a condition to the Company accepting the Customer's order and the Company shall not progress the Customer's order until this is received in cleared funds. Payment of the full balance of the Equipment Price is due on the date of delivery of the Equipment and the balance of the Services Price upon to the completion of any installation works. For complex installations (as determined solely by the Company), the Company may at its discretion require interim payments of the Services Price.

2.8. If payment is not made as due either by the Customer or the Finance Company (as applicable), the Company reserves the right to delay delivery and installation until payment has been made].

3. Linc Rental

3.1. The Company may at its discretion offer to rent Equipment to the Customer under "Linc Rental". This shall usually be applied only to used and refurbished Equipment which unless expressly stated in the Company's offer is not supplied subject to any Warranty as to its condition.

3.2. An offer of Linc Rental may be conditional upon the Customer also taking maintenance Services in respect of the Equipment.

3.3. During such rental period, the Customer shall:

3.3.1. maintain the Equipment in satisfactory condition and insured against all risks for its full price from the date of delivery or deemed delivery;

3.3.2. make no alterations, modifications or additions to the Equipment without the Company's prior written consent;

3.3.3. keep the Equipment at all times at the Customer's site and shall not move or attempt to move any part of the Equipment to any other location without the Company's prior written consent;

3.3.4. not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

3.3.5. not use the Equipment for any unlawful purpose;

3.3.6. ensure that at all times the Equipment remains identifiable as being the Company's property and if applicable, not remove, deface, or obscure any identifying mark on or relating to the Equipment**;**

3.3.7. deliver up the Equipment at the end of the rental period at such address as the Company requires, or if necessary allow the Company or its representatives access to the Customer's site or any premises where the Equipment is located for the purpose of removing the Equipment.

3.4. The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors and should the Equipment be lost or damaged, the Customer shall be responsible for their replacement or repair. Further, during any time in which the Equipment is unavailable due to their loss or damage, the Customer shall be liable to continue to make payments due under the relevant Sale Agreement.

4. Delivery

4.1. Delivery shall be effected when the Equipment is received at the Customer's premises or such location directed by the Customer, irrespective of whether the Equipment is signed for or not. Any dates for delivery provided by the Company are estimates only and not a contractual obligation of the Company.

4.2. If the Customer fails to accept delivery of the Equipment within [three] Business Days of the Company notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Sales Agreement in respect of the Equipment:

4.2.1. delivery of the Equipment shall be deemed to have been completed at 9.00 am on the [third] Business Day following the day on which the Company notified the Customer that the Equipment was ready; and

4.2.2. the Company shall store the Equipment until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.3. The Company may deliver the Equipment by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Installation

5.1. Where applicable, the Company will require access to the Customer's site to complete supply and/or installation of the Equipment. The Customer will allow the Company access to its premises at all reasonable times upon request for such purposes. Any dates the Company gives the Customer for delivery and installation of the Equipment are estimates only.

The Company is not liable for any inconvenience or loss the Customer may suffer as a result of failure to deliver and install the Equipment on any estimated delivery date.

5.2. The Company reserves the right to charge a reasonable fee for any installation date that are cancelled by the Customer once a date has been agreed or where access to the Customer's site or installation point is not possible on attending.

5.3. Whilst undertaking the installation works it is possible that unforeseen complications or problems could arise which could not reasonably have been identified during the course of any survey or estimate carried out by the Company. In such case, the Company shall inform the Customer as soon as practicable and this may mean that the installation works can only be completed at an additional cost, or, may not be able to be completed at all.

5.4. Should the circumstances envisaged in clause 5.3 arise the Company will provide a quotation for any additional installation works. The Company reserves the right not to complete the installation works until the Customer agrees to pay for such additional installation works.

5.5. The Company will take reasonable steps to make good any damage caused by it during the course of installing the Equipment.

5.6. The Customer is responsible removing or protecting any delicate, fragile, valuable or sensitive items at its premises to allow installation to take place. If any such items cannot be moved, the Customer must inform the Company.

5.7. The Company is only liable for damage to Customer's property and the reasonable costs of repair or replacement (less wear and tear) of the item if the Company is negligent. The Company will not be liable for damage as a result of moving equipment under the Customer's instructions, against advice and where moving the equipment in such a manner is likely to cause damage.

6. Retention of Title and Risk

6.1. Where the Customer:

6.1.1. enters into a Credit Agreement for the purposes of purchasing the Equipment, title to the Equipment will pass to the Finance Company on receipt of the Equipment Price in full, in cleared funds together with any other charges the Customer is required to pay (including but not limited to, any Service Price). The Equipment will only revert to the Customer in accordance with the terms of the Credit Agreement;

6.1.2. is purchasing the Equipment without the Customer entering into a Credit Agreement, ownership of the Equipment will not pass to the Customer until the Company has received the Equipment Price in full, in cleared funds together with any other charges the Customer is required to pay (including but not limited to, any Service Price); and

6.1.3. is leasing/renting the Equipment from the Company, the Equipment shall at all times remain the property of the Company.

6.2. Until ownership of the Equipment passes to the Customer or the Finance Company (as applicable), the Customer use the Equipment in accordance with requirements set out in clause 3.3 above.

7. Warranty

7.1. Subject to the provisions of clause 7.2, the Company warrants that at the date of installation and throughout the Warranty Period the Equipment is and will remain in good working order and fit for the purpose for which it is required and all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Equipment, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

7.2. The warranty in clause 7.1 shall not extend to:

7.2.1. Linc Rental Equipment (unless specifically offered in writing);

7.2.2. any modifications or additions to the Equipment;

7.2.3. peripheral items and consumables parts;

7.2.4. defects resulting (in the Company's reasonable opinion), from misuse or neglect of or accident to the Equipment or failure to follow instructions or advice of the Company or any Equipment manufacturer;

7.2.5. the Equipment being subjected to abnormal physical or electrical stress, including power surges and strike by lighting;

7.2.6. the Equipment being damaged due to accident, neglect, misuse by any person, acts of god, failure or fluctuation of electrical power, floods (including those caused by failure of the building water supply or plumbing infrastructure) or causes other than ordinary use;

7.2.7. any failure or defective working of the Equipment due to any fault, failure or change in the electrical supply and or network service and connections and/or host PABX systems;

7.2.8. the Equipment differs from their description as a result of changes made to ensure they comply with Applicable Laws or regulatory requirements; and

7.2.9. the Customer makes any further use of such Equipment after giving notice of rejection to the Company in writing in accordance with clause 7.3.

7.3. Subject to clause 7.2 and clause 7.4, if the Equipment is not materially in accordance with the warranty provided in clause 7.1, and the Company has had a reasonable opportunity to examine the Equipment (which may require the Customer to return the Equipment to the Supplier at the Customer's cost), the Company shall make this good at its sole discretion by either replacing the defective Equipment or refund the price of the defective Equipment. This will be the Customer's sole and exclusive remedy in respect of Equipment provided that does not comply with the warranty provided in clause 7.1).

7.4. Where any Equipment has been provided by a third party and does not conform with the warranty provided in clause 7.1, the Company's only responsibility in relation to the same will be to liaise with the third party to facility such remedy for the Customer (which will be the Customer's sole and exclusive remedy in respect of this Equipment not complying with the warranty above).

8. Liability

For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of this Sale Agreement shall be limited to a sum equal to the aggregate Equipment Price and Services Price payable under this Sale Agreement.

9. Term and Termination

9.1. Where:

9.1.1. the Sales Agreement is for the purchase of Equipment, the Minimum Period shall be from the Effective Date until the later of (i) the last day of the Warranty provided in respect of the Equipment (if any) and (ii) the date the Company receives payment in full for the Equipment; and

9.1.2. the Sales Agreement is for the lease or rental of Linc Rental Equipment, the 'Minimum Period' shall be 2 years from the Effective Date and each 'Extended Period' shall be 3 months.

9.2. [Termination placeholder].

9.3. Where:

9.3.1. This Sales Agreement covers Linc Rental Equipment, and this Sales Agreement is terminated (for whatever reason) prior to the end of the Minimum Period, the Customer shall immediately pay to the Company a Cancellation Fee, which for the purposes of this clause shall be calculated as the remaining payments due to the end of the Term.

Schedule 2

Special Terms - Telephony Services

These Special Terms shall apply to any Telephony Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Call Charges - means Charges payable by the Customer for the calls made (and as the case may be, received) by the Customer in using the Telephony Services, as set out in the Order Form.
Call Level - means the sum agreed with the Company that the Customer will spend on Call Charges during each month.
Charges – the Line Rental charges and/or the Call Charges (as applicable), as set out in an Order Form.
Customer Equipment - means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment.
Internet Telephony Technologies – means without limitation, broadband voice over internet protocol, session initiated protocol trunking, and "cloud" hosted telephony together with other internet carriage medium telephony technologies which the Company may utilise and offer from time to time.
Line(s) - means a connection to the PSTN (the public switched telephone network).
SoooLine Rental – the Charges payable for access to and use of the Line(s).
Telephony Services - means the sending and receiving of telephony communication, which may be silent, spoken or visual on the Line(s) or by way of Internet Telephony Technologies.

2. Services

2.1.The Customer acknowledges that it is technically impracticable to provide an absolutely fault free Telephony Service and the Company is reliant upon third party telecommunication infrastructure providers over whom it has no control provide the Telephony Services.
2.2.The Customer shall:
2.2.1 not use the Telephony Services to make any nuisance calls;
2.2.2 not use the Telephony Services for any purpose which in improper and unlawful or offensive or in a manner which constitutes a violation or infringement of any act or regulation;
2.2.3 not send or receive upload download use or re-use materials which are offensive, indecent defamatory obscene, menacing or in breach of any law, regulation or code of practice;
2.2.4 not allow any unauthorised use of the Telephony Services and the Customer shall take reasonable security measures to prevent such use;
[2.2.5 not misuse the Telephony Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network; and
2.2.6 not download, send or upload content of an excessive size, quantity or frequency in the Customer's use of the Telephony Services].
2.3.The provision by the Company of a telecommunications system (either in whole or part) is not a part of this Sale Agreement.
2.4.The Telephony Services shall be provided using the reasonable skill and care of a competent telecommunications service provider.
2.5 Any Equipment supplied by the Company in connection with the Telephony Services shall be subject to the terms and conditions set out in *Schedule 1: Special Terms - Equipment Supply*.

3. Special Terms relating to Internet Telephony Technologies

3.1.The Customer acknowledges that when using Internet Telephony Technologies the performance of the Telephony Service is subject to performance of the broadband internet connection at the Customer's premises and the Customer further acknowledges the risk that failure in the Customer's internet service may also cause a failure or decrease in performance of the Telephony Services. The Customer agrees that the Company is not liable for any loss or damage caused by such the failure or decrease of performance.

3.2.The Customer's Local Area Network (LAN) infrastructure must have sufficient capacity to support Internet Telephony Technologies and the Company recommends that voice and data traffic should be separated within the LAN environment. The Customer agrees that the Company is not liable for any failure or decrease in performance caused by Customer LAN deficiencies.

3.3.The Customer must only use telephone numbers which have been allocated to it. The Company will endeavour to ensure that the Customer is use the same telephone number after a change to Internet Telephony Technologies but cannot guarantee this. If the Customer wishes the Service to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at https://niccstandards.org.uk/wp-content/uploads/2023/08/ND1016-V5.1.1.pdf (as may be updated from time to time), the Customer must contact the Company and before such Telephony Service shall be made available, the Customer shall sign a declaration to be provided by the Company relating to its use of the Telephony Service.

3.4.The Telephony Services support 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of Customer connectivity to the internet for whatever reason. In such circumstances the Customer should use their PSTN line or mobile phone to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

4. Customer Equipment

4.1.Unless the Company otherwise agrees in writing, the Customer may only connect telephones extension wires and sockets or other equipment to the Company's network using the main telephone socket. The Company reserves the right to withdraw its agreement to this, upon giving reasonable notice.

4.2.Any equipment used with the Company's network must meet the Company's standards. If Customer Equipment does not meet those standards, the Customer must immediately disconnect it or allow the Company to do so at the Customer's expense.

4.3.The Company may charge to test Customer Equipment at the rates set out in the Company's price list.

4.4.Under this Sale Agreement for the provision of Telephony Services, the Company is not in any way responsible for the security of any telephony or data transmission hardware, whether supplied by the Company or any other person, including without limitation if a system is "hacked" or if unauthorised or fraudulent call or other charges are incurred whether through an internal or external cause. The Customer is responsible for all call, data and other charges incurred on its system whether due to fraud, abuse, or misuse of its system and the Telephony Services, whether known or unknown. The Customer is responsible for the security of your telephony and data transmission system and should take appropriate steps to protect it.

5. Phone Number

5.1 The Customer acknowledges and agrees that any telephone numbers are allocated on the basis of a licence and the Customer has no right to sell or agree to transfer the phone number(s) provided to it for use with the Telephony Services (except where the Customer has the right to port that telephone number).

5.2 The Customer acknowledges and agrees that any telephone numbers allocated to it may be withdrawn by OFCOM at any time and accordingly the Company does not warrant or represent that such telephone numbers can be provided to the Customer.

[5.3 By agreeing to any order for Telephony Services, the Customer warrants that the Customer and any end-user of the Telephony Services do not appear on any of the lists that may at any time be compiled and published by OFCOM of companies and/or individuals that have caused serious or repeated harm to consumers, or any lists confirming that the Customer or any end-user is under assessment by OFCOM (the "**Consumer Protection Lists**"). The Customer agrees to notify the Company immediately if the Customer or an end-user individual appears on any Consumer Protection Lists and the Customer understands and accepts that where the Customer or an end-user individual does appear on any Consumer Protection Lists, the Company reserve the right to withdraw any allocated telephone numbers to the Customer and/or an end-user individual, and in the Company's sole discretion, terminate the Sales Agreement, or any part of it (including just the Telephony Services, or particular Telephony Services). The Customer agrees to indemnify the Company and hold the Company harmless against any losses or liabilities that the Company incurs where the Customer is in breach of this clause 5.3].

6. The Phone Book and Directory Enquiries

6.1.The Company will submit the Customer's name, address and the phone number for inclusion in the directory enquiries unless the Customer requests otherwise.

6.2.Any special or enhanced entries in the directory enquiries may incur an extra charge [and require the Customer to enter into a separate agreement for that entry].

7. Faults

7.1.The Company is not a telecoms infrastructure provider and cannot guarantee and gives no warranty that the Telephony Services will never be faulty.

7.2.The Company reserves the right to charge for location and/or repair work undertaken on false fault reports or faults caused by the Customer.

7.3.The Company reserves the right in its absolution discretion to:

7.3.1.change the code or phone number or the technical specification of the Telephony Services for operational reasons;

7.3.2.interrupt the Telephony Services for operational maintenance or upgrading reasons or emergency;

7.3.3.give the Customer instructions considered necessary for health and safety and for the quality of the Telephony Services to the Customer or to others.

7.4.Under this Sale Agreement for the supply of Telephony Services, the Company is under no obligation to maintain or repair the Customer's telecommunications system. This shall be the subject, when applicable, of a separate agreement with the Company.

7.5.If the Company carries out any repair or maintenance work on the Customer's telecommunications system which is not covered by any maintenance agreement, the Customer must pay for this at the Company's prevailing rates [as set out in the Order Form].

8. Payment of Charges

8.1.In consideration for the provision of the Telephone Services, the Customer shall pay the Charges.

8.2 If the Company provides the Customer with any temporary Telephony Services, the Company reserves the right to require payment in advance for any temporary Telephony Services for the whole of the period for such Telephony Services.

8.3.Subject to clause 8.4 below, the Company shall invoice the Customer and the Customer shall pay:

8.3.1 the Line Rental payment monthly in advance; and

8.3.2 the Call Charges monthly in arrears, based on the number of calls made and/or received by the Customer in the preceding month.

8.4.The Company may ask for a deposit as security or set a Call Level. Provision of further Telephony Services may be conditional upon payment of such deposit or an invoice raised for the charges up to the Call Level.
8.5.Call Charges will be calculated using the details recorded by the Company's telephone billing system.

9. Liability

9.1.For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of the Sale Agreement for the supply of Telephony Services shall be limited to the lesser of the total Call Charges payable by the Customer for preceding [6] months (calculated from the date giving rise to the claim) and £5,000.
9.2.The Customer acknowledges and agrees that the Company shall not be liable to the Customer for any losses caused by failure, fault or restriction of the Telephony Services caused by faults or failures which are the responsibility of the of the telecoms infrastructure provider. The Company shall be under no obligation to pursue the telecoms infrastructure provider for any losses so incurred.

10. Termination

10.1 [Where the Customer is a Small Business Customer, the Customer may terminate this Sale Agreement at any time prior to the Effective Date without payment of a Cancellation Fee].
10.2.Subject to clause 10.1 above, if this Sales Agreement relating to the provision of the Telephony Services is terminated prior to the end of the then-current Minimum Period or Extended Period, the Customer shall pay a Cancellation Fee being a sum equal to the whole amount that would have been payable by in respect of Line Rental, select services and non-geographic numbers together with a sum equal to 30% of the Call Charges (based on the 3 month historic average) that would have been payable to the end of the then-current Minimum Period or Extended Period.

11. Data Protection

Schedule 3

Special terms - Mobile phone hardware with Airtime or SIM Only Services

These Special Terms shall apply to any Mobile Services (as defined below) that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Airtime - means wireless airtime and network capacity procured from the Network Operator.

Disconnection Notice - a notice from the Customer to the Company to disconnect all or the relevant part of the Network Operator Service which may be given in accordance with these Special Terms.

Mobile Services – the procurement by the Company of the Network Operator Services and/or Equipment.

Network Operator - the network operator who operates the wireless network or networks to which the SIM Cards are connected and from whom Airtime is procured by the Company for the benefit of the Customer.

Network Operator Services - the services provided by a Network Operator including Airtime, [SMS Text Messaging Service, SMS Land to Mobile Text Messaging Service] mobile telephone, text, data and other services as may be introduced or withdrawn by a Network Operator from time to time, to be used on the Equipment or as a SIM Only Service.

Normal Working Hours - 9.00am to 5.00pm during a Business Day.

Number - the telephone numbers allocated to the Company by the Network Operator and in turn allocated by the Company to SIM Cards and used by the Customer to access the Network Operator Services.

SIM Card - means the subscriber identity module supplied by the Network Operator (and which shall at all times remain the property of the Network Operator), which is allocated to the Customer by CICT, and which contains the Number.

SIM Only Service – means supply the Company of a SIM Card for the Customer to access Network Operator Services, without supply of any Equipment.

SMS Text Messaging Service - means the short message service, which enables text messages to be sent to, and received from, SIM Cards via Equipment connected to the Network Operator Services.

SMS Land to Mobile Text Messaging Service - means the usage based short message service, for text messages sent to SIM Cards via a software application in conjunction with a private or virtual private circuit linking the Customer's wireless private or virtual private data network with the Network Operator Services.

2. Equipment

2.1. Unless otherwise expressly stated on the Sale Agreement, the Company will supply a manufacturer's standard model of handset (typically in either black, grey or silver) and colour or trim features of the Equipment shall not form part of the specification of the Equipment.

2.2. On acceptance of the Customer's Order Form (and provided the Customer has not chosen a SIM Only Service), the Company will arrange and procure the supply of the Equipment. The Equipment may be locked to or otherwise customised to operate with a specific Network Operator or particular Numbers. Accordingly, if the Customer cancels the Order Form for the Equipment after acceptance of the Order Form or if the Customer terminates this Sales Agreement prior to delivery of the Equipment, the Company reserves the right at its sole discretion to charge and recover the Equipment Price from the Customer.

2.3. [Any Equipment supplied by the Company in connection with the Mobile Services shall be provided in accordance with and subject to the terms and conditions set out in Schedule 1 – Special Terms: Equipment Supply].

3. Warranty, defects, faults and repairs

3.1. All Equipment is supplied subject to the terms of the relevant manufacturer's warranty in relation to faults and defects. The terms of such manufacturer's warranties are set out in the literature enclosed with the Equipment and may contain exclusions from cover for misuse and similar. Accidental damage will not be covered in any manufacturer's warranty.

3.2. Subject to clause 3.3 below, in the event that any Equipment requires repair or replacement under a manufacturer's warranty, the Company will use reasonable endeavours (but is not obliged) to arrange a loan of a telephone handset for use by the Customer. The Company cannot guarantee that the handset supplied will be of equivalent specification or functionality as the Equipment.

3.3. In the event that a warranty is not available from the manufacturer (including where the warranty has expired or does not apply as a result of any exclusions within the warranty applying), the Customer will be responsible for the Equipment including any faults with it and the replacement and/or repair of the Equipment.

4. Provision of Airtime and Network Operator Services

4.1. The Company shall from the commencement of the Network Operator Services, or if otherwise specified, the Effective Date, as applicable and throughout the Term use its reasonable endeavours to:

4.1.1. procure the provision of the Network Operator Services from the Network Operator on a 24 hour per day 365 days per year basis; and

4.1.2. procure the provision of a number from the Network Operator for assignment to SIM Cards and use by the Customer with Equipment; and

4.1.3. connect and activate each SIM Card on to the Network Operator Services and to allocate Numbers appropriately to each SIM Card.

4.1.4. In the event the Customer:

4.1.4.1. wishes the Company to transfer the mobile number from an existing network to another on the commencement of the Services, or if otherwise specified, the Effective Date, the Customer will promptly provide the Company with the porting authorisation code (**PAC**). If the Customer does not provide the PAC to the Customer in a timely manner, the Company will not be able to facilitate the transfer of the mobile number. The Customer's further acknowledges that its service provider may reserve the right to charge a disconnection fee when moving to another network. For the avoidance of doubt, the Company has no control over the amount of any such fees imposed by such service provider; and

4.1.4.2. wishes to add additional SIM Cards, such additional SIM Cards shall be bound by the terms of this Sales Agreement and the applicable Sale Agreement form and shall run for the Minimum Period from the date the SIM Card was connected.

4.2. The Company reserves the right to add to, substitute, or to discontinue any Network Operator Services at any time. The Company does not guarantee the continuing availability of any particular Network Operator Services and the Customer acknowledges that Company is not an infrastructure provider and is dependent upon the Network Operators and other third parties in this respect.

4.3. During the Term, the Customer authorises the Company to act on its behalf in all dealings with any Network Operator in connection with any matter that enables the Company to provide or to continue to provide the Customer with the Network Operator Services.

4.4. The Customer agrees that in using the SMS Text Messaging Service:

4.4.1. each SIM Card is capable of receiving text messages which may originate from a variety of sources; and

4.4.2. the Company is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for specific content of any text messages sent to the Customer's SIM Cards, which originate from such sources.

4.5. The Customer agrees that in using the SMS Land to Mobile Text Messaging Service:

4.5.1. the Company is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent by the Customer using the SMS Land to Mobile Text Messaging Service; and

4.5.2. the Customer will use all reasonable endeavours not to use or permit any other person to use the SMS Land to Mobile Text Messaging Service fraudulently or in connection with a criminal offence to send any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, in breach of any person's intellectual property rights or rights of privacy or is otherwise unlawful or to cause annoyance, inconvenience or needless anxiety; or other than in accordance with the acceptable use policies of any connected telecommunications networks.

4.6. The Customer shall not be permitted to transfer a SIM Card from the tariff to which that SIM Card was originally connected ("the **Original Tariff**") except in the following circumstances:

4.6.1. where the Customer wishes to connect that SIM Card to a tariff for which the charges are the same as, or more expensive than, the Original Tariff; or

4.6.2. where the Customer agrees to pay to the Company the difference between the line rental charges for the Original Tariff and the line rental charges for the less expensive tariff for the remainder of the Minimum Period or Extended Period (as applicable) for that SIM Card; or

4.6.3. where the Company agrees in writing that the SIM Card may be transferred to a tariff with lower line rental charges, subject always to any additional terms which the Company may specify and the Customer has accepted.

4.7. The Company may make a charge of £30 for each SIM Card which may due to any action or request of the Customer is to be swapped or replaced or additionally provided by the Company.

4.8. The Company shall use its reasonable endeavours to action any allowable changes to the Network Operator Services that a Customer may request but the Customer acknowledges that the Company is dependent on the Network Operator for these and, without giving any warranty, allowable changes may take as long as 48 hours to become effective.

5. Service Standards

5.1. The Customer acknowledges that the Company is not a Network Operator and can accordingly only resell Network Operator Services as are made available to it. The Company warrants that it will perform its obligations in this Sales Agreement with reasonable skill and care and that:

5.1.1. it will use its reasonable endeavours to ensure that the Network Operator Services will conform in all material respects to the description of the same in the Sale Agreement; and

5.1.2. it will operate a helpdesk during the Company's Normal Working Hours.

5.2. The Customer acknowledges and agrees that the Company's ability to provide the Customer with support may be subject to the operating times and co-operation of the specific Network Operator.

5.3. The Customer acknowledges that if it takes a SIM Only Service from the Company, the Company shall have no responsibility or liability for the handset or other equipment used with the SIM card to enable receipt of the Network Operator Services, including in respect of any damage caused to the SIM card by the Customer's equipment.

5.4. The Customer acknowledges that the provision of the Network Operator Services is subject to the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference.

5.5. The Company may, where reasonable, from time to time and without notice suspend provision of the Network Operator Services and at its discretion disconnect a SIM Card in any of the following circumstances provided that it shall use reasonable endeavours to restore the Wireless Services and reconnect the SIM Card as soon as reasonably practicable:

5.5.1. during any technical failure, modification or maintenance of the systems operated the Network Operator; and/or

5.5.2. if the Customer fails to comply with the terms of this Sales Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder) until such failure to comply is remedied; and/or

5.5.3. if the Customer allows to be done anything which in the Company's reasonable opinion may have the effect of jeopardising the operation of the Network Operator Services, or the Network Operator Services are being used in a manner prejudicial to the interest of the Customer and/or the Company and/or the Network Operator; and/or

5.5.4. because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for the Customer's own security.

5.6. The Company may at its discretion suspend any SIM Card access to the Network Operator Services or if the Company has reasonable cause to suspect fraudulent use of the SIM card or the Device, or either are identified as being lost or stolen.

5.7. During any period of suspension arising from the circumstances detailed in this clause 5, the Customer shall remain liable for all Charges levied in accordance with this Sales Agreement.

5.8. In the event of suspension or disconnection due to Customer fault, the Company may charge a re-connection charge of £75 for up to 5 SIM Cards and £10 per SIM Card in excess of 5 in number.

6. Disconnection of SIM Cards

6.1. A Disconnection Notice may be given by the Customer in respect of a SIM Card upon or at any time after the expiry of the Minimum Period. Disconnection Notices given before the expiry of the Minimum Period shall be deemed given on the last day of the Minimum Period.

6.2. At the expiry of 42 days from the date of validly giving a Disconnection Notice, the Company will disconnect the relevant SIM Card or SIM Cards from the Network Operator Services.

6.3. The Customer shall be obliged to pay to the Company all Charges up to and including the date of disconnection.

6.4. The Customer will pay to the Company and administration fee of £30 in respect of each SIM Card(s) disconnected or PAC code provided to the Customer.

7. Customer's Obligations

7.1. The Customer undertakes with the Company that throughout the Term it will:

7.1.1. be responsible, as licensee of the end-user licensed software for any encryption of information between the Customer's software and computer systems and any Equipment;

7.1.2. notify the Company immediately (and confirm in writing within 48 hours) on becoming aware that (i) any Equipment containing a SIM Card, or (ii) for SIM Only Service, a SIM Card, has been lost, damaged or stolen or that any person is making improper or illegal use of the same or the Network Operator Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of that Equipment or SIM Card, or the information contained within a SIM Card, until the Company has received a request from the Customer to suspend the Network Operator Services to that Equipment or SIM Card;

7.1.3. [comply at all times with the Network Operator's contract terms, usage terms and instructions (where applicable) and the Customer shall indemnify the Company in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees) in relation to any claim from a Network Operator against the Company arising out of or in connection with any breach by the Customer of the Network Operator's contract terms, usage terms and instructions];

7.1.4. implement and maintain appropriate security and control over its networks, equipment, and business to prevent fraud and to prevent calls being generated by third parties;

7.1.5. only use, store and maintain any equipment (including the Equipment) in accordance with good industry practice and any instructions the Company or an applicable Network Operator provide;

7.1.6. adequately maintain all equipment utilised in connection with the Network Operator Services (including the Equipment) and ensure its compatibility in terms of technical specifications with the Network Operator Services;

7.1.7. not use the Network Operator Services:

7.1.7.1. in a manner which is inconsistent with a reasonable customer's good faith use of the same;

7.1.7.2. fraudulently or in connection with a criminal offence;

7.1.7.3. for the purpose of sending unsolicited text messages or calls;

7.1.7.4. for storing, transmitting, communicating or receiving any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches a person's intellectual property rights or rights of privacy or is otherwise unlawful.

7.2. The Customer shall be responsible configuring its own computer and systems (including email) and software to operate with the Equipment and the Network Operator Services as it requires and to provide necessary training to its own staff in using the Equipment and Network Operator Services in integration with the Customer's own systems and in line with its policies.

7.3. The Customer recognises that if it uses software packages or applications other than those provided or supplied by the Company with or in communication with any Equipment, the Company shall have no liability whatsoever for any failure of the Network Operator Services or any Equipment resulting from the use of such software packages or applications by the Customer.

7.4. The Customer agrees that it will deactivate any lost, stolen or replaced Equipment from its computer systems.

7.5. The Customer agrees that it is procuring the Equipment and SIM Cards solely for its own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the same.

7.6. THE CUSTOMER ACKNOWLEDGES THAT IT IS LIABLE FOR ALL TELEPHONY AND DATA ROAMING CHARGES AND DATA USAGE CHARGES WHETHER AUTHORISED BY THE CUSTOMER OR OTHERWISE. The Customer agrees that if there is any excess use of data roaming or data usage which exceeds any limit on download or any applicable fair data use policy, it shall be liable for all such charges any excess charges, which shall be charged at the Company's standard rates available at such time.

7.7. The Customer acknowledges that in order for the Company to comply with its obligations under the General Conditions of Entitlement, the Company has an obligation to notify the Customer once it reaches the allowable limits of data and/or begins roaming internationally ("**Notice**") The Customer may specify a suitable financial limit for its data usage and/or international roaming data and telephony services and the Company shall use reasonable endeavours to procure that such limit is applied by the Network Operator. The Customer shall have the right to opt-out and opt back in of receiving such Notice at any time.

8. Charges and Billing Arrangements

8.1. The Customer shall pay all Charges monthly by direct debit.

8.2. The Company shall following the end of each calendar month on the date agreed from time to time and set out in the Order Form, submit to the Customer one or more invoice(s) which shall itemise the Charges (as applicable) relating to the Equipment and Network Operator Services.

8.3. All Charges shall be based upon call and billing data recorded by Company and/or provided by or on behalf of the Network Operator. The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.

9. Limitation of Liability

9.1. For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of the Mobile Services shall be limited to the lesser of six months Charges for the relevant Service (or part of Service) and £5,000.

9.2. Notwithstanding any other provision in the Sales Agreement, the Company shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Network Operator that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Network Operator Services.

10. Termination

10.1. In the event of any termination or cancellation of this Sales Agreement or any part of the Mobile Services (for whatever reason) before the expiry of the Minimum Period, the Customer shall pay a Cancellation Fee calculated as:

10.1.1. in respect of each of the Equipment items affected by the termination or cancellation, the Customer shall pay the Company the Equipment Price less any fees already paid by the Customer in respect of such Equipment;

10.1.2. a sum calculated as the sum of the minimum amount of the Charges which would have been payable for the remainder of the Minimum Period; and

10.1.3. any cancellation fees imposed by the Network Operator.

10.2. Notwithstanding any provision in the Master Agreement, the Company may suspend access to the Network Operator Services (or any part of them) where:

10.2.1. the Customer's use of the Network Operator Services (including any Equipment) will or may adversely affect the operation of any network or provision of the Network Operator Services;

10.2.2. if the Company suspects fraudulent, criminal, immoral, or illegal activities are being carried out, or are likely to be carried out, via the Network Operator Services and/or

10.2.3. at any time, in the Company's absolute discretion, if the Company consider it necessary or desirable in order to monitor or reduce the incidence of fraud.

Schedule 4

Special Terms - Mobile Equipment only supply

These Special Terms shall apply in respect of any Equipment which the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Airtime - means wireless airtime and network capacity procured from the Network Operator.

Minimum Period – the minimum period for receipt of the Network Operator Services as specified in the Network Agreement.

Network Agreement – a Related Third Party Agreement to be entered into between the Customer and a Network Operator (or its appointed agent) for the provision of the Network Operator Services.

Network Operator - the network operator who operates the wireless network or networks to which the SIM Cards are connected and from whom Airtime may be procured by the Company for the benefit of the Customer.

Network Operator Services - the services provided by a Network Operator including Airtime, mobile telephone, text, data and other services as may be introduced or withdrawn by a Network Operator from time to time.

2. Term and termination

2.1. This Sales Agreement for the sale of the Equipment shall begin on the Effective Date (or such other date as agreed between the parties) and unless terminated earlier in accordance with the terms of the Sales Agreement, shall continue for the Minimum Period (as defined in these Special Terms). At the end of the Minimum Period, if the Network Agreement is renewed, this Sales Agreement will automatically renew for a period equal to the renewal term of the Network Agreement (each an "**Extended Period**").

2.2. [This Sales Agreement shall automatically terminate if the Network Agreement expires or is terminated (for whatever reason)].

2.3. In the event of any termination or cancellation of the Network Agreement (or any part of it) before the expiry of the Minimum Period, the Customer shall pay to the Company a Cancellation Fee equivalent to:

2.3.1. in respect of each of the Equipment items affected by the termination or cancellation, the Customer shall pay Equipment Price less any fees already paid by the Customer in respect of such Equipment;

2.3.2. the amount of any commissions payable by the Network Operator to the Company as reseller of the Network Agreement which are either clawed back or would be payable but for such termination until the end of the Minimum Period; and

2.3.3. such other Cancellation Fees as set out in the Network Agreement.

3. General

3.1. [Unless the Equipment Price is paid in full, the Company is only able to sell the Equipment on terms that the Customer enters into the Network Agreement for at least the Minimum Period].

3.2. The Company is not the provider of Network Operator Services and is accordingly not responsible for their performance, availability operation or future pricing. The Company is only a re-seller of services and tariffs as advised and made available to it for sale by the Network Operators. The provision and use of Network Operator Services is governed by the Network Agreement and the Customer shall indemnify the Company for all costs, claims and losses which may be suffered by the Company as a result of any breach of a Network Agreement by the Customer.

3.3. The choice of Network Operator is the sole responsibility of the Customer and the Company makes no representations in relation to the Network Operator Services other than the tariff specification offered for the Network Agreement Term. The

Customer is advised to research network coverage, availability of advanced data services and other technical features which the Customer may require directly with the Network Operator prior to entering into a Network Agreement.

3.4. The Company cannot guarantee transfer of any telephone numbers already in use by the Customer and this is subject to Network Operators' procedures. The Customer may be charged by an outgoing Network Operator to release numbers for use by a successor Network Operator.

3.5. If no particular colour or other aesthetic trim for the Equipment is specified by the Customer and stated on the Sale Agreement, the Company will supply a manufacturer's standard model (typically in either black, grey or silver) and colour or trim features of the Equipment shall not form part of the specification of the Equipment.

3.6. On acceptance of the Customer's Order Form, the Company will arrange and procure the supply of the Equipment from either the Network Operator or other supplier. The Equipment may be locked to or otherwise customised to operate with particular Network Operator or telephone numbers. [Accordingly, if the Customer cancels the Order Form for the Equipment after acceptance by the Company or if the Customer terminates the Network Agreement prior to delivery of the Equipment, the Company reserves the right at its sole discretion to charge and recover the full value of the Equipment Price from the Customer].

3.7. The supply of the Equipment shall be subject to availability and where the requested models are unavailable (for whatever reason), the Company shall (in its sole discretion) either be entitled to exercise any of the following rights:

3.7.1. extend the period of time for procuring the Equipment until such Equipment is available from the Network Operator again;

3.7.2. procure the provision of the Equipment from a different Network Operator; or

3.7.3. provide the Customer with other Equipment(in which case, the Company shall use its reasonable endeavours to provide the alternative Equipment with similar specification to the originally requested Equipment, however, the Customer acknowledges and agrees that the Company cannot guarantee this).

3.8. [In no circumstances may the Customer cancel the supply of any Equipment after delivery].

3.9. [Any Equipment supplied by the Company in connection with the Mobile Services shall be provided in accordance with and subject to the terms and conditions set out in Schedule 1 – Special Terms: Equipment Supply].

4. Customer obligations

4.1. The Customer undertakes with the Company that throughout the Term it will:

4.1.1. comply at all times with the Network Agreement and Customer shall indemnify the Company in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees) in relation to any claim from a Network Operator against the Company arising out of or in connection with any breach by the Customer of the Network Agreement;

4.1.2. only use, store and maintain any equipment (including the Equipment) in accordance with good industry practice and any instructions the Company or an applicable Network Operator provide;

4.1.3. promptly notify the Company (and in any event within [3] Business Days) if any of the Equipment is damaged and the Customer shall co-operate with the Company in dealing with the Network Operator in relation to any Equipment that is damaged or in need of repair;

4.1.4. adequately maintain all equipment utilised in connection with the Network Operator Services (including the Equipment) and ensure its compatibility in terms of technical specifications with the Network Operator Services;

4.1.5. not use the Equipment:

4.1.5.1. in a manner which is inconsistent with a reasonable customer's good faith use of the same;

4.1.5.2. fraudulently or in connection with a criminal offence;

4.1.5.3. for the purpose of sending unsolicited text messages or calls; and

4.1.5.4. for storing, transmitting, communicating or receiving any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches a person's intellectual property rights or rights of privacy or is otherwise unlawful.

4.2. The Customer shall be responsible configuring its own computer and systems (including email) and software to operate with the Equipment as it requires and to provide necessary training to its own staff in using the Equipment in integration with the Customer's own systems and in line with its policies.

5. Warranty, defects, faults and repairs

5.1. All Equipment is supplied subject to the terms the relevant manufacturer's warranty in relation to faults and defects. The terms of such manufacturers warranties are set out in the literature enclosed with the Equipment and may contain exclusions from cover for misuse and similar. Accidental damage will not be covered in any manufacturer's warranty.

5.2. Subject to clause 5.3 below, in the event that any Equipment requires repair or replacement under a manufacturer's warranty, the Company will use reasonable endeavours (but is not obliged) to arrange with a Network Operator to supply or to itself to supply on loan a telephone handset for use by the Customer. The Company cannot guarantee that the handset supplied will be of equivalent specification or functionality as the Equipment.

5.3. In the event that a warranty is not available from the manufacturer (including where the warranty has expired or does not apply as a result of any exclusions within the warranty applying), the Customer will be responsible for the Equipment including any faults with it and the replacement and/or repair of the Equipment.

6. Charges

In consideration of the provision of the Equipment, the Customer shall pay the relevant Equipment Price as set out in the Sales Agreement.

7. Liability

For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of the Sale Agreement for the supply of Equipment shall be limited to the lesser of the total Equipment Price and £5,000.

Schedule 5

Special Terms – Broadband (ADSL) service provision

These Special Terms shall apply to any ADSL Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Access Connection - means the medium by which access is gained to the telephony or data carriage infrastructure whether by physical or wireless microwave means.

ADSL – means asymmetric digital subscriber line, the BT infrastructure over which the ADSL Service is provided.

ADSL Service - means the installation, connection and supply of a telecommunications circuit capable of supporting ADSL at the Customer's premises and the provision of internet and telecommunication ADSL Service over such circuit.

BT - means British Telecommunications plc or any successor in title, assignee or contracted operator of ADSL facilities of BT

Customer Equipment - means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment.

PSTN Network – the public switched telephone network.

2. Installation and Provision of the ADSL Service

2.1. The Customer acknowledges that it is technically impracticable to provide a fault free ADSL Service and the Company does not warrant to do so.

2.2. The provision of the ADSL Service to the Customer will be subject to the characteristics of the Access Connection and BT may determine that it is not possible to supply the ADSL Service. In this case, the Company will immediately terminate the Sales Agreement and will not be liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of termination.

2.3. The Customer acknowledges that during the installation of the Equipment for the provision of the ADSL Service the Customer Access Connection may suffer a temporary loss of telephone service, and/or interference to any other Access Connection services, which shall be reinstated as soon as reasonably practicable following installation. The Company will not be liable for any loss, interruption or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation.

2.4. The Company shall not be liable for any delay in the provision of the ADSL Service where the ADSL Service is supplied directly to the Customer Equipment and not via Equipment supplied by or on behalf of the Company.

2.5. To facilitate installation, the Customer will at its own expense:

2.5.1. take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers, as the Company or BT advises are necessary, and carry out afterwards any making good or decorators work required; and

2.5.2. provide any electricity and connection points required by the Company or BT. The Company shall not be responsible for interruption or failure of the ADSL Service caused by a failure of such power supply.

2.6. If the Company is unable to proceed diligently and complete the installation as a result of a failure by the Customer to properly prepare the site or if the Company is unable to obtain access, the Company may charge a reasonable fee for any delay or time lost. The Customer must pay this fee in advance of any further visit by the Company.

2.7. The Customer shall at its own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Equipment together with all the necessary electrical and other installations and fittings.

2.8. The Company shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but the Company or BT's decision on the routing of cables and wires and the positioning of outlets and other apparatus including the Equipment shall be final and binding.

2.9. Installation of the ADSL Service may be subject to a survey carried out by the Company or BT and the ADSL Service may not be provided where the survey carried out is incomplete or unsatisfactory. In such circumstances the Company shall be entitled to terminate the Sales Agreement of the provision of the ADSL Service will not be liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of termination.

2.10. Where the Customer wishes to transfer the provision of any lines or services from another supplier to the Company, the Customer shall:

2.10.1. provide to the Company such accurate information as is required by the Company to enable the migration from the current supplier; and

2.10.2. be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer (including without limitation any early termination payments or charges owed to the previous supplier).

3. Use of the ADSL Service

3.1. The Customer must not use the ADSL Service:

3.1.1. in a way that does not comply with the terms of any Applicable Laws or any licence applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

3.1.2. in connection with the carrying out any fraud or criminal offence;

3.1.3. to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;

3.1.4. to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;

3.1.5. in a way that does not comply with any instructions of the Company or BT; or

3.1.6. in a way that in the reasonable opinion of the Company could materially affect the quality of any service, including the ADSL Service, provided by the Company or BT.

3.2. Except as otherwise expressly permitted under these terms, the Customer may not:

3.2.1. modify the ADSL Service without the Company's prior written consent;

3.2.2. redistribute, copy, or use the ADSL Service or transfer or license rights to the use of the ADSL Service to any 3rd party;

3.2.3. disclose details of the ADSL Service to any third party without the Company's prior consent; or

3.2.4. use the ADSL Service except in conjunction with the Company's recommended operating guidelines.

3.3. In relation to the use of the ADSL Service, the Customer will be liable for and will indemnify, keep indemnified and hold the Company harmless in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees) in relation to any claim from any third party (including without limitation, BT) against the Company arising out of or in connection with any breach by the Customer of these Special Terms including without limit any misuse or illegal use of the ADSL Service by the Customer.

4. Limitations of the ADSL Service and Faults

4.1. The Customer acknowledges and accepts that there are technical limits relating to the ADSL Service and accordingly that the Company shall not in any way be liable in respect of the following:

4.1.1. transmission performance of some metallic local loops will mean it is technically impracticable to provide the ADSL Service to all locations;

4.1.2. the ADSL Service cannot be provided over the same Access Connection as certain other telecommunications ADSL services. A list of these is available upon request;

4.1.3. the ADSL Service is not available to sites where all or part of the Access Connection is provided over fibre optic cable or radio systems;

4.1.4. the ADSL Service may also affect the performance of some PSTN Equipment; and

4.1.5. certain technical limitations may not become apparent until after the ADSL Service has been installed and is operational. Accordingly no warranty is give as to internet service speed and bandwidth which the Customer may experience.

4.2. In the circumstances listed to in clause 4.1 above the Company will not be liable to the Customer for the ADSL Service (or inability to provide the ADSL Service), the performance of the ADSL Service, its effect on other ADSL services or equipment or the withdrawal of the ADSL Service.

4.3. The Company and/or BT may periodically interrupt the ADSL Service or change the technical specification of the ADSL Service for operational reasons including maintenance or ADSL Service upgrades or as a result of emergency. In these circumstances and where possible the Company will give the longest notice reasonably possible to the Customer though, the Company shall not be liable to the Customer for any such interruption.

4.4. The Company shall not be liable for any loss of or interruption of any degradation of the ADSL Service caused by the failure or limitations of any part of the BT telephony or data carriage infrastructure which is beyond the control of the Company.

5. Charges

5.1. Charges are payable for the Term from the Effective Date. Charges will be calculated in accordance with details recorded by, or on behalf of, the Company. The Company will invoice the Customer monthly in arrears in respect of the ADSL Service.

5.2. The Company will invoice additional charges in respect of any additional costs incurred by the Company in the carrying out of the ADSL Services, including without limit, any relocation of the existing telephone master socket to provide the ADSL Service. [Upon cancellation of any order for the ADSL Service by a Customer prior to the Commencement Date, the Company may charge a Cancellation Fee of £50 as a condition of accepting such cancellation.]

6. Customer Obligations

6.1. The Equipment shall remain the property of the Company or the supplier of such Equipment (including BT) and the Customer shall at all times make this clear to third parties. The Company may modify, substitute, renew or add to the Equipment.

6.2. The Customer is responsible for the Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by the Company) to do so. The Customer will be liable to for any loss of or damage to the Equipment.

6.3. Any Customer Equipment connected to or used in connection with the ADSL Service must be (i) approved by the Company and (ii) connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any Customer Equipment which is attached (directly or indirectly) to the ADSL Service must be technically compatible with the ADSL Service and approved for that purpose under any relevant legislation or telecommunications industry standards.

6.4. The Customer undertakes:

6.4.1. not to allow the Equipment to be repaired or maintained other than by an authorised representative of the Company;

6.4.2. not to damage the Equipment and not to add modify or in any way interfere with the performance of the Equipment;

6.4.3. not to attempt to sell the Equipment; or

6.4.4. not to remove any identification mark affixed to the Equipment showing that it is the property of the Company or other third party supplier of such equipment.

6.5. The Customer shall be responsible for the repair and maintenance of any Customer Equipment used in order to obtain or use the ADSL Service.

7. Support of the ADSL Service

Technical support for the ADSL Service is available by telephoning 02920 09800 or by sending e-mail to info@linctelecom.co.uk. Technical support is available during Normal Working Hours.

8. Term and termination

8.1. If the Customer is a Small Business Customer, the Customer may terminate this Sales Agreement at any time prior to the Effective Date, without payment of a Cancellation Fee.

8.2. If this Sales Agreement is terminated (for whatever reason other than in accordance with clause 8.1 above):

8.2.1. prior to the end of the Minimum Period, the Customer shall pay a Cancellation Fee being the Charges payable under the Sale Agreement for the remainder of the Minimum Period; or

8.2.2. after the Minimum Period, the Customer shall pay a Cancellation Fee being 50% of the Charges payable to the end of the relevant Extended Period.

9. Liability

9.1. The Company's total liability for direct losses, whether in contract, tort (including negligence or breach of statutory duty) misrepresentation restitution or otherwise arising in connection with the performance or contemplated performance of the Sale Agreement for the supply of the ADSL Service shall be limited to the lesser of the total Charges payable by the Customer for preceding 12 months and £5,000.

9.2. The Customer acknowledges and agrees that the Company shall not be liable to the Customer for losses caused by failure, fault or restriction of the ADSL Service caused by faults or failures which are the responsibility of BT. The Company shall be under no obligation to pursue BT for any losses so incurred.

Schedule 6

Special Terms – Maintenance Services

These Special Terms shall apply to any Maintenance Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Demarcation Line - means the point of connection of the external telephony or data feed into the Equipment, being the patch lead or network connection.

[Enhanced Service - means an enhanced level of Maintenance Services to include remote reprogramming and reconfiguration of the Equipment and other services the Company may from time to time offer for which a premium Charge shall be payable].

Equipment – the Equipment so described in the Sales Agreement which is to be covered by the Maintenance Services.

Maintenance Services – [means the maintenance services provided to the Customer under the Sales Agreement as further described on the Company's website at www.linctelecom.co.uk.]

Normal Working Hours - 9.00am to 5.00pm during a Business Day.

2. Provision of the Services

2.1. The Company will provide the Customer with Maintenance Services in respect of the Equipment only, during Normal Working Hours.

2.2. [Any Equipment supplied by the Company in connection with the Maintenance Services shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*].

2.3. The Company shall provide the Maintenance Services on a "reasonable endeavours" basis and the Customer acknowledges that some problems may be unable to be reasonably solved or repaired or may take time.

2.4. For additional or varied Maintenance Services, the Company shall as far as it is practical or possible to do so provide a specific quotation for this work and parts required however, where this is not possible or the Customer instructs the Company to proceed with such work, callout charges and labour shall be charged at the Company's standard rates which are available on its website at www.linc-group.co.uk/contact and parts shall be charged at manufacturers or suppliers recommended retail price.

2.5. The Company will use its reasonable endeavours to respond promptly and if possible, within 16 Normal Working Hours (i.e.. by the end of the next Business Day) to requests for Maintenance Services but makes no representation and gives no warranty to this effect.

2.6. All reports of defects in or failure of the Equipment must be made by telephone or in writing or as the Company shall from time to time advise on its website at www.linc-group.co.uk.

2.7. If a defect in or failure of the Equipment is reported during Normal Working Hours the Company shall use its reasonable endeavours to ensure that one of the Company's suitably qualified engineers visits the Customer's site during Normal Working Hours [within the service level published on the Company's website at www.linctelecom.co.uk].

2.8. If a defect in or failure of the Equipment is reported outside Normal Working Hours, unless the Company otherwise expressly agrees, the report shall be deemed to have been made at the beginning of Normal Working Hours on the next Business Day.

2.9. The Company shall use reasonable endeavours in performing the Maintenance Services to repair the defect or failure of the relevant Equipment at the Customer's site but if this is not reasonably practicable in the time available during Normal Working Hours, the engineer will seek to make such arrangements for:

2.9.1. a further visit to be made to the site during Normal Working Hours for the repair of the defect or failure; or

2.9.2. if it is not reasonably practicable for the defective Equipment to be repaired on site, the removal of the Equipment (or where practicable the part of the Equipment in question) for the purposes of repair.

2.10. If a Customer requests that a repair is carried out at site and outside of Normal Working Hours, the Company may charge for such work carried out outside Normal Working Hours at its standard labour rates available on its website at www.linctelecom.co.uk.

2.11. The Maintenance Services are limited to the provision and repair of the Equipment by the Company on a like for like basis, which may include the Company supplying reconditioned parts for Equipment and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or replaced in Equipment in the carrying out of the Maintenance Services shall become or shall remain (as the case may be) the property of the Company.

2.12. The decision as to whether any of the Maintenance Services or additional services may be carried out remotely by modem "dial in" or online or will require site attendance, shall be solely for the Company to make. If the Customer requires or requests the Company to attend site for a job which the Company would otherwise carry out remotely, the Company may charge for such site visit at its standard labour rates available on its website at www.linctelecom.co.uk.

2.13. Subject to clause 7 of the Master Agreement, the Company shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment. The Customer acknowledges and accepts that the provision of the Maintenance Services may be dependent on the Company accessing and procuring equipment or other ancillary parts from third parties.

3. Exclusion from Services

3.1. The Maintenance Services will not extend to:

3.1.1. modifications, alterations or additions to the Equipment by any person other than the Company;

3.1.2. any analogue devices;

3.1.3. any external networking hardware, routers or servers;

3.1.4. any mobile, cellular or gateway devices;

3.1.5. routine or elective programming or reconfiguration (for example changing telephone extension numbers) of the Equipment (except for Customers subscribing to the Enhanced Service in which case remote modem "dial in" or online programming and reconfiguration work shall be included within the Maintenance Services);

3.1.6. peripheral items and consumables (lists of which are available from the Company);

3.1.7. items which in the Company's opinion can no longer be subject to economical maintenance and for which the Company has submitted a refurbishment cost estimate payable in addition to the Charges;

3.1.8. defects resulting, in the Company's reasonable opinion, from misuse or neglect of or accident to the Equipment or failure to follow the instructions or advice of the Company or the Equipment manufacturer relating to its use;

3.1.9. the repair or replacement of parts which the Company can only reasonably carry out away from the site but which the Customer for security reasons or otherwise is unwilling to release to the Company;

3.1.10. Equipment which has been subjected to abnormal physical or electrical stress, including power surges and strike by lighting;

3.1.11. Equipment which has been damaged due to fair wear and tear, accident, neglect, misuse by the Customer, acts of god, failure of air-conditioning or fluctuations of electrical power, floods (including those caused by failure of the building water supply or plumbing infrastructure) or causes other than ordinary use; and/or

3.1.12. any failure or defective working of the Equipment due to any fault, failure or change in the electrical supply and/or telephony or data service on the feed side of the Demarcation Line;

3.1.13. any internal or external cabling routes or wireless network infrastructure, unless specifically agreed in writing by the Company;

3.1.14. any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by the Company

3.2. In the event that the Company carries out Maintenance Services to any Equipment which has, in the Company's reasonable opinion, failed or become faulty (wholly or partially) to any of the circumstances described in clause 3.1, the Company shall be entitled to charge reasonable additional fees for such services.

4. Charges

4.1. Charges for Maintenance Services are payable annually in advance on or before the Effective Date and each anniversary of it for each year of the Term.

4.2. Payment for any additional services and the cost of replacement parts not covered by any parts warranty included within the Maintenance Services shall be payable at 30 days from the date of the Company's invoice.

5. Customer's Obligations

5.1. The Customer shall:

5.1.1. keep and operate the Equipment in a proper and prudent manner and ensure that only competent trained employees are allowed to operate it;

5.1.2. use the Equipment in a suitable environment with proper power supplies and in accordance with instructions and advice of the Equipment manufacturer and the Company;

5.1.3. not move the Equipment or make any addition, modification or adjustment to it without the Company's prior written consent;

5.1.4. have in place appropriate system security measures and procedures to prevent the Equipment being used wrongfully or fraudulently whether internally or by external access to the Equipment;

5.1.5. give or procure to be given to the Company or its servants or its agents at all reasonable times access to the premises at which the Equipment is situated for the purposes of inspection, repair, adjustment or replacement. In addition the Customer will keep all records of Equipment, installation details and visit reports for inspection by the Company;

5.1.6. not allow any person other than the Company, its employees or agents to service or in any way interfere with the Equipment during the Term of this agreement. Any maintenance by the Company necessitated by such services or interference shall be charged to the Customer at the Company's charging rates applicable at the time;

5.1.7. maintain and make available to the Company records of the operation, maintenance and any malfunction of the Equipment;

5.1.8. provide at such times as the Company reasonably requires and at no cost to the Company all documentation, software, materials and services necessary for the maintenance and testing of the Equipment; access to the Equipment, use of the Customer's workshop and repair facilities and the co-operation of the Customer's personnel in diagnosing and overcoming any malfunction of the Equipment; and

5.1.9. maintain sufficient insurance cover in respect of all risks to the Equipment not covered by the Maintenance Services.

6. Liability

For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of the Sale Agreement for the supply of the Maintenance Services shall be limited to the lesser of the total Charges payable by the Customer for the preceding 12 months (calculated from the date giving rise to the claim) and £5,000.

7. Termination

If this Sales Agreement relating to the provision of the Maintenance Services is terminated prior to the end of the then-current Minimum Period or Extended Period, the Customer shall be subject to a Cancellation Fee being the Charges payable under the Sale Agreement for the remainder of the Minimum Period or if during the Extended Period, 50% of the Charges payable to the end of the Extended Period.

Schedule 7

Special Terms - CCTV Services

These Special Terms shall apply to any CCTV Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

ARC – Alarm Receiving Centre.

CCTV Maintenance Services – preventative maintenance of the Equipment, provided by or on behalf of the Company, as further detailed in the Order Form.

CCTV Monitoring Services – monitoring services provided by or on behalf of the Company, as further detailed in the Order Form.

NPCC – National Police Chief's Council.

CCTV Services – means the CCTV Maintenance and/or CCTV Monitoring Services, as set out in an Order Form.

2. Term and Termination

2.1 Term of the Sales Agreement:

2.1.1 unless otherwise set out in the Order Form, the '*Minimum Period'* (as defined in the Master Agreement) shall be amended to *'12 months from the Effective Date'*; and

2.1.2 unless otherwise set out in the Order Form, the '*Renewal Period'* (as defined in the Master Agreement) shall remain as 12 months.

2.2 Without prejudice to any other rights and remedies available to it, the Company shall be entitled to terminate this Sales Agreement with immediate effect:

2.2.1 if at any time the Company (or any third party provider) is unable to secure or retain the connections or privileges necessary for the transmission of singles between the premises, the ARC, the police or appropriate authorities; and

2.2.2 if the Equipment (including, without limitation, the ARC apparatus) or the connections are destroyed by fire or other catastrophe or so substantially damaged that the Company (or its third party provider) is reasonable unable to continue its service.

3. Company's obligations

3.1 In consideration of payment of the Charges, from the Effective Date the Company shall supply (or procure the supply of) the Equipment and if applicable, the CCTV Services, to the Customer.

3.2 The Equipment is as described in the Order Form or such other documentation as provided by the Company to the Customer.

4. Delivery and Installation

4.1 The Company will use its reasonable endeavours to procure the delivery and installation of the Equipment as soon as possible after the Effective Date but the Company cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or installation however such delay arises. Time shall not be of the essence under this Sales Agreement.

4.2 Where the delivery and installation of the Equipment cannot be completed due to a Force Majeure Event, the Customer shall remain liability for 90% of the sale/installation charge.

5. Customer obligations

5.1 The Customer shall, where requested by the Company, supply and fit as its own expense a suitable mains point which must comply with the Institute of Electrical Engineers Rules & Regulations.

5.2 The Customer shall notify the Company immediately of any fault occurring in the Equipment, the transmission and telecommunication capabilities and the Company will use its reasonable endeavours to procure the repair of such fault as soon as possible after receiving notification. If the Company deems a delay in reporting the fault by the Customer with any part of the Equipment, which results in the Company's attendance (or any third party provider appointed by the Company) being out of Normal Working Hours, then the Company reserves the right to apply "Out of Hours" hourly charges and travelling costs for the Company's (or its appointed third party) attendance.

5.3 On reporting a fault, the Customer will be required to be available at the relevant property for the engineer to attend within the 4 hours when requested. The Customer understands by reporting a fault that they have a duty to be available for the Company (or their appointed third party) to attend and investigation of the fault and the Company is not bound to arrange a specific appointment and agrees to attend within 4 hours when specified. If the Customer or a representative is not present when the Company attends a charge will be raised which shall include all travelling costs and labour. Should this not be convenient or the Customer is unable to make such arrangements, the Customer accepts that the fault is not of an urgent nature and that a mutually agreeable appointment will be made.

6. Equipment

6.1 The risk in the Equipment shall pass to the Customer once installation in the Customer's site has commenced.

6.2 Title to the Equipment shall not pass to the Customer until the Company receives in full (in cash or cleared funds) for the Equipment.

6.3 Until title to the Equipment has passed to the Customer, the Customer shall:

6.3.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;

6.3.2 maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; and

6.3.3 resell any or all of the Equipment.

6.4 At any time before title to the Equipment passes to the Customer, the Company may require the Customer to deliver up all Equipment in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover them.

7. CCTV Monitoring Service

7.1 This clause shall apply if the Customer has purchased the CCTV Monitoring Services, as set out in the Order Form.

7.2 In the event of an alarm single being received, the Company (or any of its third party providers) shall use its reasonable endeavours and alarm verification capabilities to establish the cause of the activation and take such reporting action as is deemed necessary.

7.3 In the unlikely event of 'police response' being withdrawn from the Equipment any cost associated with additional services will be met by the Customer.

7.4 The Customer shall:

7.4.1 provide the Company with at least 1 Business Days' written notice of any changes in keyholder information including codes or duress words/numbers; and

7.4.2 at all times and without delay inform the Company and ARC of any changes in police response level and any other monitoring changes required, by fax or email to the Company and ARC.

7.5 If 'police response' is required, the Company reserves the right to disclose data regarding the Equipment to the police in such format and detail as the police, monitoring station or relevant inspectorate bodies recognized by NPCC require.

8. CCTV Maintenance Services

8.1 This clause shall apply if the Customer has purchased the CCTV Maintenance Services, as set out in the Order Form.

8.2 The Company shall use its reasonable endeavours to procure the provision of the CCTV Maintenance Services.

8.3 Any replacement or additional parts provided as part of the CCTV Maintenance Services will be subject to an additional charge, and subject to the Customer's prior written approval.

8.4 Where the CCTV Maintenance Services includes site visits, the Company will (or will procure that an appointed third party) contacts the Customer to arrange a convenient time to service the Equipment. The Customer (or its appointed third party) will attempt to contact the Customer an average of three separate occasions and if no response is received, a letter will be sent to the Customer, notifying them that all attempts have been made to arrange a convenient time to arrange the service. Once a letter has been received, it will be the Customer's responsibility to contact the Company to ensure that a service can be completed. If, after making an appointment, the Customer fails to attend the property at the agreed time, the Company reserves the right to be reimbursed for all expenses (including travelling costs and labour costs).

8.5 If the CCTV Maintenance Services is a condition of the Customer's insurance provider, the Customer acknowledges and accepts that the Company holds no responsibility for the failure to meet the Customer's insurance needs if a service visit is not completed. If there are specific needs for insurance purposes, it is the Customer's responsibility to contact the Company to request a service at a required date and any accompanying documents as required i.e. a service certificate.

8.6 The Customer shall:

8.6.1 retain any programming codes, passwords or configuration applications in order to provide a high level of service and maintain the Equipment; and

8.6.2 not, without the prior written consent of the Company, allow any third party to carry out maintenance services on the Equipment.

9. Warranty cover

9.1 All Equipment is supplied subject to the terms of the relevant manufacturer's warranty in relation to faults and defects. The terms of such manufacturers warranties are set out in the literature enclosed with the Equipment and may contain exclusions from cover for misuse and similar. Accidental damage will not be covered in any manufacturer's warranty.

9.2 Subject to clause 9.3 below, in the event that any Equipment requires repair or replacement under a manufacturer's warranty, the Company's only responsibility in relation to the same will be to liaise with the third party to facility such remedy for the Customer (which will be the Customer's sole and exclusive remedy in respect of this Equipment not complying with the warranty above).

9.3 In the event that a warranty is not available from the manufacturer (including where the warranty has expired or does not apply as a result of any exclusions within the warranty applying), the Customer will be responsible for the Equipment including any faults with it and the replacement and/or repair of the Equipment.

10. Charges

10.1 The Charges for the Equipment and Services shall be as set out in the Order Form.

10.2 The Company shall invoice the Customer:

10.2.1 in respect of the Equipment, on or at any time after completion of delivery; and

10.2.2 in respect of the CCTV Services, the Company shall invoice the Customer in advance, at any time.

10.3 The Customer shall pay each invoice submitted by the Company:

10.3.1 within 7 days of the date of the invoice; and

10.3.2 in full and in cleared funds to a bank account nominated in writing by the Company.

11. Liability

For the purposes of clause 7.4.1 of the Master Agreement, the Company's total liability to the Customer arising in connection with the performance or contemplated performance of the Sale Agreement for the supply of the CCTV Services shall be limited to the lesser of the total Charges payable by the Customer for the preceding 12 months (calculated from the date giving rise to the claim) and £5,000.

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