

# MOBILES AGREEMENT TERMS AND CONDITIONS



The Customer's attention is particularly drawn to the provisions of clauses 3.8 and 14.

1. **INTERPRETATION**
  - 1.1 Definitions. In these Conditions, the following definitions apply:
    - Activated:** means when the Services are enabled, upon the Customer receiving a letter of confirmation of the activation of the Services.
    - Age Restricted Services:** means any Services for use only by Customer aged 18 or over.
    - Artificially Inflated Traffic:** includes any situation where Calls other than Calls to geographic number ranges commencing with the digits 01,02 or 03 are:
      - (a) made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such an entity; and
      - (b) results in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of telecommunications systems.
    - Working Day:** a day (other than a Sunday or a public holiday) when banks in London are open for business.
    - Call:** means a signal, message or communication which is silent, spoken or visual on each mobile telephone number that the Supplier agrees to provide the Customer with under these Conditions.
    - Commencement Date:** has the meaning set out in clause 2.2.
    - Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.8.
    - Connected:** means the procedure by which the Customer is connected to the Services once Activated.
    - Contract:** the contract between the Supplier and the Customer for the supply of Equipment and/or Services in accordance with these Conditions.
    - Contract Price:** means the total of the charges paid and those due to be paid under the Contract, as set out in the Order.
    - Coverage Areas:** means the areas covered by the Services found on the Supplier's website via the following link [www.networktelecom.co.uk/solutions/mobile-phone-solutions](http://www.networktelecom.co.uk/solutions/mobile-phone-solutions), a hard copy of which can be provided upon request.
    - Customer:** the person who purchases the Equipment and/or Services from the Supplier.
    - Customer Support Team:** the Supplier's support network for use by the Customer in the event the Customer requires support in relation to the Services or Equipment as follows: Mobiles Department, 0800 097 6543.
    - Deliverables:** the deliverables set out in the Order.
    - Delivery Location:** has the meaning set out in clause 4.2.
    - Force Majeure Event:** has the meaning given to it in clause 17.1(a).
    - Emergency Calls:** calls to emergency services using either the number 999 or 112.
    - Emergency Plan:** means the plan that the Supplier may be required to provide as a result of the Supplier, the Network or the mobile network operator's obligations under General Conditions section 45 of the Communications Act 2003 and the Civil Contingencies Act 2004, or any other similar obligatory legislation.
    - End Users:** means a person using the Equipment or Services who, if not the Customer, is an authorised employee or contractor of the Customer.
    - Equipment:** the equipment (or any part of them) set out in the Order.
    - Fair Use Policy:** the Supplier's policy in relation to the use of the Services which can be accessed on the Supplier's website via the following link [www.networktelecom.co.uk/solutions/mobile-phone-solutions](http://www.networktelecom.co.uk/solutions/mobile-phone-solutions), or alternatively a hard copy provided on the Customer's request.
    - Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
    - PAC Code:** the code required by the Customer to transfer a mobile telephone number to an alternative mobile network operator.
    - Regulatory Authority:** means Ofcom, the independent regulator and competition authority for the UK communications industries.
    - Roaming Package:** means the data bundles including data usage abroad, details of which can be found on the Supplier's website.
    - Services:** the mobile services provided by the Supplier, which in turn are supplied by the Network Provider.
    - Network:** the mobile network used to provide the Services under the Order form providing the network services.
    - Network Provider:** the provider used by the supplier to provide the services from the Network, including the provider of BlackBerry services.
    - Order:** the Customer's order for the supply of Equipment and/or Services, as set out in the Customer Order Form, attached herewith.
    - Overseas Networks:** means a telecommunications provider outside the UK mainland used (but not controlled) by the Supplier in providing Services to Customers overseas.
    - Reactivation Charge:** means the set fee of £35 payable by the Customer to reactivate the Services after suspension under clause 10.1.
    - Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order.
    - SIM-only Tariff:** a tariff whereby the only Equipment purchased is a SIM for use with the Customer's own handset.
    - SIM or SIM Card:** means a card, supplied by the Supplier, which enables the End User/ Customer to access the Services.
    - Supplier:** Network Telecom (UK) Ltd registered in England and Wales with company number 04021816.
  - 1.2 **Construction.** In these Conditions, the following rules apply:
    - (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
    - (b) a reference to a party includes its [personal representatives,] successors or permitted assigns;
    - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
    - (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
    - (e) a reference to **writing** or **written** includes faxes and e-mails.
  2. **BASIS OF CONTRACT**
    - 2.1 The Order constitutes an offer by the Customer to purchase the Equipment and/or Services in accordance with these Conditions.
    - 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**), subject to a seven day cooling off period.
    - 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement or promise made or given by the Supplier which is not set out in the Contract.
    - 2.4 Any descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Equipment or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
    - 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
    - 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of one month from its date of issue.
    - 2.7 All of these Conditions shall apply to the supply of both Equipment and Services, except where application to one or the other is specified.
  3. **EQUIPMENT**
    - 3.1 The Equipment is detailed in the Order and any further information on the Equipment can be accessed by contacting the Supplier on 0800 097 6543, and can also be obtained on the relevant manufacturer's website.
    - 3.2 The Equipment shall be delivered with the specification of the Equipment if required by the manufacturer or any applicable statutory or regulatory requirements.
    - 3.3 The Equipment provided shall be locked to the Network and during the term of the Contract the Equipment may only be unlocked by an authorised representative of the Supplier.
    - 3.4 In the event the Customer requires any of the Equipment to be unlocked the Customer should contact the Supplier, whom on request shall arrange for the handset to be unlocked from the Network. This may result in the replacement of the Equipment, which the Supplier shall endeavour to replace with the same, or if not available, Equipment of a similar specification.
    - 3.5 The Equipment may not be unlocked where there are no amounts outstanding to the Supplier and shall be subject to an administration charge.
    - 3.6 In the event that the Equipment is to be replaced by the Supplier the Supplier reserves the right to supply replacement equipment of a similar specification, but not necessarily the same, subject to stock availability.
    - 3.7 The following conditions shall only be applicable to SIM Cards:-
      - (a) Clause 3.3 through to 3.5 shall not be applicable on a SIM-only Tariff;
      - (b) in the event the Customer takes out a SIM-only tariff, the Customer shall be responsible for the unlocking of the handset and the Supplier shall not be liable for any direct or indirect costs as a result of the Customer unlocking their handset for use with the SIM supplied by the Supplier;
      - (c) the SIM cards may only be used by End Users;
      - (d) the SIMs may only be used in handsets which are enabled for Services and are authorised by the Supplier for connection to the Network;
      - (e) in the event unauthorised handsets are used the Supplier, the Network and the Network Provider shall not be liable for any such damage or usage problems.
      - (f) in the event a SIM is lost, stolen or damaged the Supplier must be informed as soon as is reasonably practicable;
      - (g) in the event of a lost or stolen SIM Card:
        - (i) the Customer shall be liable up to the time the Customer informs the Supplier that the SIM Card is lost or stolen; and
        - (ii) following such notification the SIM will be barred for all usage.
      - (h) any damage resulting from SIM Card usage in unauthorised handsets, may result in damage to the handset which may prevent its usage and the ability to make Emergency Calls; and
      - (i) in the event the Customer requires a replacement SIM, where the SIM has been lost or damaged, the Supplier shall issue the Customer with a replacement for a set fee of £5.
  - 3.8 **BlackBerry Equipment**

**Customers using their existing BlackBerry Enterprise Server (BES) or BlackBerry Enterprise Express Server (BESX) should note that the Supplier's BlackBerry Services DO NOT extend to the following:-**

    - (a) Management of existing BlackBerry server software such as BlackBerry Enterprise Server (BES) and BlackBerry Enterprise Express (BESX) including but not limited to:
      - (i) Mail synchronisation i.e. if email synchronisation is partial or inconsistent;
      - (ii) Calendar i.e. if calendar synchronisation does not work both ways / duplicates;
      - (iii) Contacts transferred or not transferred between PC and device;
      - (iv) Server Routing Protocol Connection i.e. server SRP dropped so server does not talk to BlackBerry Network;
      - (v) Connection to database i.e. server having issues with MAPI/CDO or talking to mail server;
      - (vi) Permissions i.e. BES/BESX admin account permissions may cause issues;
      - (vii) Mail server issues i.e. any issues on your mail server affecting mail flow;
      - (viii) Enterprise activation i.e. setting up and helping users with enterprise activations;
      - (ix) Device password i.e. setting and deploying device passwords;
      - (x) Add/remove and managing users that are on the server at any given time;
      - (xi) Re-Load User i.e. re-loading accounts if required to help fix certain issues;
      - (xii) Separate messaging agent i.e. put user on their own agent to analyse logs for a individual user;
      - (xiii) Delete i.e. remove user and all database settings;
      - (xiv) Nuke i.e. kill device, erase all data and disable SIM remotely if device lost/stolen;
      - (xv) Service books i.e. remove and resend service books required to fix some issues;
      - (xvi) User information pull i.e. pull details from the server on user if required;
      - (xvii) IT Policy i.e. setting up specific control policies for security and usage;
      - (xviii) Software Configuration i.e. setting up configurations for user's devices forcing apps; and
      - (xix) Log investigation. Investigate issues in Log files to pinpoint causes and find resolutions.

- (b) Diagnosis and rectification of any fault or issue that may arise on your BES or BESX software;
  - (c) Configuration of supplied BlackBerry devices over and above required network settings for use with our offering;
  - (d) BlackBerry devices not supplied through Network Telecom (UK) Limited;
  - (e) 3rd applications downloaded by the user on any device; and
  - (f) Attachment and management of additional accessories used, unless supplied through Network Telecom (UK) Limited.
- BY SIGNING THE ORDER, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND ACCEPT THE EXTENT OF THE NETWORK TELECOM (UK) LIMITED BLACKBERRY OFFERING AND WHAT WE WILL NOT COVER.
4. **DELIVERY OF EQUIPMENT**

The Supplier shall ensure that:

  - (a) each delivery of Equipment is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable); and
  - (b) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Equipment is ready.
- 4.3 Delivery of the Equipment shall be completed on the Supplier's arrival at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions, or any other instructions that are relevant to the supply of the Equipment.
- 4.5 If the Supplier fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of similar description and quality in the cheapest market available, less the price of the Equipment.
- 4.6 If the Customer fails to take delivery of the Equipment within 10 Working Days of the Supplier 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 Supplier's failure to comply with its obligations under the Contract in respect of the Equipment:
  - (a) delivery of the Equipment shall be deemed to have been completed at 9.00 am 10 Working Days following the day on which the Customer failed to take delivery of the Equipment; and
  - (b) the Supplier shall not be liable until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If 10 Working Days after the Customer failed to take delivery of the Equipment the Customer has not accepted or taken delivery of it, the Supplier may resell or otherwise dispose of part or all of the Equipment.
- 4.8 The Supplier may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. **QUALITY OF EQUIPMENT**

The Supplier shall pass on the benefit of the warranties provided by the relevant manufacturers and warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Equipment shall:

  - (a) conform with their description;
  - (b) be free from material defects in design, material and workmanship;
  - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
  - (d) be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
  - (a) the Customer gives notice within 24 hours of receipt of the new unused Equipment, that it does not comply with the warranty set out in clause 5.1 then the Supplier shall replace the Equipment free of charge; or
  - (b) if the Customer gives notice within a reasonable time that used Equipment does not comply within the warranty set out in clause 5.1 then the Supplier shall (at its option) repair or replace the used Equipment; or
  - (c) if the Customer notifies the Supplier in writing within 28 Working Days of receipt of the Equipment that it does not operate, following such notification, the Supplier shall (at its option) repair or replace the Equipment as soon as reasonably practicable; or
  - (d) the Customer gives notice in writing during the Warranty Period that some or all of the Equipment becomes faulty in that it does not comply with the warranty set out in clause 5.1, for reasons other than through the Customer's acts or omissions or misuse the equipment should be returned to the Supplier at the Supplier's cost on which the Supplier will (at its option) repair or replace the Equipment; and
  - (e) replacement of the Equipment shall be subject to availability and in the event the same Equipment is unavailable the Supplier shall endeavour to replace with Equipment of a similar specification.
- 5.3 The Supplier shall not be liable for the Equipment's failure to comply with the warranty in clause 5.1 if:
  - (a) the defect arises because the Customer failed to follow the manufacturer's written instructions as to the storage, installation, use or maintenance of the Equipment or (if there are none) good trade practice; or
  - (b) the Customer alters or repairs such Equipment without the written consent of the Supplier; or
  - (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - (d) the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
  - (e) the Equipment is out of the Warranty Period.
- 5.4 Except as provided in this clause 5, the Supplier shall have no further liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Equipment supplied.
- 5.6 The Supplier does not manufacture the Equipment and save for clauses 5.1 and 5.2 the Suppliers excludes, to the fullest extent permissible by law, all warranties and terms and conditions in relation to the Equipment.
- 5.7 The Supplier shall pass on the benefit of any warranties obtained from the manufacturer of the Equipment supplied, however on expiry of the Contract, any commitment that we have to liaise with the manufacturer in respect of any warranty claim shall cease.
6. **TITLE AND RISK**
  - 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
  - 6.2 Title to the Equipment shall not pass to the Customer until conclusion of the Contract provided no amounts are outstanding, save for the title in Equipment which is fully paid for on the Commencement of the Contract shall pass.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
  - (a) maintain the Equipment on a satisfactory basis at the Supplier's bailment;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
  - (c) maintain the Equipment in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(i); and
  - (e) give the Supplier such information relating to the Equipment as the Supplier may require from time to time, and the Customer and where applicable End Users, shall keep in their possession and MAY NOT release or otherwise dispose of any Equipment within the duration of this Contract.
- 6.4 If before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(i), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Equipment and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is held in order to recover them.
7. **NUMBER ALLOCATION AND ACCESS**
  - 7.1 Mobile telephone numbers shall be allocated to the Customer for access to the Services only, including access to Emergency Services.
  - 7.2 The Supplier may reallocate or change allocated mobile telephone numbers as result of changes in legislation or at the request of the Regulatory Authority.
  - 7.3 In the event of implementation of clause 7.2 the Supplier will use all reasonable endeavours to minimise any disruption to the Services.
  - 7.4 The Supplier reserves the right to withdraw allocated mobile telephone numbers as a result of the Customer's failure to comply with these Conditions.
  - 7.5 Subject to clause 12, the Supplier will transfer a mobile telephone number, on request of the Customer, to a Network Provider within one working day, from the time the Customer supplies the new Network Provider with the PAC Code for that mobile telephone number.
  - 7.6 In the event that the Supplier is unable to complete the transfer of the requested mobile telephone number within one working day as a result of a delay or fault in the porting process the Supplier shall compensate the subscriber accordingly.
  - 7.7 Details of the compensation scheme in the event of clause 7.6 can be found on the Supplier's website via the following link <http://www.networktelecom.co.uk/solutions/mobile-phone-solutions>.
8. **SUPPLY OF SERVICES**
  - 8.1 The Supplier shall provide the Services to the Customer in accordance with the Order and these Conditions in all material respects.
  - 8.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or the Regulatory Authority, or which does not materially affect the nature or quality of the Services, and the Supplier shall in any such event provide the Customer with one month's notice.
  - 8.3 The maintenance undertaken by the Customer shall be provided using reasonable care and skill.
  - 8.4 In the event the Customer experience difficulties with the Services the Customer should inform the Supplier's Customer Support Team as soon as reasonably practicable to allow the Supplier to rectify problems the Customer may be experiencing.
  - 8.5 Further details of the Services provided by the Supplier can be accessed by contacting the Mobiles Department on 0800 097 6543, and a hard copy can be provided on the Customer's Request.
9. **COVERAGE OF SERVICES AND LIMITATIONS**
  - 9.1 Once the Services are Connected, the Supplier shall use reasonable endeavours to provide the Customer with the Services and to ensure the security of the Customer's communications via the Services at all times.
  - 9.2 The Customer grants the Supplier, its Network and Network Provider with a royalty free perpetual worldwide licence to store, transmit or otherwise deal with any content uploaded on the Services, this shall allow the Customer to upload, send and receive content using the Services.
  - 9.3 The Supplier may:
    - (a) change or withdraw some, or part, of the Services from time to time in the event of technological changes, obsolescence, difficult or new product features, change in content provider or in the event of the necessity to remove, replace or modify content; or
    - (b) change the method in which the Services are presented and delivered to the Equipment or otherwise made available to the Customer; and
  - 9.4 The Supplier shall provide reasonable notice to the Customer where practicable.
  - 9.5 Service quality may be affected by, but not limited to, the following events from time to time:-
    - (a) upgrades undertaken by the Supplier, the Network or Network Provider;
    - (b) maintenance undertaken by the Supplier, the Network or Network Provider; or
    - (c) other necessary work on the Network or Services undertaken by the Supplier, the Network or Network Provider;
    - (d) moving outside the video service area whilst on a call;
    - (e) moving outside Coverage Areas;
    - (f) technical failure of the Network;
    - (g) in the event the Supplier has to implement procedures to safeguard the security and integrity of the Network or to reduce the incidence of fraud;
    - (h) where Artificially Inflated Traffic has been identified;
  - 9.6 The Supplier shall:
    - (i) traffic shaping procedures undertaken by the Network or Network Provider (details of which can be obtained from the Network or Network Provider);
    - (j) due to Emergency Planning Measures; or

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(k) other factors outside the control of the Supplier, including but not limited to the following:-  
 (i) features or functionality of handsets;  
 (ii) incapacity;  
 (iii) faults in other communications networks;  
 (iv) weather or radio interference;  
 (v) physical obstructions to signal such as tunnels and hills.

The Supplier shall endeavour to keep any disruptions to a minimum and shall provide the Customer with notice where reasonably practicable.

9.5 Coverage quality for certain Services comprising of the following areas:-  
 (a) video services area; and  
 (b) voice and picture message area shall be limited to the Coverage Areas, defined within clause 1.1 of these Conditions.

9.6 The Supplier shall use reasonable endeavours to provide access to Overseas Networks, however, the Supplier cannot guarantee the performance of Overseas Networks.

9.7 Customers travelling outside the UK that do not have a Roaming Package will incur excess charges. The Supplier recommends Customers notify the Customer Support Team before travelling to ensure their Roaming Package sufficiently covers their stay and in the event the Customer does not have a Roaming Package contact the Supplier for information on excess charges.

10. **SUSPENSION OF SERVICES**  
 10.1 The Supplier may suspend any or all of the Services provided to the Customer if:-  
 (a) the Supplier reasonably believes that the Customer has provided the Supplier with false or misleading details;  
 (b) where excessive use of the Services, as defined with the Supplier's Fair Use Policy, is causing problems for other users of the Services and on notice from the Supplier;  
 (c) the Supplier reasonably believes that the Equipment has been lost, stolen or is being used by an unauthorised person;  
 (d) the Supplier reasonably believes that the Services or Equipment have been used illegally such as defined in section 127 of the Communications Act 2003 in relation to the improper use of public electronic communication networks (**Improper Use**);  
 (e) the Supplier reasonably suspects fraudulent, criminal or other illegal activities using the Services or Equipment are to be carried out;  
 (f) the Supplier receives a serious complaint against the Customer, which after investigation, is found to result to Improper Use;  
 (g) the Supplier is obligated to suspend the Services by the Emergency Services, Regulatory Authority or other government authority;  
 (h) Equipment is unlocked in an unauthorised manner where the relevant Charges due have not been paid in contravention of these Conditions;  
 (i) the Supplier reasonably believes that the Services are being used for a voice over internet protocol, or similar service; a SIM has been inactive for over six months;  
 (j) the Supplier reasonably suspects the Customer is using a GSM Gateway;  
 (k) the Customer's usage adversely affecting the operation of the Network or any third party network, or the provision of the Services by the Supplier to any other user; and  
 (m) the Customer persistently fails to pay any amount due under this Contract on the Due Date for payment.  
 The Supplier shall endeavour to provide reasonable notice, where reasonably practicable, in the event the services are to be suspended.

10.2 In the event the services are suspended under clause 10.1 the Customer shall still be able to make Emergency Calls, however this facility may not be available where suspended under clause 10.1 (g).

10.3 The Services may not be reactivated, where reasonable, on request of the Customer and in the event of reconnection the Customer will incur, where reasonable, a Reactivation Charge.

11. **CUSTOMER'S OBLIGATIONS**  
 11.1 The Customer shall:  
 (a) ensure that the terms of the Order are complete and accurate;  
 (b) co-operate with the Supplier in all matters relating to the Services;  
 (c) provide the Supplier with such information as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;  
 (d) ensure that the Equipment and Services to their End Users;  
 (e) be responsible for ensuring the compliance of End Users with these Conditions, and all applicable laws and codes of practice, which may vary from time to time including but not limited to, the Communications Act 2003;  
 (f) ensure compliance with the Supplier in relation to any request for information by the Regulatory Authority, including but not limited to, section 135 and section 136 of the Communications Act 2003 or any other government authority legislative requirement;  
 (g) ensure that any logo on the Equipment is not obscured or removed and that the Equipment is not defaced;  
 (h) ensure that the Equipment and Services are not used in a way that is illegal or otherwise prohibited;  
 (i) not tamper with or attempt to service or repair the Equipment, nor allow any other party to do so, other than the Supplier; not do anything that would bring the Network into disrepute and in the event of a breach of these Conditions:-  
 (i) the Supplier shall notify the Customer, where reasonably practicable, of the alleged breach of these Conditions, in particular this clause 8.1;  
 (ii) the Supplier shall be entitled to suspend the End User's use of the Services during the period of the breach;  
 (iii) during the period of suspension the Customer shall continue to pay the charges due under the Contract; and  
 (iv) in the event of re-instatement of the Services this may be subject to a payment of a Reactivation Charge.

(k) **SECURITY**  
 (i) the SIM supplied by the Supplier shall be kept safe and secure so that they can be returned to the Supplier at any time the Supplier reasonably requests, as the Supplier shall charge the Customer for any replacement SIM, saves as for in the event the SIM is defective; and  
 (ii) All PINs and passwords shall be kept secure and confidential at all times (guidance on which can be found in the manufacturer's user guide) and in the event it becomes apparent that an unauthorised person is accessing the Services, the relevant PINs and Password should be changed immediately.  
 (l) ensure Age Restricted Services are deactivated for End Users under 18 years of age;  
 (m) shall only use Equipment authorised for use on the Network;  
 and the Customer shall be fully responsible for all End Users compliance with these Conditions.

11.2 If the Supplier's performance of any of its obligations in respect of the Services are prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):  
 (a) the Supplier shall without limiting its other rights or remedies 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 its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;  
 (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 11.2; and  
 (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

12. **CHARGES AND PAYMENT**  
 12.1 The price of Equipment shall be the price as set out in the Order. The price of the Equipment is inclusive of all costs and charges of packaging, insurance and transport of the Equipment.  
 12.2 The charges for Services shall be as set out in the Order and in the event the Customer exceeds the data limits for the Services, set out in the Suppliers Fair Use Policy, then the Supplier reserves the right to incur further charges on the Customer's account and reserve the right to remove or refuse to send or store content on behalf of the Customer.  
 12.3 The Supplier reserves the right to increase its tariff rates for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase three months before the proposed increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within one month of the date of the Supplier's notice and the Customer shall have the right, without limiting its other rights or remedies, to terminate the Contract without incurring a termination charge.  
 12.4 In respect of Equipment, the Supplier shall invoice the Customer on or at any time after completion of delivery, where applicable. In respect of Services, the Supplier shall invoice the Customer monthly in arrears.  
 12.5 The Customer shall pay each invoice submitted by the Supplier by standing order:  
 (a) by the due date as specified on the invoice; and  
 (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and the time for payment shall be of the essence of the Contract.  
 12.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.  
 12.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 6 per cent per annum above the then current Barclays's bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.  
 12.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount payable by the Customer against any amount payable by the Supplier to the Customer.

13. **INTELLECTUAL PROPERTY RIGHTS**  
 13.1 All Intellectual Property Rights in or arising out of or in connection with the Equipment and Services shall be owned by the Supplier.  
 13.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Equipment and Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

14. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**  
 14.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:  
 (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;  
 (b) fraud or fraudulent misrepresentation;  
 (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);  
 (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or  
 (e) defective products under the Consumer Protection Act 1987.  
 14.2 Subject to clause 14.1:  
 (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and  
 (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed the full Contract Price.

14.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.  
 14.4 This clause 14 shall survive termination of the Contract.

15. **TERMINATION**  
 15.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:  
 (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within one month after receipt of notice in writing of the breach;  
 (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section

123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order:  
 (i) a creditor of the other party commences proceedings or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;  
 (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);  
 (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;  
 (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;  
 (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(b) to clause 15.1(i) (inclusive);  
 (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or  
 (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

Without limiting its other rights or remedies, the Supplier may terminate the Contract at any time by giving the Customer three months' written notice and the Supplier may terminate on one month's written notice if:-  
 (a) the Customer persistently fails to pay any amount due under this Contract on the Due Date for payment; or  
 (b) the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(i), or the Supplier reasonably believes that the Customer is about to become subject any of them.  
 The Customer may terminate the Contract by giving the Supplier not less than one month's written notice, subject to clause 16.  
 If at the end of the Contract the Customer wishes to renew their Contract with the Supplier they should give notice to the Supplier, upon which a new contract may be commenced with the Customer.

16. **CONSEQUENCES OF TERMINATION**  
 On early termination of the Contract:  
 (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest at the rate specified in the relevant charges due for the Services under the Contract but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;  
 (b) the Customer shall return all of the Equipment provided and any Deliverables which have not been fully paid for, where requested. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.  
 (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and  
 (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. **GENERAL**  
 17.1 **Force majeure:**  
 (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.  
 (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.  
 (c) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Equipment for more than six months, the Customer shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

17.2 **Assignment and subcontracting:**  
 (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.  
 (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.3 **Notices:**  
 (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.  
 (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, or sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Working Day after transmission.  
 (c) This clause 17.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

17.4 **Waiver and cumulative remedies:**  
 (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.  
 (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

17.5 **Severance:**  
 (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.  
 (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.  
 17.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.  
 17.8 **Variation:** Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.  
 17.9 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**THE SUPPLIER'S CODES OF PRACTICE AND DISPUTE RESOLUTION ARE AVAILABLE AT THE FOLLOWING LINK [WWW.NETWORKTELECOM.CO.UK](http://WWW.NETWORKTELECOM.CO.UK) (A HARD COPY SHALL BE AVAILABLE AT THE CUSTOMER'S REQUEST).**