

These terms and conditions (the "conditions") govern your use of the Service (as defined below). The Service is supplied by Unified World Communications Limited, Company Number 01656462; Registered Office is at Communications Experience Centre, Challenge Way, Greenbank Technology Park, Blackburn, BB1 5QB (the "Company").

### 1. DEFINITIONS

#### 1.1. In this Agreement, the following words have the following meanings:-

**"Agreement"** shall have the meaning ascribed on the Front Sheet of this Agreement;

**"Agreement Date"** means the date on which the Company Accepts an Order from the Customer requesting provision of the Service which for the avoidance of doubt will be the date of the Welcome Letter sent to you by the Company;

**"Authorised User"** means, in relation to E-Bill Presentment, the individual(s) appointed by the Customer as responsible for the payment of the Company online invoices and as such granted access rights to the Customer's E-Bill presentment;

**"BT"** means British Telecommunications PLC (Company Number 1800000);

**"Business Days"** means Monday to Friday between the hours of 09:00 and 17:00, excluding Public UK holidays;

**"Business Tariff Guide"** means the business tariff guide which forms part of this Agreement, as set out in your order;

**"Carrier"** means any supplier of telecommunications services utilised by the Company to assist in the delivery of the Services;

**"Charges"** means any of the charges (including without limitation and supplementary charges pursuant to Clause 3.7) payable by the Customer for the provision of the Services pursuant to this Agreement as set out in your order;

**"Company Equipment"** means any equipment provided by the Company or a third party on behalf of the Company at the Customer premises in order to provide the Services, including but not limited to cabling and ducting, comprised in the Company System;

**"Company System"** means the telecommunications system and network operated by the Company in accordance with the General Conditions or other such permission granted to the Company as may be amended from time to time and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, the Company from a third party;

**"Customer"** means the person named as the customer on the front sheet of this Agreement;

**"Customer Apparatus"** means any apparatus situated at the Customer premises, not supplied by the Company and which is used by the Customer, either directly or indirectly in conjunction with the Company equipment in order to obtain the Services;

**"Customer Premises"** means the premises of the Customer specified in Schedule 1;

**"Unified World"** means the brand name utilised by the Company in the provision of certain products and services and any other associated brand used by the Company;

**"E-Bill presentment"** means the online data access services provided, at the discretion of the Company, to the Customer to enable the Customer to access via the Internet the

**"Existing Telephone Line"** means a telephone line and any associated calling and network features which are being provided by another service provider on the Agreement date;

**"Front Sheet"** means the document which names the Customer and which forms part of this Agreement;

**"Gaining Letter"** means the letter which we will send in the case where we take over an existing telephone line and documents the telephone number(s) and the retained calling and network features of the Service which you have ordered unless you ask us not to send a letter.

**"General Conditions"** means the general conditions of entitlement as set out in the notification issued by the Director General for Telecommunications on 22<sup>nd</sup> July 2003, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said act, as may be amended from time to time;

**"Initial Period"** means the initial period in respect of each Service provided under this Agreement which, unless specified otherwise on the Front Sheet of this Agreement, shall be no less than 12 months from the relevant Service Commencement Date;

**"Initial Term"** means the minimum initial period for which the Agreement shall operate as specified on the Front Sheet, which in any case shall be no less than 12 months from the first Service Commencement Date;

**"Intellectual Property Rights"** means any and all patents, trademarks, trade names, service marks, copyrights, rights in design (whether registered or unregistered), database rights, know-how and any other intellectual property rights of any kind, anywhere in the world;

**"Internet"** means, in relation to E-Bill Presentment, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

**"New Telephone Line"** means a new telephone line and any associated calling and network features which the Customer requests from the Company, as detailed in Schedule 1;

**"Order"** means the application which you place for the provision of the Services by ordering by telephone or such alternative method as applicable from time to time;

**"Order Form"** means the form that identifies the Services to be provided to you under this Agreement which is completed when you submit an Order.

**"Schedule"** means the schedule(s) forming part of this Agreement;

**"Services"** means the calls and lines services comprised of the rental of an analogue or digital (ISDN2 or ISDN30) telephone line, together with any calling and network features on that telephone line, to be provided by the Company either on Existing Telephone Line(s), as detailed in Schedule 1, in which case any calls made, calling and network features that exist on the telephone line at the time of transfer shall be provided if possible or on a New Telephone Line of a type and with features as detailed in Schedule 1 and Service shall be construed accordingly;

**"Service Commencement Date"** means the date(s) the Company advises the Customer the Services are available from;

**"Small Business Customer"** has the meaning as set out in the OFCOM General Conditions from time to time and currently means a customer who is neither himself a communications provider, nor a person who is such a customer in respect of an undertaking carried on by him for which more than 10 individuals work (whether as employees or volunteers or otherwise).

**"Standards of Service"** means the standard of service document which forms part of this Agreement;

**"Subsidy"** means any money that Unified World Communications invests in the Customer's account (including cash bonus, connection bonus, Technology Fund), Equipment discount and any other sum of money paid to the Customer by Unified World Communications whilst this Agreement is in force and excluding any credit, rebate or discount to Access Fees or discount to airtime charges; <>

**"Technology Fund"** means any subsidy that is to be applied in the form of credits to Customer's Unified World Communications account to fully or partially offset the cost of certain Equipment sold to Customer at Unified World Communication's Standard List Price.

**"Welcome Letter"** means the letter which the Company will send you, attaching a copy of your Agreement;

**"We" "Us" and "Our"** means the Company and belonging to the Company as the case may be;

**"You" and "Your"** means the Customer who orders the Service and belonging to the Customer as the case may be.

2. The headings of this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. Any reference to words importing the singular only also includes the plural and vice versa where the context requires.

4. The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

### Duration

2.1. This Agreement shall come into effect on the Agreement Date and shall continue in full in the force and effect for the Initial Term and thereafter shall revert to a month to month contract. Should a Small Business Customer fail to renew their Agreement prior to the Minimum Term, the company reserves the right to set the tariff to the standard published rates as available on our website.

2.2. The Company shall use its reasonable endeavours to provide the Service by Service Commencement Date or such later date as may be notified to the Customer by the Company, subject to the Customer obtaining (at their own expense) all consents, approvals servitudes, rights of way necessary for the provision of the Services to the Customer Premises and other similar rights relating to installation of the Company Equipment.

2.3. In the event that the Company agrees to provide new or additional services or change the Services (including without limitation upgrades or re-grades to the Services or moving the Services to other customer premises) under this Agreement at the request of the Customer a new initial period of twelve (12) months shall apply to each new, additional or changed services from the new service commencement date as advised by the Company.

2.4. If you move from the Customer Premises detailed in this Agreement at the relevant Service Commencement Date or otherwise try to amend any Service(s), the Company shall be entitled to invoice you for the Charges which would have been payable by you for the balance of the Initial Period in relation to the Service(s) so affected. If you wish to receive the Service at a new location, you are required to start a new contract for Service at your new premises.

### Charges

3.1. The Customer shall pay, without any deduction, withholding or set-off whatsoever, to the Company, the Charges set out in your order. The Line Rental Charges and Feature Rental Charges, both as detailed in the Business Tariff Guide, are payable monthly in advance. All other Charges are payable monthly in arrears. Payment must be made using the methods specified by you when submitting your Order.

3.2. The Company may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services): (a) where required to comply with applicable law or regulation; (b) by introducing an increase to all or any Charges by an amount up to or equal to the UK Retail Price

Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year. If the RPI rate is a decrease, Charges will not be reduced and if that index is not published for the given month, the company may use a substituted index or index figures published by that office for that month. The customer will not have the right to terminate this agreement as a result of changes.

- 3.3. The Company shall issue or make available invoices to the Customer at the intervals and in the manner as set out in this Agreement. At its discretion the Company may issue paper, online or other manner of invoices to the Customer, by post to the Customer's billing address (paper invoices), or by email notification to the Customer's email address (online invoices) notifying the Customer of the availability of the invoice on the Internet or such other addresses notified to the Company by the Customer from time to time. Payment shall be due within 30 days of issue or notification of availability of the invoice to the Customer (the "Due Date") or as otherwise specified in the Agreement, regardless of whether the Customer has accessed the online invoice or read the email notification.
  - 3.4. The Customer acting in good faith shall notify the Company in writing of any disputed invoice amount within ten (10) days of the date of the invoice. If any undisputed amount payable by the Customer remains unpaid after the Due Date, then the Company shall be entitled to charge interest (whether before or after judgement) at the annual rate of 3% above the base lending rate of Barclays Bank PLC for the time being accruing on a daily basis until payment of such amount and all accrued interest is made in full.
  - 3.5. The Customer shall not be entitled to any reduction in the Charges in the event that it does not use all or any part of the Services.
  - 3.6. All amounts payable by the Customer are exclusive of Value Added Tax and the Customer shall pay in addition any Value Added Tax applicable thereto from time to time.
  - 3.7. The Charges set out in this Agreement are subject to survey prior to installation of the Service. Where following such survey:
    - 3.7.1. in order to meet the Customer's requirements the Company reasonably considers it appropriate or necessary in the circumstances to provide the Service, wholly or in part, utilizing non-standard equipment, more expensive methods or requiring additional work that it normally incurs; or
    - 3.7.2. at the Customer's request, the Service is provided at greater expense by reason of the type of materials used, the duration or the manner of installation, than the Company normally incurs;
 then the Company may in addition to the Charges set out in this Agreement, determine a supplementary rate of connection or rental charge or both to be payable in relation to the relevant Service.
  - 3.8. The Company will inform the Customer by notice in writing of such supplementary charges and the Customer may, in a case where Clause 3.7.1 applies, within seven (7) days of the date of the Company's notice cancel the Service by written notice to the Company stating the reason for the termination in accordance with the notice process set out in Clause 17. If no notice is received by the Company within the time limit you will be deemed to have accepted such supplementary charges.
  - 3.9. A rate of rental or other charge determined under Clause 3.7 may be in addition to or instead of any applicable Charges for Service set out in this Agreement.
  - 3.10. Where an appointment is agreed with the Company for work to be carried out at Customer Premises and the Company is unable to carry out the work at, or gain access to, the Customer Premises or the appointment is broken (unless due to the Company's error), the Company may charge the Customer an abortive visit charge.
  - 3.11. Where the Customer has failed to agree with the Company an appointment date within thirty days (30) from the previously agreed appointment date, the Company may, where the Company is not at fault, cancel any work at the Customer's Premises. If the Company may, where the Company is not at fault, cancel any work at the Customer's Premises. If the Company cancels the request for work at the Customer's Premises in accordance with this Clause, the Customer must pay the appropriate cancellation charges.
  - 3.12. If the Company carries out work in response to a fault in the Service reported by the Customer and following such work the Company determines that (i) there is no fault found in the Service or (ii) the fault was due to an act or omission of the Customer, or (iii) the fault was due to the Customer Apparatus, then the Company shall be entitled to charge the Customer for any such work carried out.
  - 3.13. Save in the case of demonstrable error all Charges shall be calculated in accordance with data recorded or logged by, or on behalf of, the Company.
- 4. Equipment**
- 4.1. Title to the Equipment will not pass to the Customer until the Company has received payment in full, including any relevant VAT. The risk in the Equipment will pass to the Customer upon delivery and the Customer is responsible for any loss or damage after the Equipment has been delivered to the address, nominated by the Customer.
  - 4.2. Where equipment has been given to the Customer as Funding, the Customer acknowledges that property in this equipment never passes to the Customer and it is a condition of this contract that such equipment is returned to the Company if the Customer disconnects or downward migrates during the contract term. After the contract term the Customer has an opportunity to purchase the equipment from the Company at the original cost price, less 50%, or return the equipment in

working order. If the equipment is not in working order the Customer agrees to pay the original cost price, less 50%. This will be invoiced by the Company and the Customer agrees this invoice is payable on presentation.

- 4.3. Notwithstanding Clause 4.1, the Customer shall be responsible for ensuring at all times the safekeeping and proper use of the Company Equipment after delivery and installation at the Customer Premises. The Customer shall be responsible for all loss, damage, or destruction to the Company Equipment while it is situated on the Customer Premises, other than in the case of loss, damage or destruction caused by an act of omission of the Company. The Customer will notify the Company immediately of any such loss or damage, in particular without prejudice to the generality of the foregoing) you undertake:
  - 4.3.1. to keep the Company Equipment at the Customer Premises and not to move it;
  - 4.3.2. to comply with all instructions as the Company may notify to you and/or with the manufacturer's instructions relating to the Company Equipment;
  - 4.3.3. to refrain from altering, adjusting, repairing, maintaining or otherwise interfering in any way with the Company Equipment except by an authorised representative of the Company unless the Company has given its written consent, save in the case of the emergency and provided that the Customer advises the Company forthwith thereafter of the emergency action taken and circumstances requiring it. The Customer shall indemnify the Company against any losses the Company may incur due to such Customer action;
  - 4.3.4. not to cause any equipment to be connected (directly or indirectly) to the Company Equipment or used with the Service which is not technically compatible with the service, or is not approved for that purpose under any relevant legislation or telecommunications industry standards;
  - 4.3.5. not to do anything nor to allow to subsist any circumstances likely to damage the Company Equipment or detract from or impair its performance or operation and not to add, modify, or in any way interfere with or impair the performance of the Company Equipment or prevent easy access to it; and
  - 4.3.6. not to attempt to sell, transfer, dispose of, let, mortgage or charge the Company Equipment or suffer any distress, seizure or execution to be levied against the Company Equipment or otherwise do anything prejudicial to the Company or the owner's rights in the Company Equipment.
- 4.4. The Customer shall adequately insure the Company Equipment situated on the Customer Premises or within its control and will provide written evidence of such insurance to the Company on request.
- 4.5. The Company shall have the right to modify or replace the Company Equipment or any part thereof provided that such modification or replacement is carried out at the Company's expense and does not materially impair the provision of the Services.
- 4.6. The Customer shall at its own expense provide and maintain for the duration of this Agreement, a suitable environment, accommodation, facilities and electrical power in accordance with the relevant standards and regulations in order for the Company to be able to provide the Services.
- 4.7. You agree not to do or allow anything to be done to the Customer Premises that may cause damage to, or interfere with, the Company Equipment or prevent easy access to it.
- 4.8. The Company accepts no liability whatsoever for any loss you or any third party may suffer as a result of your misuse of the Company Equipment or for any accidental damage thereto. For the avoidance of doubt, the provisions set out in Clause 8 shall apply to the sale of Company Equipment by the Company other than the fact that the Company's total liability in respect of any Company Equipment shall be limited to the value of the Company Equipment.
- 4.9. Title to the Equipment will not pass to the Customer until the Company has received payment in full, including any relevant VAT. The risk in the Equipment will pass to the Customer upon delivery and the Customer is responsible for any loss or damage after the Equipment has been delivered to the address, nominated by the customer.
- 4.10. All installed equipment or any other equipment in which title has not passed to the customer must be returned to Unified World Communications in full working order. Where it is not returned or if in Unified World's reasonable opinion is not returned in good working order, the customer must pay the list price for such equipment.
- 4.11. The customer acknowledges that the supply of services/equipment and/or airtime supply of services or any other business undertaken by the company is transacted subject to these terms and condition and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the company and the customer. No other terms or conditions stipulated, or referred to, in any documentation (for example a purchase order issued by the customer), conversation or negotiation passing between the customer and the company or the company and the customer, shall be incorporated at any time into this agreement between the company and the customer.

- 4.12. The Customer shall notify Unified World Communications within 14 days of receipt if any device has arrived damaged and/or faulty or if an order has been incorrectly fulfilled. We shall replace such damaged or faulty device with a new device.
- 4.13. The company will not exchange or replace services/equipment that complies with the customer's specification as set out overleaf. In exceptional circumstances, the company may exchange services/equipment at the customer's request and cost.
- 4.14. The customer accepts that the company offers a limited warranty as it is not the manufacturer of the equipment. The customer will report, in writing, any alleged equipment defect or fault within 3 days of delivery. The company will, at its option, repair, replace or substitute the equipment with substantially similar goods. Where equipment is replaced or substituted the original equipment will belong to the company. The company's responsibility to repair, replace or substitute the equipment will cease where the customer has altered, misused, improperly installed or connected, or subjected the equipment to any unauthorised repair. Where the customer fails to report the alleged fault or defect within the provisions of this clause, then the customer will be deemed to have accepted the equipment and the company will have no liability in respect of the Equipment.
- 4.15. Where equipment has been sold on a "no warranty" basis, the company will have no liability in respect of it.
- 4.16. Equipment returned with an alleged defect or fault which is subsequently found to have no defect or fault will be returned to the customer and the company shall be entitled to charge the customer an administration fee of £100 per piece of equipment. The customer accepts that this is a genuine estimate of the company's loss.
- 4.17. Devices will only be unlocked for use on another UK mobile network where technically possible and at the customer's request after completion of the relevant minimum connection period and provided all Charges and the device unlocking fee have been paid.
5. **Account Funding and Services**
- 5.1. Where an agreed Technology fund has been allocated to a customer any reimbursement will be due on 6, 12, 18 & 24 month anniversary unless elsewhere agreed by a company director.
- 5.2. Any customer over two months in arrears with any network is not entitled to any further equipment from Unified World or reimbursement unless the outstanding balance is brought up to date.
- 5.3. In relation to the customer's entitlement to funding the customer recognises that it is always conditional upon the customer using and maintaining the connection(s) 8. for the contract term and not downward migrating the connections during the contract term and other such conditions notified by the company to the customer from time to time. Should the amount of connections drop within the contract term you agree that any loss in revenue can be reclaimed on a pro-rata basis.
- 5.4. From the Service Commencement Date, the Company shall use its reasonable endeavours to provide the Services to the Customer in accordance with the Standards of Service.
- 5.5. The Company does not guarantee that the Services shall be error free or uninterrupted.
- 5.6. The Company cannot guarantee protection of calls against unauthorised interruption or interception by third parties.
- 5.7. The Customer shall be required to comply with all laws, directions, codes or regulations relevant to the use of the Services.
- 5.8. The Customer shall ensure that the Services are not used;
- 5.8.1. to send, knowingly receive, upload, download, use or re-use a message or communication which is offensive, abusive, indecent, obscene or menacing; or
- 5.8.2. to cause annoyance, inconvenience or needless anxiety; or
- 5.8.3. in breach of any reasonable or lawful instructions provided by the Company from time to time; or
- 5.8.4. fraudulently or unlawfully.
6. **Telephone Numbers**
- 6.1. The Customer shall not acquire any title or interest in any telephone numbers allocated by the Company and shall not be entitled to sell or transfer such numbers without the prior written consent of the Company.
- 6.2. The Company shall comply with its obligations under the General Conditions and other relevant regulatory instructions in relation to the porting of telephone numbers from another telecommunications provider to the Company or subsequent porting from the Company to another telecommunications provider.
- 6.3. Subject to the Company using its reasonable endeavours to provide the Customer with reasonable prior notice, the Company shall be entitled to modify or withdraw any telephone numbers allocated to the Customer or introduce additional codes if this is required for regulatory, operational or technical reasons. 9.
7. **Information and Customer Apparatus**
- 7.1. On request by the Company, the Customer shall provide the Company with information concerning the specifications and signalling of any Customer Apparatus and any other information the Company reasonably requires in order to install the Company Equipment and provide the Services.
- 7.2. The Customer Apparatus must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards. The Customer shall at their own expense modify the Customer Apparatus in accordance with the Company's instructions provided that such modifications are necessary to enable the Company to provide the Services. The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.
- 7.3. The Customer shall be responsible for ensuring compliance with all statutes and other regulatory requirements relating to the Customer Apparatus and for obtaining all consents, approvals, servitudes, rights of way and other similar rights in relation to the Customer Premises or any premises of which the Customer Premises form part and which are required for the purpose of installing the Company Equipment and connecting the Company System to the Customer Apparatus.
- 7.4. The Company reserves the right to disconnect any Customer Apparatus if the Customer does not fulfil its obligations under this Clause 7.
- 7.5. The Customer shall permit, or procure permission for, the Company and any persons authorised by the Company to have free and safe access to the Customer Premises in order to inspect, install, repair, maintain, replace or remove the Company Equipment or where necessary to provide the Services during the currency of this Agreement or for the purpose of removing the Company Equipment during the period of three (3) months following its termination however occasioned.
- 7.6. The Company accepts no liability whatsoever for any loss you may suffer as a result of your use or misuse of the Customer Apparatus or as a result of any faults in your Customer Apparatus. In particular, the Company is not liable whatsoever if you damage or incorrectly reconfigure any Customer Apparatus, for example, a router, which you have purchased for use with the Service.
- 7.7. For the avoidance of doubt, if you do anything to the Customer Apparatus including, by way of example without limitation adjusting or altering it in any way following the commencement of the Service there is a risk that such action will impact upon your ability to receive the Service. You shall be responsible for ensuring at all times that no action is taken in relation to Customer Apparatus which is likely to impact upon your ability to receive the Service. You shall be responsible for ensuring at all times that no action is taken in relation to Customer Apparatus which is likely to impact upon your ability to receive the Service. If any such action does take place and you subsequently require the Company to re-configure the Service in any way, than any reasonable costs incurred by the Company in this regard shall be borne by the Customer.
- Liability**
- 8.1. The Company's liability is contract, tort (or delict) or otherwise (including liability for negligence) or in connection with this Agreement is limited to £1,000,000 (one million pounds) in respect of all claims arising in any consecutive period of twelve (12) months.
- 8.2. Nothing in this Agreement shall exclude or limit the liability of the Company for death or personal injury arising as a result of the Company's negligence or for fraudulent misrepresentation.
- 8.3. The Company shall not be liable to the Customer in any circumstances for any loss of revenue, loss of profit, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss including without prejudice to the generality of the foregoing loss or corruption of data transmitted over the Company System or otherwise arising out of or in connection with this Agreement.
- 8.4. Neither party shall be liable for any breach of this Agreement or any delay in performance of its obligations (other than the obligation to pay) to the extent that such breach is caused by circumstances beyond that party's reasonable control including Acts of God, fire, lightning, explosion, war, terrorism, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central Government or other competent authorities. If either party is affected by circumstances beyond its reasonable control, it shall notify the other party and shall use reasonable endeavours to overcome the effects.
- 8.5. If any of the events detailed in Clause 8.4 continue for more than three (3) months either party may serve notice on the other terminating this Agreement without further liability.
- 8.6. The Customer shall indemnify and keep indemnified the Company against any or all claims and associated costs, damages or expenses made by any third party as a consequence of any act or omission of the Customer in relation to this Agreement or the Customer's use of the Service.
- 8.7. Except as expressly set out in this Agreement, all warranties, conditions, undertakings or terms implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- Termination and Suspension**
- 9.1. Without prejudice to the rights and remedies of the Company and the Customer under this Agreement either party may terminate this Agreement forthwith in the event that:
- 9.1.1. the other party is in material breach of this Agreement (including without limitation any failure to pay any sum due hereunder) and (in the case of remediable breach) fails to remedy the breach within 28 days of receiving notice to that effect from the other party; or

- 9.1.2. either party becomes insolvent or has a receiving order made against it or commences to be wound up (not being a members voluntary winding up for the purpose of a solvent reconstruction or amalgamation) or grants a trust deed on behalf of its creditors or any of them; or
- 9.1.3. the Company is no longer authorised to operate the Company System.
- 9.2. The Company may end this Agreement immediately upon written notice to you if;
- 9.2.1. It becomes unlawful for the Company or the Carrier supporting the Service to continue to provide the Service or the Company or the Carrier supporting the Service is required to cease the Service by a competent regulatory authority; or
- 9.2.2. the Carrier supporting the Service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to the Company for the Service beyond the reasonable control of the Company; or
- 9.2.3. it transpires following the Agreement Date that, for any reason outwith the control of the Company, the Services will not be able to be provided to you, in the event of termination in accordance with this paragraph 9.2.3, the Company shall repay to you any fees you have paid in advance for the Services.
- 9.3. If this Agreement is terminated, prior to the end of the Initial Term for any reason, other than the fault or negligence of the Company or by the Customer pursuant to Clauses 3.2, 3.8, 8.2, 9.2 or 11.1, the Customer shall forthwith pay to the Company all arrears of Charges (including without limitation any supplementary charges pursuant to Clause 3.7) at the date of termination and all and any charges paid by the Customer prior to the date of termination in respect of a period falling after the date of termination). For the avoidance of doubt, in such circumstances the Charges which would have been incurred in relation to any Services still within their Initial Period if the Services had been provided for the entire Initial Period shall become due and payable.
- 9.4. Notwithstanding Clause 9.3 if any Service (or part of the Services) provided under this Agreement is ceased, prior to the end of the relevant Initial Period for any reason, other than the fault or negligence of the Company or by the Customer pursuant to Clauses 3.2, 3.8, 8.2, 9.2 or 11.1, the Customer shall forthwith pay to the Company all arrears of Charges (including without limitation any supplementary charges pursuant to Clause 3.7) in respect of such ceased Services at the date of termination and all rental and all other charges payable under the Agreement for the remainder of the initial Period applicable to such Services (less any charges previously paid by the Customer in respect of a period falling after the date of termination).
- 9.5. The Customer is not entitled to cancel this Agreement or move the management of its account to another business without the permission of the Company. Where permission is not given and the customer moves the management of its account to another business or withdraws from the airtime contract before connection or disconnects (a) connection(s), downward Migrates (a) connection(s), or the network withholds or reclaims the connection commission due or paid to the company or any part of it (for whatever reason) before the end of the contract term, the company shall be entitled to recover the Funding (or a proportion on a pro rata basis) paid to the customer or withhold any further funding to be paid to the customer. The customer agrees that the company shall be entitled to charge the customer an administration fee of £250 for each mobile based connection and £50 for each non-mobile based connection, if the customer moves the management of its account to another business or withdraws from this agreement, downward migrates or the network withholds or reclaims the commission due or paid to the Company post-connection, or £100 for each connection if the customer withdraws pre-connection. The customer accepts that this is a genuine estimate of the company's loss.
- 9.6. The company will be entitled to recover, from the customer, the monthly funding amount for each connection for each month of the remaining unexpired months of the contract term; part months on a pro-rata basis.
- 9.7. The company will invoice the customer any amounts due or withheld as set out in this clause and such amounts shall be payable by the customer on presentation of the Company's invoice.
- 9.8. Without prejudice to its other rights in terms of this Clause 9, the Company may at its sole discretion elect to suspend provision of the Services forthwith until further notice if it is entitled to terminate or if the Customer is otherwise in breach of the terms of this Agreement or if the Company is obliged to comply with any relevant order or instruction of Government or other regulatory authority or if any way leave or other consent required for the purposes of providing the Service is withdrawn, revoked or otherwise ceases to have effect.
- 9.9. The Customer shall continue to be liable to pay the Charges during such suspension if the Service is suspended pursuant to the Customer's default.
- 9.10. The Customer shall reimburse the Company in respect of all costs and expenses incurred in carrying out such suspension and re-commencing of the provision of the Services thereafter save where such suspension is required as a result of any breach of this Agreement by the Company.
- 9.11. Either party may terminate this Agreement at any time after the Initial Term by giving one month's notice in writing of its intention so to do to the other party.
- 9.12. The Customer's right to use the Services shall immediately terminate when this Agreement comes to an end. For the avoidance of doubt, when the Agreement is terminated, if you have not already made the necessary arrangements to transfer the line.
- 9.13. Any Credits (either Subsidy or Technology Fund) accrued in the Mobile Equipment Account may be used solely for the purposes of offsetting Charges for Mobile Equipment. Credits do not have any monetary value outside of the full contract period and the Customer is not entitled to:  
Use any credits accrued in the Mobile Equipment Account to offset charges for Mobile Services or vice versa;
- 9.13.1. Technology or subsidy funds should be agreed prior to commencement of service and are payable after 6, 12, 18 and 24 months service.
- 9.14. Any monies owed by the Customer on the Mobile Equipment Account at the termination of the agreement as covered in Clauses 3, 4 and 9 and must be settled immediately;
- 9.14.1. Offset any credits accrued in the Mobile Equipment Account against any outstanding debt;
- 9.14.2. Any payments from any credit accrued in the Mobile Equipment Account; or
- 9.14.3. Any future use of credits accrued in the Mobile Equipment Account upon termination of this agreement;
- 9.15. If this Agreement is terminated, prior to the end of the full term for any reason including buy out of contract by another party, any obligations or agreements with regards to subsidies (either cash or technology) will be deemed nil and void and no funds will be issued to the Customer.
- 9.16. Subsidies at mid-term as laid down at commencement of service presume that the number of connections remains static. Should the numbers of connections decrease at mid-term this may result in a reduced subsidy (pro-rata);
- 9.17. Unified World Communications reserve the right to alter the Technology and Subsidy details on a case by case merit.
- Data Protection**
- 10.1. The Company may retain the personal data which the Customer submits when ordering the Service or which the Customer otherwise provides during the course of the Agreement and the Customer authorises the Company to use its personal data for the following purposes:
- 10.1.1.1. provision of the Service to the Customer, including without limitation disclosure to another Carrier to assist in provision of the Services;
- 10.1.1.2. keeping of a record for a reasonable period after termination of the Service;
- 10.1.1.3. operation and enforcement of the Agreement;
- 10.1.1.4. technical maintenance, and maintaining quality of the Service, and also for the purpose of maintaining the quality and the integrity of the Company System, including the Demon brand;
- 10.1.1.5. providing the Customer with information about other services the Company offers, subject to the right of the Customer to opt out of receiving such information when ordering the Service or thereafter;
- 10.1.1.6. transferring it to another company in the event of a sale of the Company; or
- 10.1.1.7. legal compliance including disclosing it to any third party who the Company reasonably consider has a legitimate interest in any such investigation or its outcome.
- 10.2. Without limitation, the Customer expressly authorises the Company to use the personal data of the Customer and other information in connection with any investigation into a suspected breach of this Agreement, including by disclosing it to any third party whom the Company considers has a legitimate interest in any such investigation or its outcome.
- 10.3. Both parties shall comply with applicable data protection legislation with respect to any personal data supplied in connection with the Service. Where applicable, the Customer shall inform its employees of the processing of personal data by the Company and shall ensure such employees have consented to such processing. The Customer warrants that all such personal data are accurate and complete.
- 10.4. You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency (which will retain a record of the search) and you authorise the Company to make such disclosures.
- Cancellation**
- 11.1. The Service may be cancelled prior to the Service Commencement Date by the serving of written notice;
- 11.1.1. by the Customer subject to the Company being entitled to charge the Customer for any abortive work done or costs incurred by the Company in installing and provisioning of the Services. **Please note: any use of the Service by the Customer during said period will act as a waiver of this right to cancel;**
- 11.1.2. by the Company pursuant to Clause 8.4.
- Assignment**
- 12.1. The Company reserves the right to assign or sub-contract any or all of its rights and obligations under this Agreement without the further consent of the Customer to

such assignment or sub-contract. The Customer may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior written consent of the Company.

### 13. No Waiver

- 13.1. Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 13.2. In the event either party agrees to waive a breach of this Agreement by the other party, that waiver is limited to that particular breach.

### 14. E-Bill Presentment

- 14.1. For E-Bill Presentment, the Customer's Authorised User will be allocated by the Company with a security user name and password to enable access to the Customer's online invoices and electronic bill analysis.
- 14.2. Authorised Users shall not share use of the E-Bill Presentment or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these Terms and Conditions.
- 14.3. Authorised Users must not operate E-Bill Presentment in a way that does not comply with these Conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to their knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by the Company, or operate or attempt to operate E-Bill Presentment in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to E-Bill Presentment, without the prior written consent of the Company.
- 14.4. Authorised Users shall maintain the security of their allocated user name and password and will not disclose such to any third party for any purpose other than in accordance with Conditions. The Authorised User shall immediately notify the Company and change any password which may have been compromised, or is reasonably believed to have been so.
- 14.5. The Company shall not be liable in contract, tort (or delict) pre-contract or other representatives (other than fraudulent or negligent representations) or otherwise arising out of or in connection with E-Bill Presentment for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the Customer at the Agreement Date, suffered or incurred by the Customer Arising out of or in connection with these conditions or E-Bill Presentment.
- 14.6. Without prejudice to its rights and remedies, the Company may terminate E-Bill Presentment, or any part of it, forthwith in the event that the Customer or the Authorised User is in material breach of these Conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if the Company is no longer authorised to operate the Company System.
- 14.7. Without prejudice to its rights and remedies, the Company may at its sole discretion elect to suspend E-Bill Presentment forthwith until further notice if it is entitled to terminate it or if the Customer or the Authorised User is in breach of these Conditions or if the Company is obliged to comply with any relevant order of instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing E-Bill Presentment is withdrawn, revoked or otherwise ceases to have effect.

### 15. Rights of Third Parties

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

### 16. Proprietary Rights

- 16.1. All title, interests, and rights (including Intellectual Property Rights) in the Service remain in the Company and/or its suppliers. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with the Company's (or any third part supplier's) title, interests or rights with respect to the Service including, but not limited to, using the Company's Intellectual Property Rights.
- 16.2. Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law. The Agreement does not give the Customer any interests or rights in such content.

### 17. Notices

- 17.1. Any notice required or permitted under this Agreement must be in English and in writing and sent either:  
By post to: Customer Service Team, Communications Experience Centre, Challenge Way, Greenbank Technology Park, Blackburn, BB1 5QB; Or to such other address or contact details as the Company may notify the Customer of from time to time.
- 17.2. Any notice to be sent to you will be sent to the address which you provide when submitting your Order and as contained on the Welcome Pack or to such other address as you shall have given written notice of as the billing address or to such

other address or contact details as you may notify the Company of from time to time.

Such notices shall be deemed to have been received three (3) Business Days after mailing if forwarded by mail, and the following Business Day if hand-delivered or when dispatched if sent by e-mail provided that if any such notice, demand or other communication would otherwise be deemed to be given outside a Business Day, such notice, demand or other communication will be deemed to be given or made on the next Business Day.

### 18. Entire Agreement and Right to Amend

- 18.1. This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and other than in relation to any fraudulent misrepresentations supersedes all other agreements and representations made by either party whether oral or written.
- 18.2. The Company reserves the right to add to and/or amend the Conditions or any other aspect of this Agreement at any time. If we are going to make an amendment to these Conditions this will be posted on our website [www.unifiedworld.co.uk](http://www.unifiedworld.co.uk) under About Us, sub section Terms and Conditions. It is the responsibility of the Client to check the advertised Terms and Conditions for any changes. Changes are with immediate effect from time of posting. A hard copy, which is dated, can be requested in writing at any time either by telephone, email or post to our address at Communications Experience Centre, Challenge Way, Blackburn, BB1 5QB, telephone 01254 271333 Email [info@unifiedworld.co.uk](mailto:info@unifiedworld.co.uk)
- 18.3. If the Company exercises its right to amend this Agreement in accordance with Clause 18.2, the Customer shall be entitled to terminate this Agreement by giving the Company at least seven (7) days' notice, provided that the amendment is (a) to the detriment of the Customer and (b) not an amendment made by the Company in response to a legal or regulatory change. The Customer's notice to terminate must be received by the Company before the amendment takes effect and must be provided in accordance with Clause 17. If the Customer does not exercise this right to terminate, the Customer is deemed to have accepted the amendment, whether or not the Customer continues to use the Service after the amendment takes effect.
- 18.4. If you ask the Company to make a change to the Agreement, including without limitation a change to the Conditions, the Company may ask you to confirm the request in writing. If the Company agrees to such a change, the Agreement will be amended from the date when the Company confirms the change in writing to you, unless otherwise agreed between the parties in writing.

### 19. Law and Arbitration

- 19.1. The Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.
- 19.2. The parties shall use their reasonable endeavours to resolve any dispute arising under this Agreement by direct negotiations between the parties. If the dispute is not resolved with fourteen (14) days through direct negotiation the parties will attempt to resolve the matter through the Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within thirty (30) days, or if either party will not participate in an ADR procedure within such thirty day period, the dispute shall be referred to litigation in accordance with Clause 19.1. Notwithstanding the foregoing it is acknowledged and agreed that either party shall be entitled to seek injunctive relief in any court of competent jurisdiction if the other party is in breach of any of the terms hereof.

### 20. General

- 20.1. The rights and remedies provided by this Agreement exclude to the furthest extent permitted by applicable law all other rights and remedies (whether express or implied) provided by common law including negligence claims in tort or delict or statute in respect of the subject matter of this Agreement.
- 20.2. The termination or expiry of this Agreement shall be without prejudice to the rights of either party which accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this Agreement shall so survive.  
If any part of the Conditions is found by any court or other competent authority to be wholly or partly invalid, unlawful, void, voidable or enforceable then such part shall be severed from the remainder of these Conditions and the remainder of the Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

Date Amended: 21 May 2018