

# Supply of Service | Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clause 19.

## 1. Interpretation

**1.1 Definitions.** In these Conditions, the following definitions apply:

**Additional Charges Sheet:** the Supplier's list of additional charges from time to time.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 14.

**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 23.7.

**Connection Point:** any piece of equipment fixed at the Customer's premises to enable the connection to the Network and provision of the Services.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier.

**Exchange Lines:** any apparatus or equipment used to connect the Customer's premises to a telephone exchange as part of the Services.

**Fixed Charges:** any Charges which are expressed to be fixed throughout the Minimum Period or any Subsequent Period.

**Goods:** the goods (or any part of them) set out in the Order.

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

**Minimum Period:** the period of 24 months from the date of this Contract unless the service specific Ts & Cs say longer or Order state a longer period.

**Network:** any telecommunications network which the Supplier may use to provide the Services.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

**Relevant Legislation:** means the Communications Act 2003 as amended or replaced from time to time together with any other relevant legislation, regulation or guidance from government or other competent authority;

**Service or Services:** the Fixed Line & SIP Trunks Services, Broadband Services, Leased Line services or Maintenance Services (or any combination of them) supplied by the Supplier to the Customer under this Contract.

**Service Level Agreement:** a formal written service level agreement between the Supplier and Customer setting out any agreed levels of service in respect of the Services.

**Small Business Customer:** means a Customer that would constitute a small business customer under General Condition 9 of Ofcom's General Conditions.

**Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer. Subsequent Period: a period of 12 months following the Minimum Period or following any Subsequent Period.

**Supplier:** Matrix Telecom Limited trading as Link Solutions registered in England and Wales with company number 09429604.

**Supplier Equipment:** has the meaning set out in clause 8.1(g).

**Tariff Sheet:** the Supplier's list of tariffs and other charges applicable to this Contract as amended by the Supplier from time to time.

**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 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.

## 2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase 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**) and shall continue for the Minimum Period unless terminated earlier in accordance with these Conditions.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's 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 The supply of Services pursuant to these Conditions shall be subject to the specific terms relating to the supply of Fixed Line & SIP Trunks Services, Broadband Services, Leased Lines Services or Maintenance Services, Mobile Services as applicable.

2.6 Subject to clause 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.

2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

## 3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification and any Service Level Agreement in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates agreed in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Supplier will use its reasonable endeavours to provide you with the quality and coverage of Service that we are able to provide to our customers generally but the Customer acknowledges that no service similar to the Services can be fault free all of the time and may be affected by things outside our control such as faults in other telecommunications networks, in respect of which the Supplier accepts no liability.

3.6 The Supplier may have to temporarily suspend all or part of the Service for operational reasons or in the event of an emergency or for the Customer's security or if repairs to/and maintenance of the Network is required. The Supplier will try to give the Customer notice of any such suspension. The

Supplier will refund to the Customer on a pro-rata basis such proportion of the Charges you have already paid in respect of any period during which the Supplier has suspended the Service for this reason.

3.7 The Supplier may have to re-program the Customer Equipment or the Supplier Equipment in order that the Services can be provided and the Supplier may charge for any additional time, costs or resources involved.

3.8 The Supplier will install any necessary Connection Points, Exchange Lines and other ancillary equipment in order to connect the Supplier Equipment to the Network/Customer Equipment.

3.9 Where, as part of the Services, the Supplier provide the Customer with a broadband router, this shall remain the property of the Supplier unless agreed otherwise in writing between the Supplier and the Customer.

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may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services (which as a minimum shall include an uninterrupted electricity supply) and otherwise in accordance with the reasonable instructions of the Supplier;

(f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

(g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Equipment) at the Customer's premises in safe custody at its own risk, maintain the Supplier Equipment in good condition until returned to the Supplier, and not dispose of or use the Supplier Equipment other than in accordance with the Supplier's written instructions or authorisation; and

(h) ensure that any the Customer Equipment used in connection with the Services is in good working order and conforms to the relevant standard or approval for the time being designated under the Act or otherwise and is suitable for use within the Services;

(i) comply with any obligations set out in any service level agreement agreed between the Supplier and the Customer;

(j) provide information concerning the specifications of any end user apparatus and any other information the Supplier requires in order to carry out its obligations; and

(k) obtain all consents or approvals of any third party necessary to enable the Supplier to provide the Services at the Customer's premises.

8.2 The Customer shall not:

(a) move, modify, relocate or otherwise interfere with any of the Supplier Equipment which is installed at the Customer's premises and shall not allow the Supplier Equipment to be repaired, serviced or maintained by anyone other than our authorised representative;

(b) sell, assign, mortgage, charge, underlet or part with possession of the Supplier Equipment or any interest you may have in it and you will not permit anyone else to do so.

(c) Connect any customer Equipment to the Network/Supplier Equipment without the prior written consent of the Supplier and then the Customer Equipment shall only be connected by means of a Connection Point provided by the Supplier and shall not be connected to the Network/Supplier Equipment directly or indirectly.

(d) Other than expressly set out in these Conditions, acquire any rights in the Supplier Equipment and/or telephone numbers or other code or number supplied as part of the Services.

(e) alter, adjust or interfere in any way with the Network unless the Supplier has given its prior written consent to do so.

8.3 If the Supplier's performance of any of its obligations under the Contract is 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 any 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 8.3; 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.

8.4 The Supplier shall not be obliged to connect or keep connected any of the Customer's Equipment which, in the Supplier's reasonable opinion, is liable to cause death or personal injury to any person, damage or disruption to the Supplier's Equipment or is likely to impair the quality of the service the Supplier offers its customers.

9. Conditions to Connection

9.1 The Supplier may refuse to connect you to the Network/Supplier Equipment if any of the information which the Customer has provided is or turns out to be inaccurate or misleading.

9.2 Connection to the Network/Supplier Equipment is conditional upon the Customer satisfying any financial and other reasonable requirements notified to the Customer from time to time.

9.3 Where the Supplier does not connect the Customer to the Network/Supplier Equipment the Supplier will inform the Customer in writing and this contract shall automatically terminate.

9.4 Connection to the Network/Supplier Equipment will be by either supply and installation of the Supplier Equipment or reprogramming the Customer Equipment and this will be agreed with the Customer in advance.

10. Acceptable Use

10.1 The Customer must not:

(a) use the Service;

(i) for sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory menacing or for any malicious purpose;

(ii) for any illegal or unlawful purpose;

(iii) to harass, annoy, inconvenience or cause needless anxiety to any person and the Customer must not encourage, request or permit anyone else to use the Service in this way;

(iv) in a way that does have, or is likely to have, an adverse effect on the reputation of the Supplier

(b) allow the Service to be used by anyone other than permitted users;

(c) charge, rent, sell or otherwise encumber or dispose of the whole or any part of the Network or Service.

10.2 The Customer must use the Service in accordance with:

(a) all reasonable instructions which the Supplier may give from time to time;

(b) the Relevant Legislation

(c) any direction or guidance of the Director General of Telecommunications or other competent authority and any licence applicable to the operation of the Customer's own telecommunications system.

10.3 The Customer must immediately notify the Supplier if it becomes aware of a breach or a suspected breach of clauses 10.1 and 10.2.

10.4 The Customer shall ensure that any of the Customer Equipment used in connection with the Service is in good working order and conforms to the relevant standard or approval for the time being designated under the relevant Legislation and is suitable for connection to the Network/Supplier Equipment.

10.5 The Customer acknowledges that the Supplier may co-operate with the police and any other relevant authorities or other telecommunications operators in connection with any misuse or suspected misuse of the Service or other telecommunications services and the Customer consents to the Supplier providing such cooperation.

11. Faults

11.1 The Customer shall notify any faults with the Services to the Supplier as soon as reasonably practicable and in any event within 48 hours of becoming aware of the fault. If no faults are reported within that period, then the Supplier shall be entitled to assume that Services are fault free at that point. The Supplier will use its commercially appropriate reasonable endeavours to either correct the fault or to make arrangements for the fault to be corrected by an appropriate third party.

11.2 The Supplier will carry out work to correct a fault reported by the Customer or which the Supplier deems necessary by appointment during normal working hours which are 9.00 am to 5.00 pm Mondays to Fridays excluding Bank or other Public Holidays. If the Customer requires work outside of these hours it will be pay any charges which the Supplier may charge in accordance with its usual rates in force from time to time.

11.3 The Supplier reserves the right to charge the Customer for any costs incurred in carrying out any maintenance or repair work which the Supplier

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consider (in its absolute discretion) unnecessary or where the Supplier does not find any fault in the Service.

## 12. Alterations to the Services

12.1 If the Supplier has to alter the Service as a result of regulatory or technical changes, the Customer will be responsible for any changes needed to the Customer Equipment;

12.2 The Supplier may replace the Supplier Equipment or alter any telephone number or any other code or number allocated by the Supplier in connection with the Services.

12.3 The Customer may request the relocation of any Connection Point within the Customer's premises or the installation of additional Exchange Lines at the Customer's Premises but any such change will be at the Supplier's absolute discretion. If the Supplier agrees to a change, the Customer shall pay any relevant additional Charges and any other costs or expenses incurred by the Supplier.

## 13. Indemnity

13.1 The Customer shall indemnify and keep indemnified the Supplier against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages (including damage to or loss or theft of the Supplier Equipment) claims, demands or legal costs (on a full indemnity basis) and judgements which the Supplier suffer or incur from or in any way connected with any use of the Service in breach of this Contract or in connection with the misuse of the Supplier Equipment or Customer Equipment by the Customer, its officers, employees or agents.

## 14. Charges and Payment

14.1 The Charges for the Services shall be as set out in the Tariff Sheet, Order, and Additional Charges Sheet together with any specific charges set out in the specific terms relating to the supply of Fixed Line & SIP Trunks Services, Broadband Services, Leased Lines Services or Maintenance Services, or other services, as applicable.

14.2 The Supplier reserves the right to increase the Charges other than the Fixed Charges, 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 60 days before the proposed date of the increase.

14.3 The Customer shall be liable for all Charges whether or not it makes use (whether in part or in full) of the Services.

14.4 Any Services which are supplied on an unlimited basis are supplied subject to the Supplier's Fair Usage Policy. Where use falls outside of this fair usage policy, any additional use will be charged in addition to the Charges at such rates as are set out in the Supplier's Tariff Sheet.

14.5 The Customer shall pay each invoice submitted by the Supplier: (a) within 7 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

14.6 The Supplier reserves the right to require that payment of the Charges is made by direct debit as a condition to the commencement or continuing supply of the Services and to charge an administration charge for payments made by the Customer other than by direct debit.

14.7 Where the Supplier disconnects the Customer from the Services as a result of the Customer's breach of these Conditions, then the Customer may be liable to a disconnection and/or reconnection fee which will be notified to the Customer and payable immediately.

14.8 The Supplier reserves the right to make a reasonable charge where the Customer requests that invoices are sent in a form other than by means of electronic invoicing.

14.9 An invoice raised and the Charges referred to shall be deemed accepted by the Customer if no query is raised within 30 days of the date of the invoice.

14.10 It is the Customer's responsibility to notify the Supplier of any changes to the invoicing information of the Customer.

14.11 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (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 at the same time as payment is due for the supply of the Services.

14.12 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay (a) an additional administration charge at the prevailing rate and (b) interest on the overdue amount at the rate of 3% per cent per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

14.13 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

14.14 Save as a result of the Supplier's negligence, the Customer shall be liable for all Charges incurred as part of the Services, whether or not incurred by the Customer or a third party and whether or not incurred with or without the permission or knowledge of the Customer.

## 15. Security Deposits

15.1 The Supplier may request a security deposit from the Customer:

- before connecting the Customer to the Network/Supplier Equipment.
- if as a result of a breach of these Conditions, the Supplier suspends the Services, before recommencing the supply of the Services;
- if at any time the Customer exceeds the Customer's average monthly spending pattern for any specific aspect of the Charges;
- before supplying any additional Services.

15.2 Where a security deposit has been requested by the Supplier, the Supplier reserves the right to suspend or restrict the Services until such time as the Customer has complied with the request.

15.3 If the Customer has paid a security deposit the Supplier may retain this for all or part of the term of this Agreement and shall be entitled to use any part or all of the security deposit to satisfy any outstanding or anticipated Charges.

## 16. Intellectual Property Rights

16.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

16.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, 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.

## 17. Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed

by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 17 shall survive termination of the Contract.

## 18. Data Protection

18.1 We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our services;

18.2 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services;

18.3 We operate in accordance with the Data Protection Act 1998. You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement;

18.4 By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes: (a) processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account); (b) providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);

18.5 to maintain quality and for training purposes, we may monitor and record telephone conversations with you;

18.6 to inform you about other products or services from Us, unless you opted out of this during the application process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;

18.7 to disclose all or part of your personal data to a regulator (i.e. Ofcom, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement;

18.8 to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party;

18.9 We shall be entitled to make your name, address and telephone number available to the emergency services;

## 19. Limitation of Liability:

**The Customer's attention is particularly drawn to this clause:**

19.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

19.2 Subject to clause 19.1:

(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, shall in no circumstances exceed the Charges for the previous 6 month period.

19.3 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.

19.4 This clause 19 shall survive termination of the Contract.

## 20. Termination

20.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than 30 days' written notice to expire at the end of the Minimum Period or any Subsequent Period.

20.2 The Customer may terminate this Contract at any time on 30 days' written notice to the Supplier save that the Customer shall be liable to pay to the Supplier any Fixed Charges for the remaining part of the Minimum Period or (subject to the remainder of this clause 20.2) a Subsequent Period (as the case may be) for the period between the date of termination and the end of the Minimum Period or Subsequent Period. (Where a Customer is a Small Business Customer, there shall be no charge (other than in respect of Services actually received by the Customer) for terminating the agreement within any Subsequent Period.

20.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts or (being a company or limited liability partnership) 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 Customer 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;

(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 Customer (being a company) other than 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 the Customer;

(e) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the Customer attaches 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 Customer (being a company);

(h) the holder of a qualifying floating charge over the assets of the Customer (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 Customer or a receiver is appointed over the assets of the Customer;

(j) any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.3(b) to clause 20.3(i) (inclusive);

(k) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(l) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(m) the Customer (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.

20.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.

20.5 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 20.3(b) to clause 20.3(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## 21. Consequences of Termination

On termination of the Contract for any reason:

- the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- the Customer shall provide all reasonable assistance and access to the Customer's premises to enable the Supplier to retrieve the Supplier Equipment at a time and in a manner requested by the Supplier. 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;
- the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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
- clauses which expressly or by implication survive termination shall continue in full force and effect.

## 22. Force Majeure

22.1 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 Supplier 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.

22.2 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.

22.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 23. General

### 23.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, 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 or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### 23.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 23.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; 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, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 23.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 23.4 Waiver.

A waiver of any right under the Contract or law 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 provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 23.5 No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

### 23.6 Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

### 23.7 Variation.

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

### 23.8 Governing law.

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 the law of England and Wales.

### 23.9 Jurisdiction.

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