

Reseller Terms and Conditions

1. INTERPRETATION

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

Billing Services: the white label service for the raising of invoices to and the collection of monies from, Customers, to be provided by the Company on behalf of CCS Media, where agreed between the Company and CCS Media.

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

Carrier: the relevant third party telecommunications operator or network service provider.

CCS Media: CCS Media Limited (company registration number 04418144) whose registered office is Cumberland Court, 80 Mount Street, Nottingham, NG1 6HH.

Charges: the applicable charges payable by the Customer for the supply of any Services and/or Hardware in accordance with clause 10 and the Service Order Form, or as otherwise set out in these Terms and Conditions.

Commencement Date: the date on which CCS Media shall start to provide the Service which shall mean in the case of:

- (a) Maintenance Services the Installation Date or where CCS Media has not contracted with the Customer to install Hardware in connection with the Maintenance Services the date specified as the Commencement Date for the Maintenance Services;
- (b) Fixed Network Services the Handover Date in respect of those Fixed Network Services;
- (c) Data Services the relevant Handover Date in respect of those Data Services;
- (d) IT Support Services the date specified as the Commencement Date in the Services Order Form; and
- (e) Mobile Services the Handover Date in respect of those Mobile Services.

Company: Fidelity Group Limited a company registered in England and Wales with company number 6765669 of 37/41 Bedford Row, London, WC1R 4JH.

Company Equipment: means any equipment CCS Media and/or the Company provides at the Site in order to provide the Services.

Company Website: <http://www.fidelity-group.co.uk> as updated from time to time.

Company Customer Transfer Preference Policy: the policy made available by the Company whether via the Company Website or upon request of the Customer as may be varied from time to time.

Connection Date: in the case of the provision of Data Services the date when the Carrier commences the provisioning of Data Services to the Customer on behalf of CCS Media and/or the Company.

Contract: each contract/agreement between CCS Media and the Customer for the supply of any Services and/or goods (including where appropriate Hardware) in accordance with these Terms and Conditions, the relevant Services Order Form and any Service Specific Conditions.

Contract Date: the date on which a Contract between the Customer and CCS Media is formed and comes into existence as determined pursuant to the provisions of clause 2.2.

Customer: the person or firm specified as such in the Services Order Form.

Customer Apparatus: means any apparatus situated at the Site, not being Company Equipment, and used by the Customer in conjunction with the Company Equipment in connection with the Services.

Customer Default: has the meaning given to it in clause 9.3.

Data Protection Laws: all applicable data protection and privacy legislation and regulations in force from time to time (for so long as and to the extent that they apply to the Company) including, where applicable, the Data Protection Act

2018, the UK General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any laws of the European Union relating to data protection and privacy which are applicable to CCS Media, the Company and/or the Customer.

Data Services: the data services to be provided by CCS Media and/or the Company to the Customer as described in a relevant Order, together with such other data services that CCS Media agrees to supply to the Customer from time to time which include but are not limited to broadband, ADSL, FTTC, FTTP, SOGEA, Ethernet and microwave connectivity solutions.

Data Services Contract: where applicable, the Contract for the supply of Data Services.

Delivery: has the meaning given to in clause 4.2.

Estimated Installation Date: the date on which CCS Media estimates that the Hardware will be installed, as advised by the CCS Media to the Customer.

Excluded Event: means one or more of the following:

- a) fault in, or any other problem associated with, equipment connected on the Customer's side of the Service Demarcation Point, any power not supplied by CCS Media or the Company, any Customer Apparatus, non-maintained structured cabling or other telecommunications systems not operated or provided by CCS Media or the Company;
- b) the Customer's failure to give CCS Media and/or the Company access to any equipment or Site after receiving a request to do so;
- c) the Customer's failure to provide the necessary rack space and power required for the installation and operation of NTE;
- d) the Customer's failure to supply all reasonable information CCS Media and/or the Company require, including but not limited to, complete details of the Site as required to complete the Service Order;
- e) the Customer's failure to obtain all necessary permissions, consents or licenses from any parties, including government bodies, to permit CCS Media and/or the Company to access the Site;
- f) delays attributable to excavation permissions or other local or national laws or regulations relating to excavation permissions;
- g) delays attributable to a scheduled network freeze period activity;
- h) the fault, negligence, act or omission of the Customer or any third-party not within CCS Media's direct control;
- i) the Customer's delay or failure to perform any of its responsibilities;
- j) the Customer's request to modify the Site, or test such although no fault has been detected or reported in accordance with the Contract;
- k) Service suspension in accordance with the Contract;
- l) an outage resulting from Planned Maintenance or a Planned Outage or the actions or omissions of the Customer or a third party on the Customer's behalf;
- (l) any Force Majeure Event.

Extended Term: in relation to:

- (a) a Contract for the supply of Fixed Network Services has the meaning given to it in clause 5.2 or if applicable, clause 5.3; and
- (b) a Contract for the supply of Data Services has the meaning given to it in clause 6.3 or if applicable, clause 6.4;
- (c) a Contract for the supply of Maintenance Services has the meaning given to it in clause 4.11 or if applicable, clause 4.12; and
- (d) a Contract for the supply of the IT Support Services has the meaning given to it in clause 7.3 or if applicable, clause 7.4.

Fixed Network Services: the voice services whether analogue or hosted VoIP and SIP services (and defined as such) to be provided by CCS Media and/or the Company to the Customer as specified in the Services Order Form.

Fixed Network Services Contract: where applicable, the Contract for the supply of Fixed Network Services.

Handover Date: means the date that the services are available for use by the Customer with CCS Media or the Company as the supplier, or the date at which CCS Media and/or the Company enters into a contract with a third party supplier for the provision of the Services to the Customer (as applicable).

Hardware: the goods /equipment as set out in the Services Order Form.

Hosted License: a license granted by CCS Media and/or the Company, to the Customer for a hosted product for use in connection with Fixed Network Services, including but not limited to Gamma Horizon or iPBX.

Installation Date: the date on which the Hardware is installed.

Installation Services: the services relating to the installation by CCS Media and/or the Company (or its or their duly authorised agents) of the Hardware (where applicable).

IT Support Services: the IT support services to be provided by CCS Media and/or the Company to the Customer as specified in the Services Order Form together with such other installation services that CCS Media agrees to supply to the Customer from time to time.

IT Support Services Contract: where applicable, the Contract for the supply of IT Support Services.

Maintenance Services: the maintenance services to be provided by CCS Media and/or the Company to the Customer as described in the Services Order Form, together with such other maintenance services that CCS Media agrees to supply to the Customer from time to time.

Maintenance Services Contract: where applicable, the Contract for the supply of Maintenance Services.

Minimum Term: the minimum contract term that applies to the relevant Services, which shall, unless a different minimum term is specified in the relevant Service Specific Conditions section of the Services Order Form, or varied in accordance with this Contract, be the period of three years commencing on the Commencement Date.

Mobile Services: the mobile services to be provided by CCS Media and/or the Company to the Customer as specified in the Services Order Form.

Mobile Services Contract: where applicable, the Contract for the supply of Mobile Services.

Notes Section: the section of the Services Order Form marked "Additional Information".

OFCOM: the Office of Communications or any equivalent successor body.

Order: the Customer's order for Services and/or Hardware as set out in the Services Order Form; such Order being subject to these Terms and Conditions.

Pass Through Costs: means the third party and/or administration costs including annual RPI or CPI increases which are imposed by Carriers and which CCS Media incurs from time to time in order to provide the Services, as set out in writing from time to time by CCS Media to the Customer.

Planned Maintenance: means a time and date CCS Media and/or the Company advises the Customer of for CCS Media and/or the Company to perform maintenance which is not expected to affect the Service(s) but which may carry a risk thereto.

Planned Outage: means a time and date for outage CCS Media and/or the Company advises the Customer of for CCS Media and/or the Company to perform upgrades/changes to the Service(s) or any action by the Customer which affects Service delivery.

Service Demarcation Point: means the Customer facing port on the Customer Apparatus where CCS Media delivers Services to the Site.

Services Order Form: the document which sets out amongst other things the Services and/or goods (including where appropriate Hardware which the Customer would like CCS Media to provide to it and certain details in respect thereof including when read in conjunction with these Terms and Conditions the basis on which the Charges for providing the Services will be calculated. The Services Order Form shall be prepared by CCS Media and the Company and sent to the

Customer for signature by or on behalf of the Customer and returned to CCS Media (who will then share it with the Company). The Services Order Form may be prepared, sent, signed or returned either electronically or physically.

Services: the services to be supplied by CCS Media (and where relevant, the Company) to the Customer being any or all of the Installation Services, Maintenance Services, Fixed Network Services, Data Services, IT Support Services and/or Mobile Services, as the case may be, and Service shall be construed accordingly but shall exclude the provision of DNS servers and mail servers.

Service Specific Conditions: any policies, terms or procedures that apply to and shall be incorporated into the Contract as well as any mandatory items that are specifically excluded from, as specified in the relevant section of the Services Order Form.

Site: the Customer's place of business as specified in the Services Order Form where any Services are to be provided or carried out and/or (where applicable) goods or Hardware is to be delivered and any Installation is to take place, as specified in the Services Order Form.

Small Business Customer: a Customer not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise) or as defined by Ofcom regulations as amended from time to time.

Specification: the description or specification of the relevant Services and/or Hardware provided in writing by CCS Media to the Customer as initially set out in a Proposal as subsequently confirmed and superseded in the Services Order Form.

Tariff: the standard tariff as set out at the Company Website or as provided by CCS Media to the Customer and as varied in the Notes Section of the Services Order Form for Fixed Network Services, Data Services and the IT Support Services as attached to the Services Order Form and as amended or notified to the Customer from time to time.

Terms and Conditions: these terms and conditions as amended from time to time in accordance with clause 20.7.

VOIP: Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than the traditional telephone system based on copper wires carrying analogue data).

Wholesale Cost: means the amount payable by the Customer directly to CCS Media (where CCS Media is procuring or providing such wholesale services from the Carrier on behalf of CCS Media) in relation to the Services being provided to the Customer under the relevant Service Order Form during any relevant period less any amounts receivable by CCS Media in respect of non-geographic numbers (excluding VAT).

1.2 Construction.

In these Terms and Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes e-mails but excludes faxes.

2. BASIS OF CONTRACT

- 2.1 By signing the Services Order Form, the Customer agrees to contract with CCS Media upon the terms and conditions set out in the Services Order Form and these Terms and Conditions.

- 2.2 The Contract shall commence on the Contract Date and continue, for the duration of the term specified in the Services Order Form, unless terminated earlier in accordance with the terms of these Terms and Conditions. For the avoidance of doubt the Services shall commence on the Commencement Date.
- 2.3 The Customer accepts and acknowledges that CCS Media acts as a reseller of the Services and/or Hardware, on behalf of the Company. By entering into the Contract, CCS Media shall procure that the Company shall provide the Services and/or Hardware, to the Customer from the Commencement Date, in accordance with the terms of this Contract.
- 2.4 The Customer acknowledges that as CCS Media acts as a reseller on behalf of the Company, if the Company refuses to provide the Services and/or Hardware or, the agreement between CCS Media and the Company terminates (for any reason), this Contract shall be terminated with no liability to either party in accordance with clause 17.5.
- 2.5 Any typographical, clerical or other error, omission or mistake of fact, in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by CCS Media and/or the Company shall be subject to correction without any liability on the part of CCS Media and/or the Company (as applicable).
- 2.6 The sending of any Services Order Form by CCS Media to the Customer from time to time shall constitute an offer by CCS Media to the Customer to provide the Services and/or Hardware as specifically detailed in such Services Order Form in accordance with these Terms and Conditions and any Service Specific Conditions (an "Offer"). An Offer may be withdrawn at any point by CCS Media prior to it being accepted by the Customer.
- 2.7 No Contract shall come in to force until the Services Order Form is signed by both the Customer and CCS Media. CCS Media reserves the right, to reject any Service Order at its sole discretion. If CCS Media has not received the Services Order Form duly signed for or on behalf of the Customer within 3 months from the date on which it is sent to by CCS Media to the Customer the offer to contract with the Customer shall be deemed to have been withdrawn unless otherwise stated in the Services Order Form or unless agreed between CCS Media and the Customer.
- 2.8 Where the Customer wishes to place further orders for additional or replacement Services and/or Hardware with CCS Media at any time after the first Contract Date, CCS Media shall send the Customer a new Offer for the requested additional or replacing Services and/or Hardware and the provisions of clause 2.8 and 2.9 shall apply in accordance with their terms.
- 2.9 This Contract constitutes the entire Contract/agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty (whether written or verbally), made or given by CCS Media, the Company or any third party, which is not set out in the Services Order Form and the Service Specific Conditions (if applicable). For the avoidance of doubt this Contract is not a hire contract of any type.
- 2.10 Any samples, drawings, descriptive matter or advertising issued by CCS Media and/or the Company, and any descriptions or illustrations contained in CCS Media's and/or the Company's catalogues or brochures or other marketing materials, 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 nor have any contractual force.
- 2.11 These Terms and 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. In the event of any conflict between these Terms and Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Terms and Conditions, any Service Specific Conditions and the Services Order Form, the Services Order Form will prevail in relation to that Service.
- 2.12 Any quotation given by CCS Media shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.
- 2.13 The Customer warrants that it is entering into the Contract for the purpose of its business, trade or profession and not as a consumer.

2.14 Except for Installation Services that shall form part of a Contract for the supply of Hardware, each order for Maintenance Services, Data Services or Fixed Network Services shall be deemed to be a separate Contract (irrespective of whether more than one or all of them are included on the same Services Order Form).

2.15 To the extent that there is any failure or delay by CCS Media to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

3. SUPPLY OF SERVICES

3.1 CCS Media shall supply the Services to the Customer in accordance with the Contract in all material respects. In the event that the Services Order Form specifies:

- a) the supply of Hardware and Installation Services and/or Maintenance Services, clause 4 and 13 of these Terms and Conditions shall also apply to the Contract;
- b) the supply of Fixed Network Services, clause 5 of these Terms and Conditions shall also apply to the Contract;
- c) the supply of Data Services, clause 6 of these Terms and Conditions shall also apply to the Contract; and
- d) the supply of IT Support Services, clause 7 of these Terms and Conditions shall also apply to the Contract.

3.2 CCS Media shall use reasonable endeavours to deliver any Services on or by any date or dates specified in the Services Order Form, but any such dates shall be estimates or for guidance only and time shall not be of the essence for the performance of the Services.

3.3 CCS Media shall have the right to make any changes to any Services if the Service or an element of it is cancelled by a third party supplier, or which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the relevant Services. CCS Media shall notify the Customer of any such change which notification may be via the Company's Website.

3.4 CCS Media shall have the right to withdraw any Services on 80 days' notice at its sole discretion if CCS Media or the Company is unable to find a replacement third party supplier.

3.5 CCS Media warrants that the relevant Services will be provided using reasonable care and skill, subject to clauses 4, 5, 6 and 7 of these Terms and Conditions.

3.6 CCS Media shall not be liable for the consequences of any incorrect and/or incomplete information the Customer supplies in relation to the provision of the Services.

3.7 The Customer must ensure that CCS Media, the Company and/or any Carriers are given access to the Site at all reasonable working hours or as agreed between the parties on a case-by-case basis and on reasonable advance notice for the purpose of providing the Services and shall ensure that a safe and suitable environment is provided for such visits.

3.8 The Customer must not itself or allow others to use the Services for any unlawful purpose or for the sending, storing, reproduction or receipt of any offensive, obscene, menacing, abusive or defamatory material in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.

3.9 The Customer shall maintain in force throughout the duration of the Contract, appropriate health and safety insurance to cover CCS Media's and the Company's employees working at the Site, with a reputable insurance company and shall produce evidence of such to CCS Media, on demand.

3.10 The Customer is fully and solely responsible for the repair and maintenance of the Customer Apparatus save where this forms part of the IT Support Services. The Customer Apparatus must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards. CCS Media reserves the right to disconnect any Customer Apparatus if, in its opinion, such Customer Apparatus may cause the death or personal injury to any person or damage to property or materially impairs

the quality of any telecommunications service provided by CCS Media and/or the Company's system. In the event that CCS Media requests the disconnection, the Customer shall timeously comply with such request.

3.11 The Customer shall be fully and solely responsible for adopting appropriate security measures to protect its computer systems.

4. TERMS APPLICABLE TO HARDWARE, INSTALLATION SERVICES AND MAINTENANCE SERVICES

4.1 Any Order for Hardware is conditional on the availability of such Hardware prior to the Estimated Installation Date. CCS Media shall use reasonable endeavours to deliver the Hardware and supply the Installation Services with reasonable care and skill in accordance with the estimated period for delivery and installation. Installation within such period is not guaranteed and time shall not be of the essence.

4.2 Delivery of Hardware shall be deemed to take place when the relevant Hardware arrives at the Customer's Site (after unloading) as specified in the Order (**Delivery**) (and **Delivered** shall be construed accordingly). In relation to Delivery of any Hardware:

- a) the Customer shall be responsible for checking that all details specified in the Services Order Form and the Service Specific Conditions (if applicable) are correct, and the Customer must inspect the Hardware and notify CCS Media of any apparent problems within 3 days from the date of delivery as otherwise the Customer will be deemed to be completely satisfied with the Hardware whether or not it has also signed a written acceptance certificate;
- b) if the Customer fails to take Delivery of any Hardware within 10 Business Days of CCS Media notifying the Customer that the Hardware is capable of being delivered, the Hardware shall be deemed to have been Delivered in accordance with the Contract and the Hardware shall be at the risk of the Customer and thereafter clause 4.3 shall apply to the Hardware;
- c) if any Hardware is to be Delivered in instalments, any delay in the Delivery of one instalment shall not entitle the Customer to reject the other instalments or to terminate the Contract; and
- d) the risk in any Hardware shall pass to the Customer on Delivery (or deemed Delivery in accordance with clause 4.2(b)) and the Customer shall be responsible for insuring the Hardware from that time.

- 4.3 Notwithstanding clause 4.2(d), ownership of any Hardware contracted to be purchased by the Customer shall not pass to the Customer until such time as the Customer has paid to CCS Media all sums due for the Hardware and the Installation Services. Unless and until ownership of the Hardware passes to the Customer (if at all), the Customer shall:
- a) not remove, deface or obscure any identifying mark on or relating to the Hardware;
 - b) maintain (except where CCS Media is also at the time supplying Maintenance Services) the Hardware in satisfactory condition and ensure that all necessary maintenance and repairs are carried out by a competent service provider at the Customer's expense as soon as possible and insured it against all risks for its full price from the date of Delivery or deemed Delivery;
 - c) not lease, charge or otherwise encumber the Hardware and not let the Hardware become a fixture;
 - d) not remove the Hardware from the Site without CCS Media's prior written consent;
 - e) only use the Hardware following the manufacturer's operating instructions and in accordance with all applicable laws, statutes and regulations in a safe and proper manner. The Customer will be responsible for any loss, damage or injury (including death) to the Hardware, people or property which is caused by using the Hardware except death or personal injury caused by the CCS Media's negligence of that or its employees in the course of their employment with CCS Media;
 - f) keep the Hardware in the Customer's possession at the Site;
 - g) not alter or make additions or replacements to the Hardware without CCS Media's written permission in advance. If the Customer does, any alterations, additions or replacement automatically become CCS Media's or its supplier's (as relevant) property without payment;
 - h) not sub-hire the Hardware or attempt to sell it. CCS Media and the Company must be permitted to affix such plates, labels or other identifying marks to the Hardware as it shall require and the Customer will grant CCS Media and the Company access to the Hardware at all reasonable times for that purpose subject to it giving reasonable notice;
 - i) allow CCS Media and the Company to inspect the Hardware at reasonable times during the relevant Contract provided it or they give the Customer reasonable notice; and
 - j) pay all licence fees, fines, duties, insurance premiums or other payments for the Hardware which are not included in the relevant Contract.
- 4.4 The Customer shall at the CCS Media's sole discretion:
- a) return the Hardware at the Customer's cost to CCS Media immediately on request at the end of the Contract; or
 - b) permit at the Customer's cost CCS Media or its agents to enter any premises of the Customer or of any third party where the Hardware is located in order to recover it.
- 4.5 If the Customer is in breach of the Contract the Customer shall return the Hardware at the Customer's cost to CCS Media immediately on request and permit CCS Media or its agents at the Customer's cost to enter any premises of the Customer or of any third party where the Hardware is located in order to recover it.
- 4.6 The Customer is responsible for choosing any software included in the Hardware and for making sure that the software is fit and suitable for the Customer's purpose and that it complies with its specification.
- 4.7 CCS Media is not involved in the preparation or specification of the software and the Customer will provide CCS Media with a copy of any specifications if it asks the Customer for a copy.
- 4.8 The Customer is aware that because software is provided for the Customer's specific use it has no residual or resale value.
- 4.9 It is a condition of the Contract that the Customer will obtain a license to use any software and comply with the terms of any such software license. The Customer will also indemnify CCS Media against any claim made against it for breach of any software license.
- 4.10 The Customer acknowledges that maintenance of any software is not its responsibility [unless forming part of the Maintenance Services] and that the Customer must in any event continue to pay all Charges if the software cannot be used for any reason.

- 4.11 Subject to clause 2.7, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter the Maintenance Services Contract shall automatically extend for 3 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party shall give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Maintenance Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.
- 4.12 The Maintenance Services shall only be supplied by CCS Media in relation to the Hardware and to any other Hardware agreed by CCS Media in writing from time to time. Unless agreed otherwise in writing by the CCS Media, CCS Media shall supply the Maintenance Services in accordance with the Maintenance Service Levels (a copy of which is available on the Company Website or as otherwise provided by CCS Media to the Customer upon request) and as amended from time to time.
- 4.13 The Maintenance Services shall not include or be deemed to include repair or maintenance to:
- a) equipment that is faulty or has failed due (in whole or in part) to or caused by:
 - I. fair wear and tear;
 - II. the Customer's (including its agents or workers) acts, operating errors, omissions or defaults;
 - III. failure in air-conditioning or extreme temperatures outside of standard operating norms and fluctuations in electrical power;
 - IV. any failure of equipment or software attached to or integrated to the Hardware where such equipment or software was not supplied by CCS Media;
 - V. vandalism, fire, theft, water, humidity or lightening;
 - VI. any defect or error in software loaded on to the Hardware;
 - VII. any defect or fault in connection with services supplied by any Carrier;
 - VIII. failure by the Customer (including its agents or workers) to adequately maintain any Hardware or operate it in accordance with the manufacturer's specifications, guidelines or recommendations;
 - IX. any attempt by the Customer or any third party other than CCS Media or the Company or its duly authorised agents to repair, reconfigure, re-program or otherwise alter the Hardware or any equipment or cabling attached to it; or
 - X. a force majeure event.
 - b) ancillary items, including but not limited to, answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/ or consumables unless otherwise agreed in writing;
 - c) the maintenance or repair of any extension wiring, any Hardware not at the Site, or of anything other than the Hardware; or
 - d) the reprogramming of the Hardware to provide improved or modified services or facilities.
- 4.14 In the event that CCS Media carries out Maintenance Services to any Hardware which has, in its reasonable opinion failed or become faulty due (wholly or partially) to any of the circumstances described in clause 4.13, CCS Media shall be entitled to charge reasonable additional fees for such services calculated in accordance with clause 10.5.
- 4.15 In carrying out the Maintenance Services CCS Media shall not (subject to clause 16) be liable, to the extent permitted by law, for the loss of any data or information stored on the Hardware or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer shall ensure that appropriate backups of all data and information are maintained.
- 4.16 In rectifying any fault to Hardware it may be necessary for CCS Media to reset the Hardware's software. In such cases, CCS Media shall not be responsible for resetting or reloading equipment programming and user profiles.
- 4.17 The Maintenance Services are limited to the provision and repair of the Hardware by CCS Media on a like for like basis, which may include CCS Media supplying reconditioned parts for Hardware and reconditioned Hardware. Any Hardware that is removed or replaced and any parts that are removed or installed in Hardware in the

carrying out of the Maintenance Services shall become or shall remain (as the case may be) the property of CCS Media.

4.18 Subject to clause 16, CCS Media shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Hardware.

4.19 If the Customer terminates a Contract (in whole or in part) without cause for Maintenance Services before the end of any applicable Minimum Term or Extended Term, the Customer shall pay to CCS Media all charges that would have accrued during the period from the expiry of the Customer's notice to terminate to the end of the Minimum Term or Extended Term (as the case may be).

4.20 The following provisions of this clause 4.20 shall apply in the event that after the Handover Date the Customer terminates the Contract for Maintenance Services prior to the expiry of the Minimum Term or the Extended Terms as the case may be:

- a) In this clause 4.20 **Remainder of the Term** means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract. Where the Customer terminates the Contract for Maintenance Services before the Handover Date then the Remainder of the Term shall be deemed to have commenced on the Contract Date.
- b) The Customer acknowledges and accepts that to enable CCS Media to provide Maintenance Services to the Customer, CCS Media or the Company will enter into a contract for a fixed term with its supplier prior to the Handover Date. As is common with such contracts CCS Media (or where relevant, the Company) will remain liable to its supplier whether or not the Contract for Data Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.
- c) In the event that the Customer is in breach of contract by terminating the Contract for Maintenance Services, without cause, before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to CCS Media as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to CCS Media for the Remainder of the Term for the Maintenance Services (calculated at the rate which applied at the time of termination). Where such termination occurs after the Contract Date but before the Commencement Date then the rate shall be the rate that would have applied at the Commencement Date had the Contract not been terminated.

5. TERMS APPLICABLE TO FIXED NETWORK SERVICES

5.1 Subject to clause 2.7 and clause 5.4, the supply of the Fixed Network Services shall commence on the Commencement Date and shall continue for the Minimum Term.

5.2 Subject to clause 5.3, the Fixed Network Services Contract shall automatically extend for 3 calendar months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term to terminate the Fixed Network Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

5.3 Where the Customer is a Small Business Customer, the Customer may terminate the Fixed Network Services Contract by giving not less than 95 days prior notice in writing to CCS Media, such notice to expire no earlier than the end of the Minimum Term thereafter the Fixed Network Services Contract shall continue with the Small Business Customer subject to either party's right to terminate the Fixed Network Services Contract on 95 days' prior written notice to the other party.

5.4 The provision of any Fixed Network Services by CCS Media under a Fixed Network Services Contract is conditional on:

- a) CCS Media carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the Fixed Network Services;
- b) the installation of the lines over which the Fixed Network Services are to be provided and such lines being

fully operational; and

- c) the Customer providing to CCS Media to its satisfaction accurate information and data to enable CCS Media to calculate the Charges and to carry out a site survey.

5.5 CCS Media warrants to the Customer that Fixed Network Services will be provided using reasonable care and skill. The Customer agrees that CCS Media cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Fixed Network Services must be notified to CCS Media in accordance with clause 5.6.

5.6 The Customer shall notify CCS Media of any interruption, fault or error with the Fixed Network Services in accordance with the Company's Fault Handling Policy (available on the Company Website or as provided by CCS Media upon the request of the Customer) as amended from time to time. CCS Media shall use reasonable endeavors to correct or cure any interruption, fault or error with the Fixed Network Services in accordance with the Company's Fault Handling Policy, save that time shall not be of the essence.

5.7 Notwithstanding any other provision of these Terms and Conditions, CCS Media shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of Carriers that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Fixed Network Services.

5.8 All and any telephone numbers allocated to the Customer in connection with the Fixed Network Services may be withdrawn by OFCOM and accordingly CCS Media does not warrant or represent that such telephone numbers can be provided to the Customer. The Customer acknowledges and agrees that any telephone numbers allocated to it are allocated on the basis of a license and the Customer agrees not to sell or transfer any telephone number provided to it (except where the Customer has a right to port that telephone number) For the avoidance of doubt, telephone numbers may be irrevocably lost when the analogue network is shut down and CCS Media bears no liability to the Customer for numbers lost in this instance.

5.9 In relation to the use of the Fixed Network Services the Customer agrees:

- a) to ensure that the Fixed Network Services are not used to make offensive, indecent, menacing, nuisance or hoax calls;
- b) not to use the Fixed Network Services in any way that may, in CCS Media's reasonable opinion, damage its reputation or the reputation of the Company;
- c) not to contravene any laws, regulations or codes of conduct that may, from time to time, be applicable to the use or supply of the Fixed Network Services;
- d) to implement and maintain appropriate security and control over its networks, equipment and business to prevent fraud and to prevent calls being generated by third parties;
- e) to adequately maintain all equipment utilised in connection with the Fixed Network Services and ensure its compatibility in terms of technical specification;
- f) not to use nor permit the Fixed Network Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud or other unlawful activity;
- g) not to allow any unauthorised use of the Fixed Network Services and to take all reasonable security measures to prevent such use;
- h) not to sell or resell the Fixed Network Services in whole or in part;
- i) not to misuse the Fixed Network Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network;
- j) that CCS Media or the Company may publish details of the Customer's name, address and telephone number(s) in the Directory Enquiries Service, unless the Customer expressly confirms to CCS Media and the Company in writing that it would like a special entry to be made, for which CCS Media or the Company may make an additional charge;
- k) that to the extent the Fixed Network Services contain VOIP services, clause 6.13 shall also apply save that references in that clause to Data Services shall be deemed to be references to Fixed Network Services;
- l) in order to protect the Customer against unauthorised transfer of Fixed Network Services, in the event that the Customer fails to contact CCS Media not less than 7 days prior to any transfer date in accordance with the Company's Customer Transfer Preference Policy, CCS Media may cancel any order made with a

third party supplier;

- m) and undertakes not to cause any attachments to be connected (directly or indirectly) to the Fixed Network Services, other than those that meet the appropriate essential requirements of the Radio Hardware and Telecommunications Terminal Hardware Regulations 2000 and any other requirements or standards under applicable law or as prescribed in the description of the Fixed Network Services published from time to time.

- 5.10 Any equipment installed or supplied by CCS Media or the Company to the Customer in connection with the Fixed Network Services (including but not limited to handsets) shall, except for equipment purchased and paid for by the Customer under clause 4, at all times remain the property of CCS Media or the Company (as the case may be). Clause 4.3 shall apply to such equipment as if it were deemed to be Hardware. The Customer shall return such equipment to CCS Media or the Company (as applicable) immediately on request and shall be liable for costs, losses, damages and expenses incurred by CCS Media and/or the Company for the repair, recovery and replacement of such equipment.
- 5.11 Upon termination of the Fixed Network Services Contract (for whatever reason), the Customer shall save where the Customer has explicitly purchased and paid for the handsets outright, return any handsets installed or supplied by CCS Media to the Customer in connection with the Fixed Network Services at the Customer's cost. If such handsets are not returned within ten days following the termination of the Fixed Network Services Contract, CCS Media reserves the right to charge the Customer a fee in respect of each handset, as specified in the Tariff.
- 5.12 CCS Media shall be entitled to levy additional charges in the event that the Customer supplies inaccurate or misleading information to CCS Media or if the results of any survey reveal additional construction work is required in order for CCS Media to supply the relevant Fixed Network Services.
- 5.13 Where the transfer of lines and services of another supplier occurs, then the provision of any and all relevant existing services supplied to the Customer by such supplier will automatically transfer to CCS Media and will be charged for by CCS Media in accordance with the Tariff.
- 5.14 The Customer acknowledges and accepts that it is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services, or otherwise, unless it is clearly stated on the Services Order Form that CCS Media will pay for such charges in which case CCS Media will pay for such charges but limited to those specifically as set out on the Services Order Form.
- 5.15 The Customer accepts and acknowledges that CCS Media will prior to the Handover Date have spent a significant amount of time and incurred expense in preparation for the provision of the Fixed Network Services to the Customer. In the event that the Customer terminates the Contract for Fixed Network Services, in breach of the contract, prior to the Handover Date it shall pay to CCS Media a charge of £500 (exc. VAT).
- 5.16 The following provisions of this clause 5.16 shall apply in the event that after the Handover Date the Customer terminates the Contract for Fixed Network Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be:
- a) In this clause 5.16 Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract.
 - b) Save where the Customer has contracted for the supply of line rental only, the Customer agrees that it shall not on lines contracted to be billed by CCS Media use those lines for calls charged for by another supplier. If in breach of this clause the Customer does use lines supplied by CCS Media for the carriage of calls charged for by another supplier the Customer shall be deemed to be in breach of the Contract for the supply of Fixed Network Services and at CCS Media's option the Customer shall be deemed to have terminated the Contract for Fixed Network Services in breach of contract and the provisions of this clause 5.16 shall apply;
 - c) If in breach of contract the Customer terminates a Contract for Fixed Network Services, without cause, before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may

be), the Customer shall be liable to pay to CCS Media an amount calculated in the following manner: (by reference to line rental) the sum that it would have paid to CCS Media for the rental of the lines for the Remainder of the Term calculated at the rate then applying at the time of termination.

5.17 The following provisions of this clause 5.17 shall apply in the event that after the Contract Date the Customer terminates the Contract for Fixed Network Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be:

- a) In this clause 5.17 Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract. Where the Customer terminates the Contract for Fixed Network Services in breach of contract after the Contract Date but before the Handover Date then the Remainder of the Term shall be deemed to have commenced on the Contract Date.
- b) The Customer acknowledges and accepts that to enable CCS Media to provide the Fixed Network Services to the Customer, CCS Media will enter into a contract for a fixed term with its supplier at the prior to the Handover Date. As is common with such contracts CCS Media will remain liable to its supplier whether or not the Contract for Fixed Network Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.
- c) In the event that the Customer is in breach of contract by terminating the Contract for Data Services, without cause or otherwise in accordance with clause 5.2 or 5.3 if applicable (and/or 5.4 where the Customer is a Small Business Customer) before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to CCS Media as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to the Company for the Remainder of the Term for the Fixed Network Services (calculated at the rate which applied at the time of termination). Where such termination occurs after the Contract Date but before the Commencement Date then the rate shall be the rate that would have applied at the Commencement Date had the Contract not been terminated.

5.18 The Customer agrees not to use in connection with the Fixed Network Service provided by CCS Media any telephone number that the Customer does not have the legitimate right to use. In this regard the Customer shall not "present out" any telephone number that it does not have the right to use; such as a telephone number of a competitor.

5.19 Where CCS Media grants to the Customer a Hosted License it shall terminate at the point when the Company ceases to provide to the Customer the Fixed Network Services in respect of which the Hosted License was granted and the Hosted License and all rights in the Hosted License shall revert to and be owned in their entirety by CCS Media.

5.20 Where the Fixed Network Services involve the supply of VOIP services, then it is agreed that the following shall apply and the Customer accepts that:

- a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and that any suspension or interruption of the VOIP service may result in the Customer being unable to make emergency calls;
- b) the VOIP services are generally not considered to be as reliable as calls made over conventional telephone lines and Customers are advised to maintain the ability to make telephone calls other than through a VOIP system, such as by maintaining a conventional telephone line or mobile connection;
- c) the Customer acknowledges that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond CCS Media's control, such as those specified in clause 19.1 (force majeure); and
- d) the VOIP services may not offer all of the features or resilience that the Customer may expect from a conventional telephone line.

6. TERMS APPLICABLE TO DATA SERVICES

6.1 Subject to clause 6.6, the supply of the Data Services shall commence on the Commencement Date and shall continue for the Minimum Term.

- 6.2 Subject to the remaining provisions of this clause if the Commencement Date for the provision of Data Services has not occurred prior to the first anniversary of the Contract Date for the Data Services then the Contract in respect thereof shall be deemed to have terminated unless the delay is outside of the control of CCS Media. Further, the period may be extended in by such period as CCS Media and the Customer agree. The rights of the parties that have accrued prior to such termination shall not be affected by such termination.
- 6.3 Subject to clause 6.4 the Data Services Contract shall automatically extend for 3 calendar months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Data Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.
- 6.4 Where the Customer is a Small Business Customer, the Customer may terminate the Data Services Contract by giving not less than 90 days' notice in writing to CCS Media, such notice to expire no earlier than the end of the Minimum Term. Thereafter the Data Services Contract shall continue with the Small Business Customer subject to either party's right to terminate the Data Services Contract on 90 days' prior written notice to the other party.
- 6.5 The provision of any Data Services by CCS Media under a Data Services Contract is conditional on:
- a) CCS Media carrying out such surveys as it considers necessary to satisfy itself that it is feasible for it to supply the Data Services and CCS Media being satisfied with the results of such surveys;
 - b) CCS Media not being prevented by circumstances and factors outside of its control from being able to supply the Data Services. Examples of such circumstance and factors include (without limit) the infrastructure not being able to support the Data Services, the Customer not obtaining the necessary permission from third parties such as a landlord to install the necessary infrastructure, or a public body such as a local authority or highways authority withholding consent to the installation of the infrastructure where such consent is required;
 - c) the installation of the lines or ethernet cable over which the Data Services are to be provided and such lines being fully operational; and
 - d) the Customer providing to CCS Media's satisfaction accurate information and data to enable CCS Media to calculate the Charges and to carry out or commission a site survey.
- 6.6 If, following carrying out the surveys referred to in clause 6.5, it is apparent that to enable the Data Services to be provided, infrastructure is required in addition to that which is already in place, then CCS Media will provide the Customer with a quotation for undertaking such work, and the Customer may either accept that quotation or not accept that quotation. If the Customer accepts the quotation then CCS Media shall arrange for the work to be carried out to install the infrastructure required and the cost thereof shall be paid by the Customer in accordance with the quotation, which shall be in addition to other costs payable by the Customer. If the Customer does not accept the quotation within 7 days, then either the Customer or CCS Media may terminate the service items on the Services Order Form that relate to the relevant Data Services and the Company will not be obliged to provide Data Services to the Customer.
- 6.7 CCS Media warrants to the Customer that Data Services will be provided using reasonable care and skill. The Customer agrees that CCS Media cannot guarantee that the Data Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Data Services must be notified to CCS Media in accordance with clause 6.9.
- 6.8 The Customer shall notify CCS Media and the Company of any interruption, fault or error with the Data Services in accordance with the Company' Fault Handling Policy (available at the Company Website or provided by t CCS Media upon the request of the Customer) as amended from time to time. CCS Media shall use reasonable endeavours to correct or cure any interruption, fault or error with the Data Services in accordance with the Company' Fault Handling Policy, save that time shall not be of the essence.
- 6.9 Notwithstanding any other provision of these Terms and Conditions, CCS Media shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of suppliers that may

(wholly or partially) cause, impact or result in any interruption, fault or error with, or withdrawal of (temporarily or permanently), the Data Services.

6.10 In relation to the use of the Data Services the Customer agrees and where appropriate accepts:

- a) to comply with the obligations in clauses 5.10(a) to 5.10(i) (inclusive) as if references in those clauses to Fixed Network Services were references to Data Services;
- b) not to misuse the Data Services in any way, including sending or receiving data in such a manner or volume so as to exceed agreed usage limits or so as to adversely affect the network, CCS Media, the Company or its other Customers;
- c) that the speed of any Data Services or connection depends on a number of factors beyond the CCS Media's control (including external factors and physical factors) such as local availability, the distance from the exchange and peak traffic volume) and that CCS Media does not warrant or represent that the Customer's connection(s) will produce the maximum advertised speed;
- d) that except where stated otherwise in the Services Order Form, the Data Services do not include the supply by CCS Media of lines, modems and other equipment that might be required by the Customer to utilize the Services nor advice on these unless CCS Media is specifically engaged to do so under a separate contract which shall be in addition to the provision of Data Services under the Data Services Contract;
- e) to comply with the Fair Use Policy (available at the Company Website or provided by CCS Media upon the request of the Customer) as amended from time to time;
- f) provide suitable space and environment at the Site for the equipment used in the provision of the Data Services (such as sufficient cooled space on a rack) and to do so in a timely manner. Compliance by the Customer with this clause shall be entirely at the Customers cost.
- g) In respect of any router supplied by or on behalf of CCS Media for a managed internet Ethernet circuit unless otherwise specifically agreed with the Company:
 - I. the router will be provided in a routed IP configuration and its sole purpose is to create an interface for the Customer to plug equipment into and it is not to be used for any other purpose;
 - II. the router is the demarcation point at which the responsibility for the provision of Data Services by CCS Media ends;
 - III. access to the command interface of the router (which would be required to configure the router) will not be provided to the Customer, nor will other functions that the router may be capable be enabled such as wireless connectivity and firewall functionality;
 - IV. CCS Media is not responsible for configuration of the router other than to an IP configuration; and
 - V. CCS Media shall not be responsible for installing firewalls or plugging in the router and if the Customer requires firewalls the Customer shall be responsible for processing their installation.
- h) In respect of a router supplied by or on behalf of the Company for an internet broadband service it will be provided in a NAT (Network Address Translation) configuration with DHCP Scope enabled unless otherwise agreed.

6.11 CCS Media and the Company are under a duty to all of their customers to preserve network integrity and capacity and avoid degradation. The Customer agrees that:

- a) if in CCS Media's or the Company's reasonable opinion the Customer's use of Data Services is adversely affecting, or may adversely affect, integrity and capacity of networks, CCS Media may take such steps as it deems appropriate to manage the Customer's Data Services including but not limited to changing the supplier of the Data Services;
- b) CCS Media, the Company and/or the Carrier may take such steps as it deems necessary to stop emails that appear to be bulk emails or which appear to be of an unsolicited nature from entering networks and this may include blocking access to or delivery of any such emails; and
- c) CCS Media, the Company and/or the Carrier may operate virus screen technology which may result in the deletion or alteration of emails or their attachments.

6.12 Where the Data Services involve the supply of VOIP services, then it is agreed that the following shall apply and the Customer accepts that:

- a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and

that any suspension or interruption of the VOIP service may result in the Customer being unable to make emergency calls;

- b) the VOIP services are generally not considered to be as reliable as calls made over conventional telephone lines and Customers are advised to maintain the ability to make telephone calls other than through a VOIP system, such as by maintaining a conventional telephone line or mobile connection;
- c) the Customer acknowledges that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond CCS Media's control, such as those specified in clause 19 (Force Majeure); and
- d) the VOIP services may not offer all of the features or resilience that the Customer may expect from a conventional telephone line.

6.13 Other than Hardware purchased by the Customer, any equipment installed or supplied by CCS Media to the Customer in connection with the Data Services (including but not limited to routers) shall at all times remain the property of CCS Media or its suppliers. The provisions of clauses 4.3(a) to 4.3(d) shall apply to all such equipment. The Customer shall return such equipment to CCS Media immediately on request or cessation of the provision of Data Services and the Customer shall be liable for all costs, losses, damages and expenses incurred by CCS Media for the repair, recovery and replacement of such equipment.

6.14 Upon termination of the Data Services Contract (for whatever reason), the Customer shall return any routers installed or supplied by CCS Media or the Company to the Customer in connection with the Data Services at the Customer's cost. If such routers are not returned within five days following the termination of the Data Services Contract, CCS Media reserves the right to charge the Customer a fee in respect of each router, as specified in the Tariff.

6.15 Where the Customer wishes to transfer the provision of any lines or services from another supplier to the CCS Media, the Customer shall:

- a) provide to CCS Media such accurate information as is required by CCS Media to enable the migration from the current supplier; and
- b) be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer.

6.16 The Customer acknowledges and accepts that it is liable for all cancellation or termination payments and charges (including without limitation any early termination charges) levied by a previous supplier for the transfer of the provision of services and lines to CCS Media unless it is expressly stated on the Services Order Form that CCS Media will be responsible for the payment of such Charges.

6.17 The Customer accepts and acknowledges that CCS Media will prior to the Commencement Date have spent a significant amount of time and incurred expense in preparation for the provision of Data Services to the Customer. In the event that the Customer terminates the Contract, in breach of contract, prior to the Connection Date it shall pay to CCS Media: an amount equal to the direct expenses (plus vat) incurred by CCS Media to its supplier(s) in the preparation of Data Services to the Customer.

6.18 The following provisions of this clause 6.18 shall apply in the event that after the Connection Date the Customer terminates the Contract for Data Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be:

- a) In this clause 6.18 Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract. Where the Customer terminates the Contract for Data Services in breach of contract after the Connection Date but before the Handover Date then the Remainder of the Term shall be deemed to have commenced on the Connection Date.
- b) The Customer acknowledges and accepts that to enable CCS Media to provide the Data Services to the Customer, CCS Media will enter into a contract for a fixed term with its supplier at the Connection Date. As is common with such contracts CCS Media will remain liable to its supplier whether or not the Contract for Data Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.
- c) In the event that the Customer is in breach of contract by terminating the Contract for Data Services

otherwise than in accordance with clause 6.3 or 6.4 if applicable (and/or 6.5 where the Customer is a Small Business Customer) before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to CCS Media as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to CCS Media for the Remainder of the Term for the Data Services (calculated at the rate which applied at the time of termination). Where such termination occurs after the Connection Date but before the Commencement Date then the rate shall be the rate that would have applied at the Commencement Date had the Contract not been terminated.

7. TERMS APPLICABLE TO IT SUPPORT SERVICES

7.1 For the purpose of the IT Support Services, the following terms shall have the following meanings:

Service Level Agreement: the service levels for the provision of IT Support Services as set out on the Company Website or as provided by CCS Media upon the request of the Customer, as varied from time to time.

System: the hardware, operating systems and software listed in the Services Order Form.

Support Hours: the hours listed on the Services Order Form and/or as set out in the Service Level Agreement. Where the Company procures certain support from third parties the Support Hours in such circumstances shall be as provided by the third party (which will be notified to the Customer through the provision of or access to the third parties standard support terms or otherwise in writing).

Out of Hours: such hours and times that not within the Support Hours.

Support Request: includes the following: a request submitted by the Customer via telephone or email for support by CCS Media and/or the Company under the IT Support Services; and automated messages for support generated by the System and sent directly to CCS Media and/or the Company for attention.

7.2 Subject to clause 2.2, the supply of the IT Support Services shall commence on the Commencement Date and continue for the Minimum Term.

7.3 The IT Support Services Contract shall automatically extend for 3 calendar months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the IT Support Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

7.4 The provision of any IT Support Services by CCS Media under an IT Support Services Contract is conditional on:

- a) CCS Media carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the IT Support Services which form part of the relevant Services Order Form; and
- b) the Customer providing to CCS Media to its satisfaction accurate information and data to enable CCS Media to provide IT Support Services.

7.5 Subject to the Customer's payment of the Charges, CCS Media will (via the Company) provide the IT Support Services to the Customer:

- a) during Support Hours, unless support during Out of Hours is requested by the Customer and this is agreed to be provided by CCS Media;
- b) meeting or exceeding the service levels referred to in the Service Level Agreement; and
- c) remotely, unless otherwise agreed between CCS Media and the Customer.

7.6 In relation to the use of the IT Support Services the Customer agrees:

- a) that the IT Support Services shall be provided by CCS Media remotely, unless otherwise agreed;
- b) to permit CCS Media and where relevant, the Company, remote access to its System and inform CCS Media and the Company of any changes to passwords or other security devices to enable CCS Media and the Company to access the System;
- c) to keep back-up copies of its operating systems and software;

- d) to keep back-up copies of its data in line with recommendations made by the relevant software providers or CCS Media or the Company from time to time;
- e) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist CCS Media and the Company in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults;
- f) to promptly check that files have been restored from back-up when restoration from back-up has been tested.

7.7 CCS Media shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and use its reasonable endeavours to respond to all Support Requests with a break fix in accordance with the response times set out in the Service Level Agreement.

7.8 CCS Media or the Company will seek to acknowledge all Support Requests within one working office hour of being logged.

7.9 The Customer acknowledges and agrees that:

- a) in the event that a fault in the System is caused by an error or defect in the operating system or software, the sole responsibility of CCS Media will be to notify the Customer of the issue and to devise (where possible) a workaround for the Customer;
- b) the sole responsibility of CCS Media in respect of any hardware issues shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty;
- c) CCS Media will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures.

7.10 In the event that the Customer requests and the CCS Media provides IT Support Services in excess of the Customer's allocated allowance, CCS Media shall be entitled to charge additional fees for such services in accordance with clause 10.10.

7.11 CCS Media warrants to the Customer that the IT Support Services will be rendered by personnel with appropriate skills and experience to provide the IT Support Services. The Customer agrees that CCS Media cannot guarantee that the provision of the IT Support Services will cause the System to work without interruption or error. The warranties provided by CCS Media in clause 3.4 and this clause 7.13 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the IT Support Services.

7.12 The Customer warrants to CCS Media that it owns or has the benefit of a valid and subsisting license to use every element of the System and it has full authority to permit CCS Media (and the Company) to perform the IT Support Services hereunder.

7.13 The Customer will fully indemnify and hold harmless the CCS Media and the Company against all reasonable costs (including legal costs), expenses, liabilities, losses, damages and judgements that the CCS Media and/or the Company may incur or be subject to as a result of a breach of clause 7.12.

7.14 Introduction Fees and Non-Solicitation of Employees.

- a) In this clause 7.14 the following terms are defined as follows;

"Helpdesk Service" the service provided by CCS Media (itself or via the Company) to Customers by which CCS Media (itself or through the Company) provides assistance to the Customer in respect of IT matters by telephone and/or remote electronic access.

"Restricted Company Employee" means an employee or former employee who has been an employee of CCS Media or the Company:

- I. attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; or
- II. personally provided IT Support Services directly to the Customer via the Helpdesk Service; or
- III. both attended the premises of the Customer in connection with the provision of the IT Support Services to the

Customer and personally provided IT Support Services directly to the Customer via the Helpdesk Service.

“Relevant Date” the last occurring of:

the date when the Restricted Company Employee last attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; and the date when the Restricted Company Employee last provided the IT Support Services to the Customer via the Helpdesk Service.

- b) The Customer shall not without the express written consent of CCS Media or the Company (as applicable) within 12 months from the Relevant Date employ, recruit, hire or otherwise engage a Restricted Company Employee.
- c) If contrary to the provisions of clause 7.14(b) the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted Company Employee without the prior written consent of CCS Media or the Company (as applicable) then by way of an introduction fee the Customer shall pay to CCS Media or the Company (as applicable) an amount equal to the greater of;
 - I. 50% of the remuneration paid to the Restricted Company Employee by CCS Media or the Company (as applicable) in the preceding 12 calendar months prior to the Relevant Date; or
 - II. the sum of £12,500

Such sums exclusive of VAT which if applicable is payable in addition.

- d) If the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted Company Employee without the prior written consent of CCS Media or the Company (as applicable) then the Customer will in addition to the introduction fee detailed in clause 7.14(c) also pay by way of liquidated damages, to CCS Media or the Company (as applicable) an amount equal to the greater of those amounts calculated or set out in clause 7.14(c).

8. TERMS APPLICABLE TO MOBILE SERVICES

- 8.1 For the purpose of the Mobile Services, the following terms shall have the following meanings: **Airtime Provider:** the relevant mobile network operator or wireless communications service provider. **Connection:** connection to any Airtime Provider's network.

Hardware Fund: the fund allocated to the Customer to allow it to purchase equipment in connection with the Mobile Services.

Support Hours: 08:30 to 17:30 (GMT).

Mobile Services: the mobile services to be provided by CCS Media to the Customer, where the Customer is directly contracted with CCS Media and not an Airtime Provider.

- 8.2 The Mobile Services shall commence on the Commencement Date and continue for the Minimum Term.

- 8.3 The Mobile Services Contract shall automatically extend for 3 calendar months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

- 8.4 Where the Customer is a Small Business Customer, the Customer may terminate the Mobile Services Contract by giving not less than 90 days' notice in writing to CCS Media, such notice to expire no earlier than the end of the Minimum Term. Thereafter the Mobile Services Contract shall continue with the Small Business Customer subject to either party's right to terminate the Mobile Services Contract on 90 days' prior written notice to the other party.

- 8.5 The provision of any Mobile Services by CCS Media under a Mobile Services Contract is conditional on:

- a) the Customer providing to CCS Media to its satisfaction accurate information and data to enable the Company to provide Mobile Services;

- b) Network coverage; and
- c) Availability of equipment.

8.6 Subject to the Customer's payment of the Charges, CCS Media will provide remote support for the Mobile Services to the Customer during Support Hours, including the operation and maintenance of a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.

8.7 In relation to the use of the Mobile Services the Customer agrees:

- a) that any support for the Mobile Services shall be provided by CCS Media remotely, unless otherwise agreed;
- b) to keep their data backed-up and ensure that software updates are maintained;
- c) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist CCS Media in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.

8.8 The Customer acknowledges and agrees that:

- a) CCS Media bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network, software or any hardware provided or supplied to the Customer;
- b) the sole responsibility of CCS Media in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty; and
- c) CCS Media will not be liable for any loss of data, loss of productivity or financial losses incurred or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system.

8.9 CCS Media warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that CCS Media cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to CCS Media using the telephone helpdesk referred to in clause 8.6. The warranties provided by CCS Media in clause 3.4 and this clause 8.9 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.

8.10 The Customer warrants to CCS Media that, where CCS Media provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is for the Customer to receive and/or use the Mobile Services. By way of example and without limitation, the Customer must check and ensure that any handset it proposes to use is unlocked and this shall not be the responsibility of CCS Media.

8.11 Notwithstanding any other provision of these Terms and Conditions, CCS Media shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Mobile Services.

8.12 The Customer will fully indemnify and hold harmless CCS Media against all costs (including legal costs), expenses, liabilities, losses, damages and judgements that the Company may incur or be subject to as a result of a breach of clause 8.11.

8.13 Any equipment supplied or installed by CCS Media or the Company, to the Customer in connection with the Mobile Services (including but not limited to SIMs, handsets and any subsidised equipment) shall at all times remain the property of the CCS Media or the Company (as applicable), except where the equipment has been purchased by the Customer in accordance with clause 4. Clause 4.3 and clause 4.4 shall apply to such equipment as if it were deemed to be Hardware. The Customer shall return such equipment to CCS Media or

the Company (as applicable) immediately on request and shall be liable for costs, losses, damages and expenses incurred by them for the repair, recovery and replacement of such equipment.

8.14 Upon termination of the Mobile Services Contract by the Customer in breach of the contract, the Customer shall return any handsets and SIMs installed or supplied by CCS Media to the Customer in connection with the Mobile Services at the Customer's cost. If such handsets and SIMs are not returned within five days following the termination of the Mobile Services Contract, CCS Media reserves the right to charge the Customer a fee in respect of each handset, such fee being the full market value of the handset(s) at the time of being supplied to the Customer.

8.15 In relation to any equipment that is supplied or installed by CCS Media to the Customer in connection with the Mobile Services hereunder, except for equipment purchased by the Customer under clause 4, the following shall apply:

- a) the Customer shall notify CCS Media in writing within three (3) Business Days of receipt if any of the equipment is damaged, or if the order has been incorrectly fulfilled, whereupon CCS Media shall replace, refund or repair the equipment;
- b) CCS Media is not obliged to offer the Customer a refund, exchange or credit to the Hardware Fund in the event that equipment is ordered by the Customer in error;
- c) CCS Media is not obliged to agree to any upgrades to the equipment it supplies to the Customer at any time, including during or after the Minimum Term (if applicable) but if it does, CCS Media shall be entitled to extend the Minimum Term;
- d) the supply of equipment by CCS Media to the Customer shall be subject to availability.

8.16 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by CCS Media in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.

8.17 Where the Mobile Services Contract is completed, then full title of any handsets supplied by CCS Media shall transfer to the Customer.

8.18 The right for the Customer to claim any outstanding amounts held by CCS Media in the Hardware Fund shall terminate at the expiry of the Minimum Term or upon the earlier termination of the relevant Contract.

8.19 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, or upon the earlier termination of the relevant Contract, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to CCS Media invoicing the full amount, and to pay that amount in line with CCS Media's standard payment terms.

8.20 The following provisions of this clause 8.20 shall apply in the event that after the Connection Date the Customer terminates either Connection(s) for Mobile Services or a Mobile Services Contract in its entirety in breach of Contract prior to the expiry of the Minimum Term or the Extended Terms for such Connection(s) and/or Mobile Services Contract as the case may be:

- a) In this clause 8.20 Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract) the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract.
- b) The Customer acknowledges and accepts that to enable CCS Media to provide the Mobile Services to the Customer, CCS Media will enter into a contract for a fixed term with its supplier at the Connection Date. As is common with such contracts CCS Media will remain liable to its supplier whether or not the Contract for Mobile Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.
- c) In the event that the Customer is in breach of contract by terminating the Contract for Mobile Services before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to CCS Media as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to the Company for the Remainder of the Term for the Mobile Services (calculated at the rate which applied at the time of termination).

- d) Hardware Fund and early termination of a Mobile Services Contract - Where the Customer terminates a Mobile Service Contract (and consequently all Connections under it) prior to the expiry of the Minimum Term or where applicable the end of an Extended Term (as the case may be) for that Mobile Services Contract, the Customer shall pay to CCS Media a lump sum termination payment calculated as the total amount of the Hardware Fund applied on behalf of the Customer (whether made available to the Customer initially at the point of connection or renewal, as applicable), minus any unspent amount currently held by CCS Media for the Customer together with any amounts due and calculated in accordance with the Mobile Services Contract.
 - e) Hardware Fund and early termination of individual Connection(s) - Where the Customer terminates any Connection(s) (Relevant Connections) but not the entire Mobile Services Contract (in relation to which clause 8.20(d) will apply instead) prior to the expiry of the Minimum Term or where applicable the end of an Extended Term (as the case may be) for that Connection and a Hardware Fund has been utilised by the Customer, the Customer shall pay to CCS Media a lump sum equal to the "relevant proportion" of the Hardware Fund applied on behalf of the Customer (whether made available to the Customer initially at the point of Connection or renewal, as applicable), minus any unspent amount currently held by CCS Media together with any amounts due and calculated in accordance with the Mobile Services Contract. For the purposes of this clause "relevant proportion" shall mean the proportion that the Relevant Connections are to the overall total number of Connections contracted pursuant to the relevant Mobile Services Contract.
 - f) Provision of Hardware (outside of a Hardware Fund) and early termination of Connection(s) - Where the Customer terminates any Connection(s) prior to the expiry of the Minimum Term or where applicable the end of an Extended Term (as the case may be) for that Connection and equipment has been supplied by CCS Media in relation to that Connection either free of charge or at a reduced rate where there is no Hardware Fund (if there is a Hardware Fund clause 8.20(e) applies instead) the Customer shall pay to CCS Media a lump sum equal to the equipment provided for the Connection(s) in question, based on the market value of the equipment provided at the commencement of the current Minimum Term or where applicable the Extended Term (as the case may be) together with any amounts due and calculated in accordance with the Mobile Services Contract.
- (a) The sums stipulated in this clause 8.20 will be charged in addition to any contractual early termination fees imposed by either the Company, or the applicable Airtime Provider in relation to the contract with said Airtime Provider.

9. CUSTOMER'S GENERAL OBLIGATIONS AND TERMS APPLICABLE TO ALL SERVICES

9.1 In relation to the Services, the Customer:

- a) shall ensure that the terms of the Order and any information it provides to CCS Media for inclusion in the Specification are complete and accurate;
- b) shall co-operate with CCS Media in all matters relating to the relevant Services;
- c) shall provide CCS Media, the Company, its or their employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by CCS Media and/or the Company;
- d) shall provide CCS Media with such information and materials as CCS Media may reasonably require in order to supply the relevant Services and/or Hardware, and ensure that such information is accurate in all material respects;
- e) shall prepare its premises for the supply of the relevant Services (where applicable);
- f) shall obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start (where applicable);
- g) agrees that CCS Media and/or the Company may from time to time monitor or record calls made to CCS Media or the Company or by CCS Media or the Company to improve customer service, for training or for marketing purposes;
- h) agrees that CCS Media shall not be liable or responsible for any failure or delay in the Services due to or in connection with any third party infrastructure applicable to the supply of any Services;
- i) agrees to co-operate with any criminal investigations or any investigation of any regulatory body that is applicable to the supply of any of the Services;
- j) be responsible for ensuring the accuracy of all specifications, drawings, sketches, plans, descriptions and instructions provided to CCS Media in connection with the supply of any Services and/or Hardware; and
- k) shall comply with all Service Specific Conditions.

- 9.2 The Customer is responsible and shall be liable to CCS Media for the use of the Services including for any Charges incurred, by the actions of any of its employees and any other person who has been given access to use the Services by the Customer and any person who gains access to use the Services for fraudulent purposes including in each case where such use was not authorised by the Customer. The Customer is strongly advised to install robust and effective security provisions to prevent unauthorised and/or fraudulent use.
- 9.3 If CCS Media's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation or comply with any obligation or policy under the relevant Contract (a **Customer Default**):
- a) CCS Media shall without limiting its other rights or remedies have the right to suspend performance of any Service 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 that the Customer Default prevents or delays CCS Media's performance of any of its obligations;
 - b) CCS Media shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CCS Media's failure or delay to perform any of its obligations as set out in this clause 9.3; and
 - c) the Customer shall reimburse CCS Media on written demand for any costs or losses sustained or incurred by CCS Media arising directly from the Customer Default.
- 9.4 Without prejudice to clause 9.3 or any other remedy available to CCS Media, CCS Media shall be entitled to suspend the performance of any Service or terminate the Contract relating to the relevant Service without further liability to the Customer in the event that CCS Media:
- a) is obliged to comply with any order, instruction or request of any competent governmental body, or a third party supplier of that Service to the Customer;
 - b) terminates the provision of telecommunications services;
 - c) in its reasonable opinion, the Company or the Carrier believes the Service are being used fraudulently or unlawfully;
 - d) in its reasonable opinion CCS Media or the Carrier needs to carry out improvements or repairs to any networks or equipment relating to the applicable Services; or
 - e) the Company terminates or suspends the provisions of any of its services for any reason, under the agreement made between CCS Media and the Company.
- 9.5 CCS Media may at its sole discretion refuse to provide support in respect of the relevant Services and/or support any Hardware if the Customer fails to pay one or more invoice by the relevant due date, and the Customer acknowledges and agrees that any such support may be withheld until CCS Media is satisfied that any outstanding payment has been made or outstanding balance rectified.
- 9.6 CCS Media shall not be liable for any charges resulting from or in connection with fraudulent or unauthorised use of a Service and/or Hardware and the Customer shall be responsible for and pay all charges, costs, fees and expenses resulting from or in connection with any fraudulent or unauthorised use of any Service and/or Hardware.

10. CHARGES AND PAYMENT FOR SERVICES

- 10.1 The Charges for the Services and/or the Hardware shall be charged to and payable by the Customer in accordance with this clause 10 and in the case of Data Services and Fixed Network Services in accordance with this clause 10 and clause 11.
- 10.2 The Charges for the Hardware and Installation Services shall be as specified in the Services Order Form and calculated in accordance with these Terms and Conditions. Except as otherwise specified in the Services Order Form Charges for Hardware and Installation Services shall be payable on Delivery. In circumstances where the Service is comprised of more than one element and the Charges are structured accordingly, the Charges in respect of any particular element will become payable in accordance with this clause with effect from the service commencement date for that particular element, notwithstanding that other elements may not yet have reached their particular service commencement date.

- 10.3 The Charges for the Maintenance Services shall be as specified in the Services Order Form and calculated in accordance with these Terms and Conditions. Except as otherwise specified in the Services Order Form, Charges for Maintenance Services shall be payable annually in advance with the first payment due on the Commencement Date and continuing to be payable thereafter on each anniversary of the Commencement Date.
- 10.4 Where clause 4.16 applies in relation to Maintenance Services, CCS Media shall be entitled to make such additional charges as are calculated in accordance with the Tariff.
- 10.5 CCS Media may charge the Customer a call out fee where such call out occurs based on incorrect information being provided to CCS Media or where a call out occurs but the operative is unable to gain access to the premises within the times notified to the Customer for the call out.
- 10.6 The Charges for the Maintenance Services shall increase on each anniversary of the Commencement Date by a percentage amount equal to 2% above the percentage increase published in the Retail Prices Index (or any official index replacing it) during the previous 12 months. This shall be an upwards adjustment only.
- 10.7 The Charges for the IT Support Services shall be as specified in the Services Order Form and calculated in accordance with these Terms and Conditions. Except as otherwise specified in the Services Order Form or these Terms and Conditions Charges for IT Support Services shall be payable monthly in advance, via direct debit, with the first payment due on the Commencement Date and continuing to be payable each month thereafter on the anniversary of the Commencement Date.
- 10.8 Where IT Support Services are provided during Out of Hours or at the Customer's premises (or such location as is required by the Customer), the Charges shall be calculated by reference to the applicable hourly rates specified in the Services Order Form, or, if not stated in the Services Order Form, such hourly rates as specified in the Tariff. CCS Media may invoice the Customer in respect of such services rendered, immediately after their provision.
- 10.9 Where clause 7.12 applies in relation to the IT Support Services, CCS Media shall be entitled to make such additional charges as are calculated in accordance with or stipulated in the Tariff.
- 10.10 CCS Media shall not increase the monthly charge or its hourly rates in respect of the IT Support Services unless the Customer's network or user count has increased and at which point, any increase would need to be agreed by both parties prior to any increase being applied. The Customer's network and user count will be reviewed by the Company every six months from the Commencement Date.
- 10.11 Where Charges are calculated according to the Customer's usage, such usage shall be determined by reference to data recorded or logged by CCS Media or the Company and not by reference to any data recorded or logged by the Customer.
- 10.12 The provisions of this clause apply to any proposed increase in the Charges other than those referred to in clause 10.14 below (which reflect an increase caused by regulatory changes in respect of which the provisions of clause 10.16 apply). CCS Media reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff). CCS Media will give the Customer written notice of any such increase not less than 25 days before the proposed date of the increase (for these purposes written notice may include, without limitation detailing the updated Charges and/or Tariff on the Company's website). If such increase is not acceptable to the Customer, it shall notify CCS Media in writing within 10 days of the date of CCS Media's notice that the Customer wishes to terminate the Contract, failing which the Customer shall be deemed to have accepted the changes. For the avoidance of doubt the Customer accepts and agrees that it may not terminate the Contract under this clause if the increase does not exceed 15% per annum.
- 10.13 Subject to applicable regulations, CCS Media reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff) as a result of any increase in charges made to CCS Media by third party providers equal to any such increase. In such circumstances the Customer shall not have the right to cancel the Contract.

- 10.14 Where CCS Media proposes to increase its Charges for any Service (including by revising without limitation any Tariff) as a consequence of a regulatory change and that the increase is no greater than the additional cost to CCS Media caused by the regulatory change, it will give the Customer written notice of any such increase not less than 25 days before the proposed date of the increase (for these purposes written notice may include, without limitation detailing the updated Charges and/or Tariff on the Company's website). In such circumstances the Customer shall not have the right to cancel the Contract.
- 10.15 Except where otherwise specified in these Terms and Conditions or the relevant Services Order Form for any Service the Customer shall pay each invoice submitted by CCS Media:
- a) within 14 days of the date of the invoice; and
 - b) in full and in cleared funds, via direct debit.
- 10.16 Time for payment of all Charges shall be of the essence of the Contract. It is a condition of each Contract that all Charges must still be paid regardless of any problems or disputes relating to any Services or consumables.
- 10.17 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). The Customer shall pay to CCS Media 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.
- 10.18 Invoices shall be deemed to have been accepted if the Customer does not present a written objection, identifying clearly the disputed invoice and the material reasons why it is challenged, to CCS Media within 3 days of the receipt of the invoice.
- 10.19 If the Customer fails to make any payment due to CCS Media under the Contract by the due date for payment, excluding disputed invoice amounts, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC 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 judgement. The Customer shall pay the interest together with the overdue amount.
- 10.20 Subject to 10.17, 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 Company 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 CCS Media to the Customer.
- 10.21 CCS Media may exercise a lien over any equipment or goods in CCS Media's possession belonging to the Customer, for all monies payable by the Customer to CCS Media.
- 10.22 Any delay in CCS Media raising an invoice for any Charges shall not prohibit CCS Media from raising an invoice for the applicable Charges at a later date and the Customer shall pay such Charges.
- 10.23 CCS Media reserves the right to make additional charges for paper billing (if requested by the Customer), late payment, escalated recovery charges, reconnection, and incorrect fault reporting by the Customer. Such charges are as published by CCS Media from time to time as part of the Tariff.
- 10.24 CCS Media may at its sole discretion refuse to provide support in respect of the relevant Services and/or support any Hardware if the Customer fails to pay one or more invoice by the relevant due date, and the Customer acknowledges and agrees that any such support may be withheld until CCS Media is satisfied that any outstanding payment has been made or outstanding balance rectified.
- 10.25 CCS Media reserves the right to recover any reasonable costs it incurs, including legal fees, on a full indemnity basis as a result of the Customer's failure to comply with these Terms and Conditions and/or any Service Specific Conditions.
- 10.26 The Charges are subject to survey prior to Service installation. CCS Media shall endeavour to complete the survey within a reasonable period of time of acceptance of a Service Order. Where a third party is carrying

out the survey, CCS Media shall not be liable for any delays. If following a survey, CCS Media notifies the Customer that excess construction charges are payable by the Customer, CCS Media shall notify the Customer of the amount of those excess construction charges and all work relative to provide the Service shall be suspended until the Customer provides CCS Media with written acceptance of such charges. In such circumstances, the Customer may within 12 days of the date of CCS Media's notice, cancel the Service by providing written notice to CCS Media. If the Customer has not provided written acceptance of the excess construction charges within a reasonable time, as CCS Media specifies, CCS Media shall be entitled to immediately cancel the Service and charge the Customer for any abortive work done or costs incurred by it in installing and provisioning the Services.

- 10.27 If CCS Media carries out work in response to a Service fault reported by the Customer and following such work, CCS Media determines that (i) no Service fault is found and/or (ii) the fault was due to an act or omission of the Customer, then CCS Media shall be entitled to charge the Customer a fee (as notified to the Customer) per day, for any such work. Such fees shall be paid by the Customer, immediately upon demand.
- 10.28 CCS Media reserves the right to impose abortive visit charges upon the Customer, where by way of example without limitation, the Customer provides CCS Media with an incorrect address for attendance and where the Customer does not agree or is otherwise unable to receive the Service at the time agreed between the parties and the Carrier. Where the Customer has failed to agree an alternative appointment date with CCS Media within 25 days from the previously agreed appointment date, CCS Media may cancel any work at the Customer's premises. If CCS Media cancels the request for work in accordance with this clause, the Customer must pay the appropriate cancellation charges. Where the Customer requires CCS Media to respond to a service fault or otherwise undertake a visit outside of our normal working hours or on a day (at any time) which is not a Business Day, then additional charges will be payable by the Customer (as notified by CCS Media at such time).
- 10.29 CCS Media reserves the right to invoice the Customer on a time and materials basis for any reasonable material administration charges CCS Media incurs as a result of the Customer providing a materially incorrect or incomplete Service Order Form or Order.
- 10.30 The Customer shall not be entitled to any reduction in Charges if it does not use all or any part of the Services.
- 10.31 Except in the case of demonstrable error, all Charges shall be calculated in accordance with data recorded or logged by, CCS Media and/or the Company or, on its or their behalf.
- 10.32 All Charges and rebates shall be calculated by reference to data recorded or logged by CCS Media and/or the Company, and not to data recorded or logged by the Customer (save in the case of demonstrable error).
- 10.33 The Customer is responsible for all Charges if the Services are used without its full knowledge and consent or otherwise. This means by way of example but not by way of limitation that the Customer is liable to pay for all calls made as a result of "rogue diallers," unbarred premium rate numbers and calls made by any third party gaining unauthorised access to its telephony systems or the Services provided by CCS Media. If, in CCS Media's reasonable opinion, the Customer's call profile is indicative of fraudulent activity, CCS Media reserves the right to suspend the Service immediately without notice.
- 10.34 The Customer shall pay (in accordance with the payment terms set out in clause 10.15) all and any Wholesale Costs invoiced by CCS Media.
- 10.35 In the event that the Services are terminated early for any reason, CCS Media reserves the right to invoice the Customer for any Pass Through Costs associated with the termination of the Services (if any).
- 10.36 If agreed between CCS Media and the Company, the Company shall provide Billing Services on behalf of CCS Media. Where this is to occur, CCS Media shall notify the Customer and the Company shall carry out the monthly billing process on behalf of CCS Media.

11. ADDITIONAL TERMS RELATING TO CHARGES FOR DATA SERVICES AND FIXED NETWORK SERVICES

- 11.1 The Charges for the Fixed Network Services and the Data Services shall be as detailed in the Services Order Form (subject always to clause 10.7) and as otherwise determined in accordance with the Contract.
- 11.2 Charges for line rental are payable from the Handover Date monthly in advance unless otherwise specified in the Services Order Form.
- 11.3 The Customer shall pay for all Charges for calls whether made by the Customer or any third party. Subject to clause 11.4, CCS Media shall invoice the Customer monthly in arrears for all call Charges and the Customer shall pay such invoice within 30 days on receipt of the relevant invoice.
- 11.4 Notwithstanding clause 11.2 and clause 11.3, CCS Media will invoice the Customer for Charges on a monthly basis.
- 11.5 If CCS Media supplies the Customer with any temporary Data Services and/or Fixed Network Services, it may charge the Customer in advance for the whole period during which the temporary services are to be provided.
- 11.6 CCS Media shall have the right to charge a minimum fee for calls of not less than £4.50 per month in the event that the Customer's call charges do not exceed this sum in any month.
- 11.7 In respect of Fixed Network Services that include or comprise only of inbound voice services and inbound numbers, the Customer acknowledges and agrees that CCS Media shall have based its Charges for the Contract upon forecast information provided by the Customer about total number and duration of calls for the inbound numbers and included in the Service(s) Order Form
- 11.8 The Customer acknowledges and agrees that CCS Media may apply a charge (calculated monthly and payable by the Customer in arrears) for each inbound number which, either, does not carry any traffic for any one month period, or, carries traffic which is at least 50% lower than that outlined in the forecast provided under clause 11.7.

12. ADDITIONAL TERMS RELATING TO CHARGES FOR MOBILE SERVICES

- 12.1 Charges in respect of calls are subject to fluctuation or change by CCS Media without notice to the Customer.

13. ADDITIONAL TERMS RELATING TO HARDWARE

- 13.1 Both parties recognise that there is a risk that Hardware may not be of satisfactory quality. Both parties confirm that the allocation of risk is a matter of Contract and that they have agreed that it shall be borne by the Customer, save to the extent that CCS Media has been able to obtain a right of recourse against the manufacturer and has been able to pass that right to the Customer via an assignment or under the Contracts (Rights of Third Parties) Act 1999. It is the Customer's responsibility to obtain warranties for the Hardware from the manufacturer. If the Customer fails to obtain from the manufacturer of the Hardware express warranties about the Hardware CCS Media will endeavour, at the Customer's request and cost, to transfer to it the benefits of any manufacturer's express warranties given to CCS Media in respect of the Hardware.
- 13.2 Delivery of the Hardware will not be of the essence.
- 13.3 Where Hardware has been made available to the Customer (but which the Customer does not own) and the relevant Contract ends (pursuant to which the Hardware has been provided to the Customer) the Customer must deliver the Hardware to a place of CCS Media's choice within the United Kingdom at its expense in the same original, complete working order as when the Customer accepted it taking account of normal wear and tear.
- 13.4 If the Customer fails to return the Hardware to CCS Media as detailed in clause 13.4 CCS Media, the Company or its or their agents may enter any premises where it reasonably believes the Hardware to be located and remove it and the Customer must pay CCS Media all the costs and expenses it or the Company incurs in doing so.

14. ADMINISTRATION CHARGE

14.1 If the Customer cancels a Service and/or terminates, migrates or ports an instance of a Service for any reason, CCS Media may charge and the Customer shall pay a fee of £25 for each individual instance of the ported, migrated or terminated Service and/or Connection to reimburse CCS Media's reasonable administration expenses incurred in connection with the cancellation of the Service and/or Connection together with any other charges levied by CCS Media's suppliers and/or Carriers in connection with the relevant terminated Services and/or Connections. By way of illustration if a Customer cancels ten individual mobile Connections being provided pursuant to a Contract for Mobile Services then an admin fee of £250 will be payable by the Customer.

15. CONFIDENTIALITY AND DATA PROTECTION

15.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, 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 may 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 15 shall survive termination of the Contract.

15.2 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws. In this clause 15, references to 'Controller', 'Processor', 'Data Subject', 'Personal Data', 'Personal Data Breach', 'Process', 'Processed' and 'Processing', have the meanings set out in, and will be interpreted in accordance with, the Data Protection Laws.

15.3 The Customer acknowledges and accepts that CCS Media and the Company may use the information that the Customer provides to CCS Media and/or the Company in the course of becoming a 'Customer' (which may include Personal Data) for the purposes of supplying the Hardware and/or Services to the Customer, improving the Services, statistical analysis and marketing. Where relevant, for the purposes of Data Protection Laws, CCS Media and the Company are the Controllers for any such Personal Data. CCS Media and the Company may share such data (or any part of it) with its third party service providers to enable CCS Media and the Company to supply the Hardware and/or Services to the Customer in accordance with the Contract. CCS Media will Process Personal Data in accordance with applicable Data Protection Laws. A copy of the Company's Privacy Policy can be found at the Company Website.

15.4 The Customer acknowledges and accepts that the Customer may provide and CCS Media and the Company may Process Personal Data belonging to or relating to the Customer's clients, staff and other contacts, on the Customer's behalf, and the Customer further acknowledges and accepts that CCS Media and the Company may share such data (or any part of it) with its third party service providers to enable CCS Media and the Company to supply the Hardware and/or Services to the Customer in accordance with the Contract. In respect of such Personal Data, CCS Media and the Company shall be the Processor, and the Customer shall at all times be the Controller.

15.5 Without prejudice to the generality of clause 15.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to CCS Media and the Company for the duration and purposes of this Contract and the Customer will only disclose to CCS Media and the Company the Personal Data required to perform its obligations under the Contract.

15.6 The details of the Processing operations conducted by CCS Media are as set out below and as may be updated from time to time as agreed in writing between the parties:

- a) CCS Media the subject matter of the Processing of Personal Data by CCS Media is the performance of the Services pursuant to the Contract;
- b) subject to clause 15.7(h), CCS Media will Process Personal Data for the duration of the Contract, unless otherwise agreed upon in writing between the parties;
- c) CCS Media will Process Personal Data received under the Contract only for the purposes set forth in the Contract and as generated by the Customer's (or its employees', agents' or subcontractors') use of the

Services;

- d) the data Processed may include the following types of Personal Data:
 - I. name;
 - II. title;
 - III. company;
 - IV. email address;
 - V. postal address;
 - VI. telephone number;
 - VII. contract records;
 - VIII. position;
 - IX. passwords;
- e) The data Processed may concern the following categories of Data Subjects, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:
 - I. the Customer's employees, directors and contractors;
 - II. the Customer's Customers or third parties authorised by the Customer to use the Services.

15.7 Without prejudice to the generality of clause 15.2, CCS Media shall, in relation to any Personal Data Processed in connection with the performance by CCS Media of its obligations under the Contract:

- a) Process that Personal Data only on the documented written instructions of the Customer unless required to do so by Data Protection Laws to which CCS Media is subject, in such a case, CCS Media shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- b) notify the Customer if, in CCS Media's opinion, an instruction infringes Data Protection Laws and CCS Media will not be required to comply with that instruction;
- c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- d) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - I. appropriate safeguards are provided (by either the Company or the Customer) in relation to the transfer;
 - II. the Data Subject has enforceable rights and effective legal remedies;
 - III. CCS Media complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - IV. CCS Media complies with reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;
- f) taking into account the nature of the Processing, including by appropriate technical and organisational measures, insofar as this is possible, assist the Customer, at the Customer's cost, in responding to any Data Subject access requests and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Data Protection Laws to store the Personal Data;
- i) maintain complete and accurate records and information and, upon the Customer's prior written request at reasonable intervals, make available to the Customer information as reasonably required necessary to demonstrate CCS Media's compliance with this clause 15.

15.8 The Customer consents to CCS Media appointing third-party sub-processors of Personal Data in connection with the provision of the Services and/or Hardware under the Contract. CCS Media will maintain an up-to-date

list of sub-processors which will be available on request. CCS Media confirms that it has entered or (as the case may be) will enter with the sub-processor into a written Contract incorporating terms which are substantially similar to those set out in this clause 15 with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such sub-processor.

16. LIMITATION OF LIABILITY

16.1 Nothing in the Contract shall limit or exclude either parties' liability for:

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

16.2 Subject to clause 16.1, CCS Media shall not be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) loss of profits; or
- b) loss of sales or business; or
- c) loss of Agreements or contracts; or
- d) loss of anticipated savings; or
- e) loss of or damage to goodwill; or
- f) loss of use or corruption of software, data or information; or
- g) any indirect or consequential loss.

16.3 CCS Media shall not be liable to a Customer where a third party supplier changes or withdraws a service or service support for Hardware which means that CCS Media is unable to continue providing the Customer with a relevant Service or support.

16.4 Subject to clause 16.1 and clause 16.2, CCS Media's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, be limited to the equivalent of the total Charges payable under the relevant Service Order for the Hardware and/or the relevant Service in respect of which the claim arose.

16.5 The Customer shall indemnify and keep indemnified CCS Media and the Company against any or all losses suffered and/or arising from any claims and associated costs, damages or expenses made by any third party as a consequence of any act or omission by the Customer in relation to the Contract or the Customer's use of the Service.

16.6 Where service credits are made available, payments thereof are in full satisfaction of the respective claims and constitute the sole and exclusive remedy for CCS Media's failure to achieve the agreed service levels specified in the Services Order Form.

16.7 Where service credits are payable under a particular Services Order Form, CCS Media shall provide the Customer with the service levels and where applicable CCS Media shall notify the Customer in writing, what the terms of the service credits are and how they may be claimed. Any service credits available from time to time shall be (i) requested by the Customer; and (ii) if accepted by CCS Media, shall only be paid to the Customer upon receipt by CCS Media from the Company.

16.8 CCS Media shall have no liability whatsoever to the Customer in respect of or in connection with any services provided to the Customer by other telecommunication services operators, including (without limitation) in connection with the cessation of the provision of such services to the Customer, interruption, non-availability or failure of the other telecommunications systems or services or otherwise.

16.9 CCS Media accept no liability whatsoever for any loss suffered by the Customer, or any third party as a result of:

- a) Service(s) installation, including loss caused by the installation of any Customer Apparatus or Company Equipment; or
- b) any faulty Customer Apparatus. Notwithstanding any list of suitable Customer Apparatus which CCS Media or the Company may publish, CCS Media do not warrant that any particular Customer Apparatus shall be compatible with the Services and CCS Media shall not be responsible for supporting any Customer Apparatus; or
- c) the use or misuse of the Customer Apparatus by the Customer. In particular, CCS Media are not liable whatsoever if the Customer, damages or incorrectly reconfigures any Customer Apparatus; or
- d) the Services no longer being accessible because of anything which is done to the Customer Apparatus, including without limitation any alternations to Customer Apparatus settings; or
- e) any other Excluded Event.

16.10 CCS Media shall have no liability to the Customer in respect of any fraud perpetrated by the Customer, or any third party, howsoever occurring (save for any fraud perpetrated by CCS Media or any of its subcontractors).

16.11 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 this Contract.

16.12 This clause 16 shall survive termination of the Contract.

17. TERMINATION

17.1 Without limiting its other rights or remedies, CCS Media may terminate the Contract (in whole or in part) without further liability to the Customer by giving the Customer not less than 90 days written notice.

17.2 Without limiting its other rights or remedies, CCS Media may terminate the Contract (in whole or in part) 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 8 Business Days of the Customer 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 inability 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 other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 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 the Customer 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 10 Business 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 proceedings are 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 17.2(b) to clause

17.2(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 CCS Media'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 its own affairs or becomes a patient under any mental health legislation.

17.3 Without limiting its other rights or remedies, CCS Media may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 30 days after being notified in writing to do so.

17.4 Without limiting its other rights or remedies, CCS Media may suspend provision of the Services under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in clause 17.2(b) to clause 17.2(m), or CCS Media 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.

17.5 Without limiting its other rights or remedies, CCS Media may terminate the Contract if CCS Media's agreement between CCS Media and the Company expires or terminates (for any reason).

18. CONSEQUENCES OF TERMINATION

18.1 On termination of the Contract for any reason:

- a) the Customer shall pay to CCS Media all of the Company's outstanding unpaid invoices and interest immediately and, in respect of Services supplied but for which no invoice has been submitted CCS Media shall submit an invoice, which shall be payable by the Customer within 30 days of receipt;
- b) the Customer shall at its own cost return any Hardware which has not been fully paid for. If the Customer fails to do so, then CCS Media may enter the Customer's premises and take possession of the Hardware and shall be entitled with costs to charge the Customer or for the value of the Hardware. Until it has been returned, the Customer shall be solely responsible for the safe keeping of such Hardware and will not use it for any purpose not connected with the Contract;
- c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract 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
- d) clauses which expressly or by implication survive termination shall continue in full force and effect.

19. FORCE MAJEURE

19.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of CCS Media or otherwise), failure of a utility service (including without limitation street cabling, network or infrastructure failure or fault), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.

19.2 Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

19.3 If the Force Majeure Event prevents CCS Media from providing any of the Services for more than 10 Business Days, CCS Media shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

20. GENERAL

20.1 Assignment and other dealings:

- a) CCS Media 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 (in whole or in part) and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent with the consent of the Customer, such consent to not be unreasonably withheld or delayed.
- b) The Customer shall not, without the prior written consent of CCS Media, 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.

20.2 Notices:

- a) Unless otherwise expressly set out in these Terms and Conditions, any notice or other communication given under or in connection with the Contract shall be in writing, addressed to the relevant party at its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be sent by pre-paid first class post (recorded delivery or signed for service).
- b) A notice or other communication shall be deemed to have been received by pre-paid first class post (recorded delivery or signed for service), on the date and time the delivery service's receipt is signed for or recorded by the delivery service.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20.3 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.

20.4 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.

20.5 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.

20.6 Third parties: a person who is not a party to the Contract shall not have any rights to enforce its terms SAVE THAT any person to whom CCS Media assigned, transfers, mortgages, charges or subcontracts any of its right (as permitted pursuant to clause 20.1) shall be entitled to enforce the terms of the Contract as named herein as CCS Media

20.7 Variation: except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and Terms and Conditions, shall be effective unless it is agreed in writing and signed by both parties, such consent not to be unreasonably withheld or delayed.

20.8 Counterparts and electronic signatures: this Contract and any amendments to it may be executed in several counterparts, all of which taken together shall constitute one single Contract. Signatures may be made and delivered electronically where a specified online signature service is provided by CCS Media.

20.9 Dispute resolution: the Customer must notify any complaints or disputes to CCS Media in writing and also in accordance with its Customer Complaints Code available at the Company Website. CCS Media shall use reasonable endeavours to resolve any complaint or dispute. Further information concerning the Customer's rights in relation to any dispute or complaint are specified in the Customer Complaints Code.

20.10 Governing law: the 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.

20.11 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 the Contract or its subject matter or formation (including non- contractual disputes or claims).

21. CUSTOMER APPARATUS AND COMPANY EQUIPMENT

21.1 CCS Media accept no liability for any loss the Customer may suffer as a result of use or misuse of Customer Apparatus the Customer or someone acting on behalf of the Customer or as a result of any faults in Customer Apparatus. In particular, by way of example without limitation, CCS Media is not liable if the Customer damages or incorrectly reconfigures any Customer Apparatus.

21.2 For the avoidance of doubt, if Customer or anyone acting on its behalf do anything to the Customer Apparatus including by way of example without limitation adjusting or altering it in any way following Service commencement there is a risk that such action will impact upon the Customer's ability to receive the Service. The Customer shall be responsible for ensuring at all times that no action is taken which is likely to impact upon the ability to receive the Service. If any such action does take place and the Customer subsequently requires CCS Media to re-configure and/or reconnect the Service in any way, then any reasonable costs which CCS Media incurs in this regard shall be borne by the Customer.

21.3 Except as expressly stated in these Terms and Conditions, Company Equipment shall remain CCS Media's and/or the Company's property (as the case may be).

21.4 Notwithstanding clause 21.3, the Customer shall be responsible for all loss, damage or destruction to Company Equipment while situated on Site. The Customer must notify CCS Media immediately of such loss or damage. In particular (without prejudice to the generality of the foregoing) the Customer undertakes to ensure:

- a) that Company Equipment is kept at Site and not moved;
- b) that all instructions relating to Company Equipment notified by CCS Media and the Company to the Customer are complied with;
- c) not to cause Company Equipment to be repaired or otherwise maintained except by CCS Media's authorised representative;
- d) not to cause any attachments other than those approved for connections in accordance with these Terms and Conditions or as otherwise approved in writing by CCS Media to be fitted to Company Equipment; and
- e) 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 us or the owner's rights in the Company Equipment.

21.5 The Customer shall ensure that Company Equipment situated on Site or within its control is adequately insured and provide written evidence of such to CCS Media on request.

21.6 The Customer shall ensure at its own expense that a suitable environment, accommodation, facilities and electrical power in accordance with the relevant installation standards and regulations is provided and maintained for the duration of the Contract. CCS Media shall not be responsible for any interruption or failure of the Service caused by a failure of such power supply.

21.7 CCS Media shall attempt to comply with the Customer's reasonable requests in respect of installation of the Company Equipment but CCS Media's decision shall be final.

- 21.8 The Customer shall ensure that Company Equipment is not altered, adjusted or interfered with in any way unless CCS Media has given written consent save in the case of emergency and provided that the Customer advises CCS Media immediately thereafter of the emergency action taken and circumstances requiring it. The Customer shall indemnify CCS Media and the Company against any loss it or they may incur due to such action.
- 21.9 CCS Media and the Company shall each have the right to modify or replace Company Equipment or any part thereof provided that such modification or replacement is carried out at its own or their expense and does not materially impair the Customer's Services.
- 21.10 The Customer shall permit, or procure permission for, CCS Media, the Company and its or their authorised representatives to have free and safe access to the Site to inspect, install, repair, maintain, replace or remove Company Equipment and to provide the Services during the Contract and for the purpose of removing the Company Equipment for 90 days following the Contract's termination.