

1 Connect Ltd Terms and Conditions of Trade

1. General

In these terms and conditions of trading:

- 1.1. "**1CONNECT**" means 1 Connect Ltd, registered in England and Wales under company registration no. 11639694 at registered office Hollinwood Business Centre, Albert Street, Hollinwood, Oldham, OL8 3QL
- 1.2. "**1CONNECT System**" means the telecommunications system provided to the Customer by 1CONNECT.
- 1.3. "**Assessment**" means any assessment or other investigations carried out by or on behalf of 1CONNECT that 1CONNECT in its absolute discretion deems necessary prior to the installation of Goods and/or the provision of the Service;
- 1.4. "**Bought Equipment**" means goods sold outright to the Customer by 1CONNECT in connection with the Services.
- 1.5. "**Call Charges**" means charges at the Call Rates for calls made using the 1CONNECT System;
- 1.6. "**Call Rates**" means (i) the call rates shown in the Customer Order Form/Quotation as varied in accordance with the provisions of the Contract, and (ii) where there are no call rates shown in respect of a particular type or group of numbers, the call rates calculated by 1CONNECT from time to time and available on request;
- 1.7. "**Cancellation Charges**" means any Charges payable by the Customer in the event of termination of a Contract due to Customer default, such Charges having been notified to the Customer prior to entering into a Contract.
- 1.8. "**Charges**" means Call Charges Subscription Charges Cancellation Charges or any other charges made by 1CONNECT to the Customer or any of them.
- 1.9. "**Connectivity**" means the connectivity services detailed in the Customer Order Form.
- 1.10. "**Contract**" means a contract entered into between 1CONNECT and the Customer as set out in condition 2 for the supply of Products and shall incorporate these terms and conditions.
- 1.11. "**the Customer**" means the Customer to whom 1CONNECT agrees to supply Goods.
- 1.12. "**Customer Order Form**" means the standard order form attached to these terms and conditions.
- 1.13. "**Data**" means information, documents, text, software, music, sound, photography, email, voice and other messages, and other material of any kind in any form.
- 1.14. "**Data Protection Legislation**": means (i) unless and until the Data Protection Act 1998 ("**DPA**") is no longer directly applicable in the UK, the DPA; and (ii) from its enforcement and unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 1.15. "**Deal Bundle**" means a collection of Equipment and/or Services billed at a single Subscription Charge from the same Service Start Date. A Deal Bundle may or may not include Inclusive Minutes.
- 1.16. "**Destination**" means a specific national or international location that can be dialed via the 1CONNECT Service using a particular prefix or area code.
- 1.17. "**Extended Working Hours**" means 08:00 - 19:00 Monday to Friday excluding public holidays in England
- 1.18. "**Features**" means the special features selected in the Customer Order Form.
- 1.19. "**GDPR**" means the General Data Protection Regulation ((EU) 2016/679).
- 1.20. "**Goods**" means any goods supplied by 1CONNECT and includes without limitation Leased Equipment and Bought Equipment. Goods are subject to availability and may vary from those advertised.
- 1.21. "**Inclusive Minutes**" means a finite volume of call minutes allocated for Customer use against a particular Destination or set of Destinations that will incur zero additional Call Charges.
- 1.22. "**Intellectual Property Rights**" means trade marks patents design rights copyright database rights know-how and all other intellectual property rights whether existing now or in the future in any part of the world whether or not registered or capable of registration and including all goodwill and other associated rights.
- 1.23. "**Leased Equipment**" means any goods supplied by or on behalf of 1CONNECT on lease or hire terms to the Customer in connection with the Services.
- 1.24. "**Minimum Period**" means the minimum contract term specified on the Customer Order Form.
- 1.25. "**Order Summary**" means the summary of Goods, Services and Charges attached to the Customer Order Form.
- 1.26. "**Products**" means Goods and / or Services
- 1.27. "**Services**" means any services supplied by 1CONNECT.
- 1.28. "**Service Level Agreement**" means the levels of support and response times to be provided by 1CONNECT to the Customer during the term of the Contract as set out in the Customer Order Form or otherwise agreed in writing from time to time.
- 1.29. "**Service Start Date**" means the earlier of (i) the date the relevant Service is available for use by the Customer; or (ii) the date the Customer or any third party authorised by the Customer first use the Service (whether or not such use is permitted by the Contract)
- 1.30. "**Site**" means the site at which any Equipment shall be located or to which the Service shall be provided.
- 1.31. "**Subscription Charges**" means the charges for the Subscription Services, Connectivity and Features shown in the Order Summary as varied in accordance with the Contract.
- 1.32. "**Subscription Services**" means the subscription services detailed in the Customer Order Form.
- 1.33. "**User**" means an individual end user given access to the 1CONNECT Service, Equipment and/or Features by the Customer.
- 1.34. These terms and conditions shall apply to all Contracts 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 unless expressly agreed to the contrary in writing and signed by a director of 1CONNECT.

- 1.35. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 1.36. Each party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

2. Contract

- 2.1. Any quotation issued by 1CONNECT is not an offer and is only valid for a period of 14 days from its date of issue. The signed Customer Order Form constitutes an offer by the Customer to purchase Products in accordance with these terms and conditions. All orders are subject to availability of Products. Any prior indications of availability by 1CONNECT by e-mail, telephone, facsimile, or verbally shall be provisional only.
- 2.2. The Order shall be deemed to be accepted on the first to occur of:
 - 2.2.1. 1CONNECT issues written acceptance of the Order; or
 - 2.2.2. 1CONNECT dispatches the Goods or begins the Service (as applicable), at which point and on which date the Contract shall come into existence. For the purposes of this clause 2.2 only, 'written' may include by email.
- 2.3. Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication only as to the price range and dimensions of Products offered by 1CONNECT and any variations thereto shall not give rise to any claim against 1CONNECT. They shall not form part of the Contract or have any contractual force.
- 2.4. The Service shall commence on the Service Start Date and continue for the Minimum Period. Either party may terminate the Contract or any particular Service on 90 days notice in writing to the other party such notice to expire on or after the end of the Minimum Period.
- 2.5. 1CONNECT may cancel a Contract prior to the Services Start Date without liability to the Customer if following Assessment:
 - 2.5.1. a Product cannot be provided to or installed at a Site due to geographical practical or technical constraints; or
 - 2.5.2. the cost of providing or installing a Product at a Site is materially higher than it would usually cost to provide the Product to a customer and the Customer does not agree to pay such additional Charges as are imposed pursuant to condition 3.2.2.
- 2.6. The Customer shall ensure that all the information it provides to 1CONNECT at any time is complete and accurate and shall notify 1CONNECT of, and correct, any inaccuracies or omissions immediately.

3. Price and payment

- 3.1. Subject to condition 3.2, the Charges for the Products shall be the Charges set out in the Order Summary as amended from time to time by agreement of both parties in writing, including by email or in the Customer Order Form. Prices are exclusive of VAT which shall be payable by the Customer in addition to the price.
- 3.2. 1CONNECT reserves the right to pass on to the Customer:
 - 3.2.1. any increase or decrease in the costs of providing the Products that occur between the date of any quotation and the date of delivery or Services Start Date (as applicable);
 - 3.2.2. any increase in price that 1CONNECT considers is reasonably required following any Assessment; and
 - 3.2.3. delivery charges which, unless specifically agreed otherwise in the quotation, are not included in the prices, and the Customer agrees to pay any such increased price.
- 3.3. Please note that 1CONNECT reserves the right to cancel or refuse orders for Products shown on its website with an incorrect price or with any other incorrect information, in which case 1CONNECT will refund any money paid in respect of such Products.
- 3.4. Subscription Charges shall be invoiced monthly in advance from the Service Start Date.
- 3.5. Call Charges shall be invoiced monthly in arrears from the Service Start Date and calculated by reference to the Customer's use of the Service as recorded by 1CONNECT and not by reference to the Customer's records.
- 3.6. Leased Equipment Charges shall be invoiced in accordance with the terms of the respective leasing agreement or as otherwise agreed in writing.
- 3.7. Bought Equipment Charges shall be invoiced on or around delivery of the Bought Equipment.
- 3.8. Any other Charges shall be invoiced as set out in the Order Summary or as otherwise agreed in writing.
- 3.9. Where 1CONNECT's suppliers add to or increase the Call Charges or Subscription Charges or other Charges from time to time 1CONNECT may vary such charges to the Customer at its discretion by notifying the Customer in writing.
- 3.10. Unless agreed to the contrary in writing all invoices are payable within 30 days from the date of invoice.
- 3.11. If the Customer fails to make payment as provided for above, 1CONNECT will (in addition to any other remedies) charge and be entitled to be paid by the Customer interest on overdue amounts at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment of the overdue sum, whether before or after judgment.
- 3.12. All amounts due from the Customer under the Contract shall be paid in full to 1CONNECT without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
 - 3.12.1. This contract is divisible. Each delivery made hereunder shall (a) be deemed to arise from a separate contract, and (b) shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other instalment.

- 3.13. 1CONNECT may set off any amount owing to it by the Customer against any amount payable by 1CONNECT to the Customer.
- 3.14. 1CONNECT shall be entitled to carry out credit checks on the Customer. 1CONNECT accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of the Agreement the Customer fails to meet the standard of creditworthiness deemed acceptable by 1CONNECT, 1CONNECT shall be entitled:
 - 3.14.1. to terminate the Contract, in whole or in part, immediately upon written notice to the Customer;
 - 3.14.2. to require the Customer to make such payments in advance on account of any future Charges as 1CONNECT shall deem appropriate;
 - 3.14.3. to impose credit limits on the Customer in respect of Charges and to suspend any Service at any time when such limits are reached until the credit balance is cleared and payment in full of all outstanding Charges has been made; and
 - 3.14.4. to impose such other conditions on the Customer's use of the Services as 1CONNECT shall deem appropriate.
- 3.15. 1CONNECT reserves the right to charge the Customer for all costs and expenses including legal costs incurred in recovering any overdue amounts whether before or after termination of the Contract and to charge a reasonable administration charge if a direct debit is dishonoured or cancelled.
- 3.16. Where prior to entering into the Contract or at any time during its term, the Customer has indicated any anticipated usage/ take up levels of the Service and such usage/take up levels are not met for a period of 2 months, 1CONNECT may, without prejudice to any other rights under the Contract, apply revised Charges.

4. **Manufacturer's specification**

- 4.1. The Customer recognises that 1CONNECT is a reseller of Products. Although 1CONNECT will try to notify the Customer of any variations from description or specification of which it is aware the Customer accepts that 1CONNECT cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies or for manufacturers' level of support including without limitation software support.
- 4.2. The Customer is responsible for ensuring that the specification for the Products meets its requirements.
- 4.3. The Customer shall get the benefit of the manufacturer's warranty in respect of all the Goods. 1CONNECT does not provide any warranties in respect of the Products or any of them and excludes any warranties express or implied by statute, common law or of any other kind.
- 4.4. 1CONNECT may sell an additional top-up warranty to supplement the manufacturer's warranty the terms of which are available on request.

5. **Intellectual Property**

- 5.1. All Intellectual Property Rights and other rights in the 1CONNECT System and any part of it including Goods and Services are and shall, as between 1CONNECT and the Customer, remain the exclusive property of 1CONNECT or its suppliers or licensors.
- 5.2. If 1CONNECT or any of its suppliers requires a licence to use any Intellectual Property Rights owned or used by the Customer for the provision of the Services, the Customer shall, at its own cost, grant or procure the grant to 1CONNECT or its suppliers a non-exclusive royalty-free licence to use operate copy and modify such Intellectual Property Rights for the purpose of fulfilling 1CONNECT's obligations under the Contract.
- 5.3. The Customer shall indemnify and hold 1CONNECT harmless against all liabilities damages losses costs and expenses including reasonable legal fees suffered or incurred by 1CONNECT as a result of any claim that 1CONNECT's or its supplier's use of any Intellectual Property Rights licensed under condition 5.2 infringes the Intellectual Property Rights of any third party.
- 5.4. Where the Customer requires the use of any Intellectual Property Rights owned or licensed by 1CONNECT for the sole purpose of using the Services, 1CONNECT shall grant or procure the grant to the Customer of a non-exclusive licence to use such Intellectual Property Rights for such purpose. Such Intellectual property Rights shall only be used in the form stipulated by 1CONNECT or its licensors and the Customer shall observe 1CONNECT's or its licensors reasonable directions as to the use of such Intellectual Property Rights from time to time.
- 5.5. The Customer shall:
 - 5.5.1. not use any Intellectual Property Rights of any supplier of 1CONNECT without the prior written consent of such supplier;
 - 5.5.2. except as permitted by applicable law, not, without the prior written consent of 1CONNECT or any supplier of 1CONNECT, copy de-compile or modify any software the Intellectual Property Rights in which are vested in 1CONNECT or a supplier of 1CONNECT, nor copy the manuals or documentation relating to such software, nor knowingly allow or permit anyone else to do so;
 - 5.5.3. not do any act either alone or jointly with others which may jeopardise or in any way infringe 1CONNECT's Intellectual Property Rights or those of its suppliers or which might invalidate any registrations of such Intellectual Property Rights;
 - 5.5.4. keep 1CONNECT's Intellectual Property Rights separate from its own Intellectual Property Rights and not produce any composite marks.
- 5.6. The Customer shall give 1CONNECT prompt written notice should the Customer become aware of any use or proposed use by any person firm or company which may infringe 1CONNECT's Intellectual Property Rights or those of its suppliers.
- 5.7. 1CONNECT and its suppliers shall be entitled to take whatever steps it considers necessary in the case of an infringement or alleged infringement of any of its Intellectual Property Rights and the Customer will assist 1CONNECT and its suppliers to

the extent reasonably required (but at the reasonable cost of 1CONNECT or its supplier as applicable) to enable 1CONNECT or its supplier to protect its rights. The Customer may not take any steps to protect any of 1CONNECT's rights or those of its suppliers except to the extent required by condition 5.6.

5.8. Upon termination of the Contract for whatever reason, the Customer shall immediately cease to make use of 1CONNECT's Intellectual Property Rights or any other Intellectual Property Rights licensed under the Contract and immediately return to 1CONNECT or destroy or permanently delete from all systems and equipment all copies of any documents, materials, drawings in whatever form containing 1CONNECT's Intellectual Property Rights or those of its licensors or suppliers.

6. Telephone Number Allocation

6.1. Any telephone numbers allocated to the Customer by 1CONNECT or its suppliers (if any) do not belong to the Customer and the Customer does not acquire any rights whatsoever in such telephone numbers and shall make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.

6.2. The Customer shall not sell or agree to transfer to a third party any telephone number allocated to the Customer by 1CONNECT or its suppliers.

6.3. 1CONNECT shall be entitled, for commercial, operational or technical reasons or in order to comply with any competent authority to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to the Customer. Where a telephone number is already in operational use by the Customer, 1CONNECT shall use its reasonable endeavours to give the Customer reasonable prior notice. 1CONNECT shall not be liable for any costs, inconvenience or other losses (including without limitation marketing and stationery costs) incurred by the Customer as a result of any change or withdrawal as described in this condition 6.3.

6.4. If at the Customer's request a specific telephone number is allocated to the Customer, the Customer shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and 1CONNECT shall have no liability whatsoever with respect to the number chosen and its use by the Customer.

6.5. If the Customer is allocated a number which falls within a range of numbers classified by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then the Customer must ensure that any service provided by the Customer on that number conforms at all times with the type allocated to that number range.

CONDITIONS 7 TO 11 RELATE TO THE SUPPLY OF ALL GOODS

7. Delivery

7.1. Dates and times quoted by 1CONNECT for delivery run from the receipt by 1CONNECT of a written order or from resolution of technical details whichever is the later.

7.2. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the Customer's written order and accepted in writing by 1CONNECT. 1CONNECT shall not be liable for any delay in delivery of the Products that is caused by an event beyond 1CONNECT's reasonable control or by the Customer's failure to provide 1CONNECT with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Time for delivery shall not be of the essence.

7.3. Standard delivery is to suitable ground floor reception or stores areas. The Customer must notify us in advance of any special delivery requirements for which there may be an additional charge.

7.4. Offers for Goods ex-stock are subject to the Goods being unsold at the time of the Customer's order or resolution of technical details whichever is the later.

7.5. 1CONNECT reserves the right to make part deliveries. Any delay in a part delivery or defect in a part delivery shall not entitle the Customer to cancel any other part of the Contract.

7.6. Any request by the Customer for 1CONNECT to delay or split deliveries may result in a stocking charge and any additional costs incurred by 1CONNECT shall be debited to the Customer.

7.7. If the Order Summary states that 1CONNECT is responsible for installing Goods at the Site then the Customer shall prepare the Site in accordance with 1CONNECT's or its representative's reasonable instructions.

8. Rejected Goods

8.1. If the Goods do not arrive or the delivery is incomplete (subject to condition 7.5), the delivery comprises the wrong Goods, or the Goods are damaged when opened (in each case "**Defective**"), the Customer must tell 1 Connect within 5 days of receipt or expected delivery. The Customer will be required to give detailed reasons for rejection.

8.2. No Goods shall be returned without 1CONNECT's prior approval.

8.3. All Goods shall be deemed accepted unless rejected within the time period set out in Condition 8.1.

8.4. 1CONNECT shall be given a reasonable opportunity to inspect the rejected Goods, which may require the Customer to return the Goods to 1CONNECT.

8.5. If following inspection of the rejected Goods:

8.5.1. 1CONNECT agrees that the Goods are Defective then 1CONNECT shall at its option repair or replace the rejected Goods or refund the price of the Goods or credit the Customer's account, provided that the Customer has complied with conditions 8.1 and 8.4;

8.5.2. Goods have been opened, used, the fault arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or 1CONNECT acting reasonably does not agree that the Goods are Defective then 1CONNECT shall at its option:

8.5.2.1. return the Goods to the Customer at the Customer's cost; or

8.5.2.2. repair or replace the rejected Goods at the Customer's cost including delivery.

8.6. 1CONNECT reserves the right not to implement condition 8.5 unless and until replacement Goods or parts or refunds (as the case may be) are received by 1CONNECT from the manufacturer, supplier or insurer, as the case may be.

9. Defective Bought Equipment

9.1. 1 Connect will accept returns of Defective Bought Equipment, subject to the terms of the manufacturer's warranty and within the timescales set out in the manufacturer's warranty. **PLEASE NOTE:** Some manufacturers operate a day one return to manufacturer policy – the Customer's account manager will advise on this.

10. Defective Leased Equipment

10.1. If pursuant to condition 8.5.1 1CONNECT replaces the Leased Equipment, such replacement Goods shall be deemed to be the Leased Equipment for the remainder of the Contract and the relevant lease or hire agreement.

11. Title and risk

11.1. Risk in the Goods shall pass to the Customer at the time of delivery to or collection by (whichever is the earlier) the Customer or its agent.

11.2. Title to the Leased Equipment shall remain vested in 1CONNECT or the applicable lessor (notwithstanding the passing of possession and risk to the Customer)

11.3. Title to the Bought Equipment shall remain vested in 1CONNECT (notwithstanding the passing of possession and risk to the Customer) and shall not pass until the earlier of:

11.3.1.the Charges and all other money due from the Customer to 1CONNECT on any other account has been paid in full in which case title to the Bought Equipment shall pass at the time of payment; and

11.3.2.the Customer resells the Bought Equipment, in which case title to the Bought Equipment shall pass to the Customer at the time specified in Condition 11.4

11.4. Subject to Condition 11.5, the Customer may resell or use the Bought Equipment in the ordinary course of its business (but not otherwise) before 1CONNECT receives payment for the Bought Equipment. However, if the Customer resells the Bought Equipment before that time title to the Bought Equipment shall pass from 1CONNECT to the Customer immediately before the time at which resale by the Customer occurs. Such right to resell shall cease immediately upon any of the events in clause 17.5 affecting the Customer.

11.5. If before title to the Bought Equipment passes to the Customer the Customer becomes subject to any of the events listed in Condition 17.5, then, without limiting any other right or remedy 1CONNECT may have:

11.5.1.the Customer's right to resell Bought Equipment or use any of it in the ordinary course of its business ceases immediately; and

11.5.2.1CONNECT may at any time:

11.5.2.1.require the Customer to deliver up all Bought Equipment in its possession that have not been resold, or irrevocably incorporated into another product; and

11.5.2.2.if the Customer fails to do so promptly exercise condition 11.7

11.6. The Customer shall keep all Bought Equipment whose title has not passed and all Leased Equipment separate from goods of the Customer and third parties, ensure that the Goods are at all times identifiable as 1CONNECT's property, maintain the Goods in satisfactory condition and keep them insured on 1CONNECT's behalf for their full price, and 1CONNECT reserves the right to dispose of the Goods.

11.7. The Customer authorises 1CONNECT or its representatives to enter any premises of the Customer or of any third party where the relevant Goods are stored to recover them.

CONDITIONS 12 AND 13 APPLY TO THE SUPPLY OF SERVICES

12. Services

12.1. All installation or commencement dates and times quoted are estimates only and any delay in meeting such installation or commencement dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the Customer's written order and accepted in writing by 1CONNECT. Time shall not be of the essence.

12.2. The Customer shall procure at its own expense all permissions licences waivers consents registrations and approvals necessary for 1CONNECT or its representatives or suppliers to install and provide the Products at the Site.

12.3. 1CONNECT:

12.3.1.will perform the Services set out in the Order Summary with the reasonable skill and care of a competent telecommunications service provider.

12.3.2.does not warrant the Services will operate without interruption or error;

12.3.3.cannot guarantee that any Data generated, stored, transmitted or used via or in connection with the Service will be complete, accurate, secure, up to date, received or delivered correctly or at all;

12.3.4.does not provide a back-up of the Customer's Data or guarantee the integrity of the Customer's Data;

- 12.3.5. cannot guarantee the prevention or detection of any unauthorised attempts to access the Services or the Goods;
- 12.3.6. does not have any liability for any such interruption or error which is caused directly or indirectly by any equipment or services not supplied by 1CONNECT.

12.4. Limitations on the Services

12.4.1. 1CONNECT shall not be responsible for:

- 12.4.1.1. maintenance or repair required as a result of failure by the Customer to properly maintain or operate the equipment or software or Services.
- 12.4.1.2. modification of the equipment or software or Services by anyone other than 1CONNECT
- 12.4.1.3. transportation or relocation of the equipment or software or Services other than by 1CONNECT.
- 12.4.1.4. Customer failure to allow 1CONNECT proper access to the equipment or software or Services.

12.4.2. Such services if requested by the Customer will be treated as additional services for which additional charges will be payable in accordance with 1CONNECT's standard rates in force at that time.

12.5. **By agreeing to receive the Service, the Customer confirms that the Customer understands that the Service:**

- 12.5.1. may not offer all of the features the Customer may expect from a fixed-line telephony service;
- 12.5.2. may interfere with existing telecommunications services or the functioning of computers or software installed by or for the Customer, or other electronic equipment;
- 12.5.3. may sometimes be unavailable as a result of matters over which 1CONNECT has no control, including without limitation, failure of the Customer's broadband connection or internet service provider, or power disruptions. The Service may also not be available due to suspension of the Service by 1CONNECT in accordance with the Contract. The Customer confirms that in such circumstances, parts or ALL of the functions of the Service may be unavailable, including access to emergency call services;
- 12.5.4. **will connect the Customer to public emergency services but may not provide the Customer telephone number(s) and location details to the operator if the Customer makes a public emergency services call, dependent on the type of service deployed;**
- 12.5.5. may not offer the Customer the ability to transfer (port) the Customer's existing number to an alternative service if the Service ends, dependent on the type of Service deployed.

12.6. **By entering into the Contract the Customer confirms that it shall be the Customer's sole responsibility to make available to users of the Service alternative means of accessing emergency calls services in circumstances where these are unavailable through the Service, and to inform or otherwise make aware users of the Service purchased by the Customer (whether they gain access to the Service with the Customer's permission or not) of the possible limitations of the Service set out above in conditions 12.1 and 12.5.**

12.7. 1CONNECT shall use reasonable endeavours to meet such general service levels in relation to a particular Service as 1CONNECT publishes from time to time. However, save as expressly stated in such published service levels, 1CONNECT shall have no liability for any failure to meet any such service levels.

12.8. 1CONNECT shall retain the ability to migrate the Customer from the Customer current telephony platform to a new telephony platform, at its discretion. 1CONNECT will give the Customer at least 60 days notice of such migration taking place.

12.9. Where a Deal Bundle is supplied the Customer agrees that:

- 12.9.1. subject to any such Goods being Defective, any Goods provided to the Customer as part of a Deal Bundle cannot be returned, exchanged, re-allocated or refunded for the duration of the Minimum Period.
- 12.9.2. any additional Features provided to the Customer as part of a Deal Bundle cannot be cancelled, re-allocated or refunded for the duration of the Minimum Period.
- 12.9.3. any Inclusive Minutes provided to the Customer as part of a Deal Bundle will:
 - 12.9.3.1. be applied on a monthly basis, with the allocated volume of minutes reset at the beginning of each month.
 - 12.9.3.2. apply to the agreed set of Destinations only, may not be transferred or aggregated between Sites, Users or Features, and may not be carried forward or accumulated between billing periods.
- 12.9.4. where Inclusive Minutes are 100% exhausted, 1CONNECT may charge the Customer elevated Call Rates (at variance to the standard Call Rates quoted in the Order Summary) for any additional calls made to the same Destinations.
- 12.9.5. where additional Deal Bundle subscribers are added after the initial Service Start Date these Services will be billed monthly for the minimum term of 36 months.

12.10. 1CONNECT may from time to time supply test or trial services and/or promotional offers ("**Offers**") to some or all of its customers. Such Offers shall be subject to any terms & conditions ("**Promotional Terms & Conditions**") notified by 1CONNECT to its customers. Unless otherwise stated in the Promotional Terms & Conditions 1CONNECT shall not incur any liability under the Contract in relation to such Offers. Promotional Terms & Conditions may require a variation to the Contract in which case the Customer shall be deemed to have accepted in writing such variation on acceptance of the Offer. Unless otherwise stated in the Promotional Terms & Conditions an Offer may be amended or withdrawn by 1CONNECT (in relation to some or all of its customers) at any time and without notice. For the avoidance of doubt 1CONNECT is not obliged to include the Customer in any Offer it makes to its customers or any of them.

13. Using the Goods and Services

13.1. The Customer shall not re-sell the Service 1CONNECT System or Leased Equipment or any part thereof to any person unless otherwise agreed in writing by 1CONNECT.

- 13.2. The Customer shall use the 1CONNECT System Goods and Service in accordance with such conditions and/or instructions as may be notified in writing to the Customer by 1CONNECT from time to time and in accordance with all applicable laws regulations codes and good industry practice. 1CONNECT may from time to time vary the technical and/or operational procedures for use of the Service.
- 13.3. The Customer must not use or allow anyone to use the Goods or Service whether with or without permission:
- 13.3.1. to make nuisance calls, hoax calls, or any calls which cause annoyance, inconvenience or needless anxiety to anyone;
 - 13.3.2. to send, knowingly receive, upload, download, use or re-use material which is illegal, offensive, abusive, indecent, defamatory, discriminatory, violent or promoting violence extremism or terrorism obscene or menacing;
 - 13.3.3. to violate or infringe the rights of any person;
 - 13.3.4. contrary to any lawful instructions given by 1CONNECT, which 1CONNECT or its supplier believes are necessary for reasons of health, safety, or the quality of the service provided by 1CONNECT to the Customer or by such supplier to 1CONNECT or of any other telecommunications services provided by 1CONNECT to the Customer or any other person, or by 1CONNECT's supplier to 1CONNECT or any other person;
 - 13.3.5. in a way that does not comply with the terms of any legislation or other law or any licence applicable to the Customer or any term of the Contract;
 - 13.3.6. to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
 - 13.3.7. in a manner that is in any way unlawful, fraudulent or in bad faith (including, without limitation, in a manner which could lead to an artificial increase in the amount of traffic being put through the Service) or, to the Customer's knowledge, has any unlawful, fraudulent or bad faith purpose or effect (including, without limitation, any such artificial increase); or
 - 13.3.8. in a manner that in 1CONNECT's reasonable opinion, or in the reasonable opinion of any supplier to 1CONNECT relayed by 1CONNECT to the Customer could materially affect the quality of any telecommunications service, including the Service, provided by 1CONNECT, or of any telecommunications service provided by any such supplier.
- 13.4. 1CONNECT may allocate the Customer and/or individual Users a Password to enable the Customer and such Users to use the Service. The Customer shall, and shall ensure all Users shall, keep such Password safe and confidential and notify 1CONNECT immediately if any third party (including any other User) becomes aware of it. 1CONNECT reserves the right to change the Password without notice.
- 13.5. No username may be changed without 1CONNECT's permission in writing.
- 13.6. 1CONNECT may suspend access to the 1CONNECT System for usernames or passwords if it suspects or its suppliers suspect that there has been or is likely to be a breach of security.
- 13.7. The Customer is responsible for the use of the Service provided to the Customer (whether authorised by the Customer or not and whether by the Customer or any other person), including without limitation:
- 13.7.1. all Call Charges, Subscription Charges, and any other Charges incurred and any breaches of this Agreement;
 - 13.7.2. the security of all Goods and shall immediately inform 1CONNECT of any event which may breach or has breached such security.
 - 13.7.3. monitoring usage of the Goods and the Service provided to the Customer and to ensure that any suspicious activity is identified and appropriate action is taken. 1CONNECT does not monitor usage of the Equipment or the Service provided to the Customer; and
 - 13.7.4. protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having suitable disaster recovery processes in place.
- 13.8. The Customer shall provide all reasonable assistance to 1CONNECT in relation to investigating fraud or its prevention and 1CONNECT shall have no liability for any loss sustained by the Customer through fraudulent means that are beyond 1CONNECT's reasonable control.
- 13.9. The Customer indemnifies and shall pay on demand 1CONNECT for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by, 1CONNECT arising out of or in connection with any claim made or threatened against 1CONNECT by a third party arising out of or in connection with the Customer's breach of this condition 13 (whether as a result of the Customer's acts or omissions in contract tort, including negligence, or breach of statutory duty).

14. Maintenance

- 14.1. If purchased by the Customer, 1CONNECT shall provide such preventative and corrective maintenance services during Extended Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 14.2. The Customer shall allow access to the Site and the Products to 1CONNECT or its representatives at all reasonable times to inspect and maintain the Products.
- 14.3. If the Customer detects any defect or impairment in the operation or performance of the Service the Customer must notify 1CONNECT of the nature of such defect or impairment. 1CONNECT will endeavour to respond as promptly as reasonably practicable after such notification and endeavour to make the necessary corrections in accordance with any agreed Service Level Agreement.
- 14.4. All Bought Equipment is covered by the provisions of the manufacturer's warranty for such period as may be specified in such warranty. The Customer must familiarise itself with such provisions and ensure that the Customer complies with any obligations imposed on the Customer therein. Failure to do so may result in such warranty becoming void.

- 14.5. All Leased Equipment is supported on an advanced parts replacement basis for the duration of the term of the Contract. That means that 1CONNECT may choose to repair rather than replace any leased Goods and 1CONNECT reserves the right to use refurbished Goods for this purpose.
- 14.6. 1CONNECT will be entitled to charge and the Customer will pay a service fee at 1CONNECT's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
- 14.6.1. breach of any related hire or lease agreement by the Customer;
 - 14.6.2. misuse or neglect of or accidental or wilful damage to the Goods and/or Service; or
 - 14.6.3. accidental or wilful disconnection of the Goods and/or Service; or
 - 14.6.4. the Customer's failure to comply with any of the provisions of the Contract; or
 - 14.6.5. fault in, or other problem associated with, any telecommunications system not run by 1CONNECT or in the Customer's own equipment (not being Leased Equipment); or
 - 14.6.6. faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

15. Force Majeure

1CONNECT shall not be liable for any loss whatsoever suffered by the Customer in the event of 1CONNECT's failure to perform, or delay in performing, any of its obligations under the Contract if the supply of the Products would be illegal, contrary to manufacturer's conditions of sale or such failure or delay result from events, circumstances or causes beyond 1CONNECT's reasonable control.

16. Limitation of Liability

- 16.1. Nothing in these Conditions shall limit or exclude 1CONNECT's liability for:
- 16.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 16.1.2. fraud or fraudulent misrepresentation;
 - 16.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 16.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 16.1.5. defective products under the Consumer Protection Act 1987.
- 16.2. Subject to Condition 16.1, 1CONNECT shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any claim loss damage or costs or expense including legal costs arising under or in connection with the Contract for:
- 16.2.1. loss of profits;
 - 16.2.2. loss of sales or business or production;
 - 16.2.3. loss of agreements or contracts;
 - 16.2.4. wasted expenditure
 - 16.2.5. loss of anticipated savings;
 - 16.2.6. loss of use or corruption of software, data or information;
 - 16.2.7. loss of or damage to goodwill; and
 - 16.2.8. any indirect or consequential loss.
- 16.3. 1CONNECT does not guarantee that the Products will be continuously available uninterrupted or error free.
- 16.4. 1CONNECT shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any claim loss damage or costs or expense including legal costs arising under or in connection with:
- 16.4.1. inaccurate or incomplete information provided by the Customer;
 - 16.4.2. breach by the Customer of the Contract (including without limitation breach of condition 13 of these terms and conditions) or any relevant hire agreement or lease;
 - 16.4.3. failure by the Customer to properly maintain or operate the Goods or software or Services;
 - 16.4.4. modification of the equipment or software or Services by anyone other than 1CONNECT;
 - 16.4.5. transportation or relocation of the Goods or software or Services other than by 1CONNECT;
 - 16.4.6. Customer failure to allow 1CONNECT proper access to the Goods or software or Services.
- 16.5. Without prejudice to the remainder of these terms and conditions, the Customer shall immediately notify 1CONNECT of any loss or damage to Leased Equipment and shall indemnify 1CONNECT for the costs of repairing or replacing Leased Equipment damaged or lost as a result of the Customer's breach of the Contract.
- 16.6. Subject to the remainder of this condition 16, 1CONNECT shall only be liable for damage to the Customer's physical property and any Site where such damage results solely and directly from the negligence of 1CONNECT's employees agents or contractors while acting in the course of their employment.
- 16.7. Subject to Condition 16.1, 1CONNECT's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for all claims arising under or in connection with the Contract, shall not exceed an amount equal to the Subscription Charges for the Minimum Period.
- 16.8. Any liability of 1CONNECT to pay service credits will be taken into account when calculating the limitation amount in condition 16.7.
- 16.9. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 16.10. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 16.11. This Condition 16 shall survive termination of the Contract.

17. Suspension and Termination

- 17.1. 1CONNECT may suspend or vary a Service or any part thereof or change or withdraw Leased Equipment or any part thereof in order to:
- 17.1.1. vary the technical specification of the Service or Goods or for repair, maintenance or improvement or to protect life, limb or property;
 - 17.1.2. give such instructions to the Customer about the use of the Service or Goods it deems reasonably necessary and the Customer shall comply;
 - 17.1.3. do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
 - 17.1.4. suspend the Service in any circumstance in condition 17.4 or if the Service is suspended by 1CONNECT's suppliers.
- 17.2. Except in an emergency when no such notice is required, 1CONNECT shall give the Customer as much notice as reasonably practicable if the Service is to be suspended but the Customer shall have no claim against 1CONNECT for any suspension or change of the Service or Goods pursuant to condition 17.1. Any exercise by 1CONNECT of its right to suspend the Service shall not exclude 1CONNECT's right subsequently to terminate the Contract.
- 17.3. If the Service is suspended pursuant to the Customer's default the Customer must continue to pay all Charges during such suspension and shall reimburse 1CONNECT's costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Contract. Where 1CONNECT agrees (at its discretion) to recommence the Service the Customer must pay 1CONNECT's reasonable charges in relation to such re-commencement and, at 1CONNECT's discretion, the Customer shall pay a reasonable deposit against future payments.
- 17.4. 1CONNECT may terminate a Contract or suspend the provision of the Services or all further deliveries of Goods immediately (without liability to the Customer) if any of the following events happen:
- 17.4.1. the Customer fails to make any payment due to 1CONNECT by the time it is due;
 - 17.4.2. the Customer fails to give any deposit or security required by 1CONNECT;
 - 17.4.3. the Customer has given any false or misleading information to 1CONNECT;
 - 17.4.4. the Customer becomes subject to or commits any of the events listed in condition 13 or 17.5;
 - 17.4.5. the Customer's use of the Services is likely to cause the whole or part of the services to be interrupted, damaged, rendered less efficient or in any way impaired;
 - 17.4.6. the Customer is in material breach of its obligations under the Contract and fails to remedy this within 30 (thirty) days of written notice;
 - 17.4.7. the Customer is in persistent breach of its obligations under the Contract;
 - 17.4.8. if the primary cause of any problem which substantially impairs or prevents 1CONNECT from performing the services is the failure or malfunction of any equipment, facilities or devices not supplied by 1CONNECT;
 - 17.4.9. if the Site, equipment or software is changed; or
 - 17.4.10. if the cancellation provisions under any leasing arrangement entered into by the Customer are invoked by the relevant Leasing Company;
 - 17.4.11. in 1CONNECT's opinion any Assessment is not satisfactorily completed;
 - 17.4.12. 1CONNECT starts to provide the Services and the Customer fails to return the signed Customer Order Form within 14 days of the Service Start Date;
 - 17.4.13. any licence, permission or other approval the Customer or 1CONNECT requires from time to time to connect to the 1CONNECT System or provide the Services expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on the Customer or 1CONNECT the appropriate rights; or
 - 17.4.14. the Customer fails to meet 1CONNECT's standard of creditworthiness following any credit check carried out on their behalf;
 - 17.4.15. any contract between 1CONNECT and a third party is terminated and such termination affects 1CONNECT's ability to provide the Goods or Services.
- 17.5. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 17.5.1. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 17.5.2. the other party is in persistent breach of its obligations under the Contract;
 - 17.5.3. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 17.5.4. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 17.5.5. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 17.6. On termination of the Contract:
- 17.6.1. the Customer shall immediately pay to 1CONNECT all of 1CONNECT's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, 1CONNECT shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 17.6.2. the Customer shall pay any Cancellation Charges due. The Customer agrees that the Cancellation Charges are a fair and reasonable assessment of the loss and damage that 1CONNECT will suffer as a result of the termination of the Contract.
- 17.6.3. the Customer shall return all of 1CONNECT's materials, all Leased Equipment, and any Bought Equipment which has not been fully paid for. If the Customer fails to do so, then 1CONNECT may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 17.6.4. any licence granted to the Customer by 1CONNECT or any of its suppliers shall terminate with immediate effect and the Customer shall immediately cease to use the Service;
- 17.6.5. because of the Customer's default, all Charges which would but for the termination become payable during the Minimum Period shall immediately become due and owing by the Customer to 1CONNECT together with any Cancellation Charges.
- 17.7. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 17.8. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
- 17.9. If the Customer terminates the Contract prior to the end of the Minimum Period, the Customer shall pay to 1CONNECT:
 - 17.9.1. all Charges due but unpaid at the date of termination;
 - 17.9.2. all costs incurred by 1CONNECT in removing, storing or disposing of the Goods and disconnecting Services;
 - 17.9.3. all of the Charges payable during the Minimum Period less any Charges actually paid by the Customer; and
 - 17.9.4. any additional cancellation charges specified in the Customer Order Form.

18. Data Protection

- 18.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 18.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and 1CONNECT is the data processor (where Data Controller, Data Processor and Personal Data have the meanings as defined in the Data Protection Legislation).
- 18.3. Without prejudice to the generality of condition 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to 1CONNECT for the duration and purposes of the Contract.
- 18.4. The Customer warrants that each individual whose Personal Data are provided to 1CONNECT pursuant to the Contract has provided their written consent for their Personal Data to be processed in accordance with and for the purposes of, the Contract (including without limitation condition 18.6) and the Customer shall indemnify 1CONNECT against all losses suffered or incurred by 1CONNECT as a result of such permission not having been obtained.
- 18.5. Without prejudice to the generality of condition 18.1, 1CONNECT shall, in relation to any Personal Data processed in connection with the performance by 1CONNECT of its obligations under this Contract:
 - 18.5.1. process that Personal Data only on the written instructions of the Customer unless 1CONNECT is required by the laws of any member of the European Union or by the laws of the European Union applicable to 1CONNECT to process Personal Data ("**Applicable Laws**"). Where 1CONNECT is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, 1CONNECT shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit 1CONNECT from so notifying the Customer;
 - 18.5.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 18.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 18.5.4. 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:
 - 18.5.4.1. the Customer or 1CONNECT has provided appropriate safeguards in relation to the transfer;
 - 18.5.4.2. the data subject has enforceable rights and effective legal remedies;
 - 18.5.4.3. 1CONNECT complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 18.5.4.4. 1CONNECT complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- 18.5.5.assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 18.5.6.notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 18.5.7.at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 18.5.8.maintain complete and accurate records and information to demonstrate its compliance with this condition 18.
- 18.6. The Customer consents to 1CONNECT appointing THIRD-PARTY PROCESSOR e.g. Inclarity Communications Limited as a third-party processor of Personal Data under this agreement. 1CONNECT confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and 1CONNECT, 1CONNECT shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this condition 18.
- 18.7. Either party may, at any time on not less than 30 days' notice, revise this condition 18 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

19. Confidentiality

- 19.1. Each Party (in this condition 19 "**Receiving Party**") undertakes to the other Party ("**Disclosing Party**"):
- 19.1.1.to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Contract and subsequently received pursuant to any Contract ("**Confidential Information**"); and
 - 19.1.2.not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except:
 - 19.1.2.1.to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis;
 - 19.1.2.2.to the Receiving Party's professional advisors on a confidential and need-to-know basis; or
 - 19.1.2.3.as and to the extent required by law government or any regulatory authority;
 - 19.1.3.to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- 19.2. The confidentiality obligations in condition 19.1 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
- 19.2.1.has ceased to be secret without default by the Receiving Party or breach of any obligation of confidentiality by any person; or
 - 19.2.2.was already in the Receiving Party's possession prior to disclosure by the Disclosing Party other than by a breach of an obligation of confidentiality by any person; or
 - 19.2.3.has been received from a third party who did not acquire it in confidence.
- 19.3. This condition 19 shall survive termination of the Agreement or any part of it.

20. Authority

The Customer hereby authorises 1CONNECT to communicate with a manufacturer or supplier on the Customer's behalf in order to fulfil the Contract in particular but without limitation to the generality of the authorisation, 1CONNECT is authorised by the Customer to terminate any contract or licence with a third party entered into on behalf of the Customer in the event of non-payment by the Customer to 1CONNECT.

21. Severability

If and to the extent that any provision or any part of 1CONNECT's standard trading conditions are illegal, void, or unenforceable for any reason, then such provisions or part therefore (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions, as the case may be, all of which remaining provisions shall remain in full force and effect.

22. Waiver.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. Assignment and sub-contracting

- 23.1. The Customer shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the Contract without the prior written consent of 1CONNECT.
- 23.2. 1CONNECT may assign or otherwise delegate all or any of its rights or obligations under the Contract to any person or entity.

24. Variation

- 24.1. Subject to condition 24.2 no variation to the Contract shall be effective unless agreed by the Parties in writing.
- 24.2. Notwithstanding condition 24.1 1CONNECT reserves the right to amend or vary the Contract (a "**Change**") by giving the Customer 30 days' written notice of such Change. Save where the Change is required by law or regulation or code of practice, within 14 days of such notification the Customer may give 1CONNECT not less than 14 days' written notice that if the Change is not withdrawn the Customer will terminate the Contract. If the Customer does not terminate within such 14 day period the Customer shall be deemed to have accepted the Change.
- 24.3. If the Customer requests and 1CONNECT agrees to a Change (including without limitation adding, deleting or exchanging a Service or a change of Site), the Customer must complete such formalities as 1CONNECT shall require to give effect to such Change within any reasonable timescale imposed by 1CONNECT and the Customer must pay to 1CONNECT its then current charges for such Change. 1CONNECT may require payment prior to effecting such Change. To reflect such Change 1CONNECT may immediately by notice in writing to the Customer revise the Charges.
- 24.4. Nothing written on the Customer Order Form shall vary any provision of these Terms & Conditions.

25. No partnership or agency.

Except where expressly stated, nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

26. Notices

- 26.1. Any notice given to a party under or in connection with a Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.
- 26.2. Any notice shall be deemed to have been received:
- 26.2.1. if delivered by hand, on signature of a delivery receipt or if none at the time the notice is left at the proper address;
 - 26.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or (if applicable) at the time recorded by the delivery service.

27. Third party rights.

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

28. Disputes

- 28.1. If any dispute arises in connection with the Contract, each party's Managing Director or CEO shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 28.1.1. If the dispute is not resolved at the meeting referred to in condition 28.1, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (an "ADR notice") to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

29. Law

All contracts shall be deemed to have been made in England and shall be governed in all respect by English law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the Contract or as to any matters arising out of the Contract or in any way connected with it shall be determined by the English Courts of law to whose exclusive jurisdiction 1CONNECT and the Customer hereby submit.