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Conditions for Communications Services

iCS



CONDITIONS FOR COMMUNICATIONS SERVICES

1. Definitions and Interpretation

1.1. In the Contract unless the context otherwise requires:

"Additional Service(s)" shall have the meaning given to them in clause 4.1.

"Administrative Charge" means any charge we levy for administrative costs as determined by us from time to time or as specified in our Tariff or otherwise notified to you.

"BT" means British Telecommunications plc.

"Charges" means connection charges, usage charges, fixed charges, set up charges, installation charges, activation charges, disconnection charges, reconnection charges, cancellation charges, Administrative Charges, Periodic Charges and other charges to be paid by you for the Services calculated according to the prices and rates set out in our Tariff or otherwise notified to you.

"Commencement Date" shall have the meaning ascribed to it in clause 16.1.

"Company" **"we"** and **"us"** refers to ICS 1989 Limited, trading as iCS Communications.

"Conditions" means these Conditions for Communications Services.

"Contract" means the contract for the supply of Services made between us and you, subject to these Conditions.

"Customer" **"you"** and **"your"** refers to the person with whom we contract to supply the Services and whose details are set out on the Order Form.

"Customer Equipment" means any equipment, including any communications apparatus or system or software, which is owned or controlled by you.

"Customer System" means any communications and/or other equipment operated by you and used in connection with the Services and/or Sale Equipment, whether supplied by us or a third party.

"Data Protection Law" means: the Data Protection Act 1998 (until repealed) ("**DPA**"), the Data Protection Directive (95/46/EC) (until repealed) and, from 25 May 2018, the General Data Protection Regulation 2016/679 ("**GDPR**") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy



and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and **"Personal Data"** and **"processing"** shall have the meanings given to them in the DPA or, from 25 May 2018, the GDPR.

"IPR" means any and all intellectual property rights whether existing now or in the future, including but not limited to all patent rights, trademarks, copyright, design rights, database rights, rights in inventions, semiconductor topography rights, know-how, or any similar right exercisable in any part of the world (whether registered or unregistered) and including any applications for the registration of any patents or designs.

"Minimum Spend" means in relation to each Service, the periodic minimum spend commitment in relation to recurring monthly costs as outlined in the applicable Service Agreement, constituting the minimum amount you agree to pay to us within the period set out in the applicable Service Agreement for that Service regardless of your actual use of the Service.

"Minimum Term" means the minimum initial period of service provision for each Service or "Agreement Duration for Services", as set out in the Service Agreement for each Service.

"Network" means the electronic communications systems run by or on behalf of us or procured by us for the purpose of providing the Services.

"Order Form" means an order form accepted by you requesting the supply of any or all of the Services from us.

"Periodic Charges" means any Charges (excluding Administrative Charges) that are billed on a recurring basis and which do not vary on usage of the Services.

"RPI" means the Retail Prices Index (RPI) (all items) (United Kingdom).

"Sale Equipment" means the equipment identified on the Service Agreement, Order Form or otherwise notified to you in writing that we will sell to you as part of our provision of the Services, subject to the provisions of these Conditions.

"Service" or **"Services"** means all or part of the Services identified in the Service Agreement and Order Form and any related services that we agree to provide to you under the Contract.

"Service Agreement" means (i) where you place an order with us by telephone, the confirmation of order accompanying these Conditions, or (ii) where you place a written order, the document you sign when you become our Customer, in each case detailing, amongst other things, the Services you wish to receive, the



minimum period you wish to receive the Services for and the Tariff at which you will be charged and which forms part of this Contract.

"Site" means your premises where the Services are to be provided, as set out on the Order Form.

"Small Business Customer" means a Customer who has been identified on the Order Form as being a Customer who has 10 or less workers (whether as employees or volunteers or otherwise).

"Tariff" means our tariff referred to in the Service Agreement and Order Forms and as amended and notified to you from time to time.

"Working Hours" means between 0900 and 1700 on Monday to Friday inclusive, excluding any public or bank holidays.

1.2. In the Contract, unless the context otherwise requires:

1.2.1. words in the singular include the plural and vice versa and words in one gender include any other gender;

1.2.2. a reference to:

(a) any party includes its successors in title and permitted assigns;

(b) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);

(c) clauses, paragraphs and schedules are to clauses and schedules of these Conditions; and

1.2.3. the headings are for convenience only and shall not affect the interpretation of these Conditions.

2. Provision of the Services

2.1. We will provide, and you will use, the Services in accordance with these Conditions.

2.2. We will exercise the reasonable care and skill of a competent telecommunications service provider in the performance of our obligations under the Contract and will use reasonable endeavours to supply the Services to you and where necessary, to deliver and install the Sale Equipment by any date agreed between the parties. All dates are estimates only and we will not be liable for any failure to provide a Service or to install any Sale Equipment by any agreed date.

2.3. We will be entitled at any time and without liability to modify, expand, improve, maintain or repair the Services or any of its systems, including



suspension of the same in whole or in part pursuant to clause 15, provided that we use reasonable endeavours to notify you in advance and to minimise any disruption to the Services.

2.4. It is impossible to provide the Services free from faults or interruptions and we do not undertake to do so.

2.5 Where you enter into a Contract with us for the provision of call recording services or any other services or products in respect of which data may be retained, you agree to regularly backup your system and all files to a separate storage facility to avoid catastrophic loss of data. We do not warrant that any maintained backups will be foolproof or effective in any particular situation. We shall not be liable for any losses, damage, costs or expenses associated with loss of data, recreating or restoring any data, or procuring alternative storage, replacement equipment or programs, or for claims by third parties, or for any similar or analogous losses, damage, costs or expenses.

3. Use of the Services

3.1. You must (a) promptly provide us free of charge with all information and co-operation that we may reasonably require and (b) comply with our reasonable instructions regarding the use of the Services and/or Sale Equipment.

3.2. You must not use or permit anyone else to use the Services:

3.2.1. for any unlawful, fraudulent, illegal or immoral purpose;

3.2.2. to cause annoyance, inconvenience or nuisance;

3.2.3. to send, knowingly receive, upload, download, use or re-use any material, message or communication which is offensive, abusive, indecent, defamatory, obscene or menacing;

3.2.4. to spam, send or knowingly receive unsolicited advertising or promotional material;

3.2.5. in contravention of any legislation, licence, code of practice, instructions or guidelines issued by any regulatory authority or in contravention of a third party's rights;

3.2.6. in a way which we, acting reasonably, consider is, or is likely to be, detrimental to the provision of the Services to you or to other customers or to customers of our suppliers, or in a way which could adversely affect the Network;

3.2.7 in a way that does not comply with any instructions given by us to you under sub-clause 3.1 (b);



3.2.8 to obtain access, through whatever means, to restricted areas of the Network; or

3.2.9 in a way which (in our reasonable opinion) brings our name into disrepute, or which places us in breach of our legal or regulatory obligations.

3.3 You accept that you do not own any telephone number(s) provided to you and that the Contract is personal to you. Therefore, you have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not do so or attempt to do so.

3.4 You also accept that we have the right to reallocate to a third party any numbers that are provided to you for use with the Services but that you do not use for a period of six (6) months.

3.5 We will put your name, address and the telephone number(s) for the Services in the telephone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as we can. However, we will not do so if you ask us not to.

3.6 If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you will be liable to pay an extra charge and sign a separate agreement for that special entry.

3.7 It is your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, we accept no liability for any errors, nor are we liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.

4. Additional Services

4.1. You may order new Services and/or request us to expand any existing Services (the "**Additional Services**") at any time. Subject to clause 4.2, any order for Additional Services will be deemed accepted by us and be incorporated into the Contract on the earlier of: (i) the date on which you are notified in writing that the order has been accepted by us; or (ii) the date on which the Additional Services are first made available to you.

4.2. Prior to the Additional Services being made available to you, you must sign an Order Form and/or complete such other documentation as may be required by us relating to the Additional Services.



5. Equipment

5.1. If it is necessary to install Sale Equipment to facilitate provision of the Services you must, at your own expense and in accordance with any instructions given to you by us, in advance of installation:

5.1.1. obtain all necessary consents and licences including consents for any alterations to buildings to allow the installation of the Sale Equipment;

5.1.2. provide a suitable environment including all necessary floorspace, trunking, conduits, cable ducts, utility supply and the provision of sufficient electrical connection points in close proximity to the Sale Equipment;

5.1.3. ensure that all devices, equipment or plant necessary to connect the Sale Equipment to the Customer System are provided and after installation operate and maintain such devices, equipment or plant; and

5.1.4. carry out all necessary preparatory work and make good any such work after installation.

5.2. All Customer Equipment and/or the Customer System must be:

5.2.1. technically compatible with and must not interfere with the Services, the Sale Equipment, the Network, or another customer's equipment;

5.2.2. in proper working order;

5.2.3. compliant with all applicable standards and approvals for network connection; and

5.2.4. used in compliance with and approved under all relevant instructions, safety and security procedures, standards or laws.

5.3. With respect to any Sale Equipment supplied to you, we will use reasonable endeavours to pass on the benefit of any manufacturer's warranty to you.

5.4 You must notify us within 14 days of delivery of any faults in or damage to the Sale Equipment, after which date you will be deemed to have accepted the Sale Equipment as being satisfactory.

5.5 Any Sale Equipment reported to us within 14 days of delivery as being defective or damaged must be immediately returned to us for inspection. Once we have confirmed the alleged defect or damage, we will issue you with a replacement or a refund, at our option. We will pay the reasonable costs of return of the Sale Equipment to us and (where we issue you with a replacement) we will pay the reasonable costs of redelivery of the Sale Equipment to you.

5.6 We will not replace or refund any Sale Equipment alleged to be defective or damaged, where:



5.6.1 you make any further use of the Sale Equipment after notifying us of the alleged defect or damage; or

5.6.2 you alter or repair the Sale Equipment without our prior written consent; or

5.6.3 the defect or damage arises because you have failed to follow any instructions as to the use or maintenance of the Sale Equipment; or

5.6.4 the defect or damage arises from wilful damage, negligence, abnormal working conditions or from any misuse of the Sale Equipment.

5.7 If, following your receipt of the Sale Equipment, you decide that you do not want the Sale Equipment and you would like to obtain a refund, you must return the Sale Equipment to us at your cost within 14 days of delivery. All unwanted Sale Equipment must be returned to ICS Communications, 1 Minster Court, Tuscam Way, Camberley, Surrey, GU15 3YY.

5.8 All refunds of unwanted Sale Equipment shall be made entirely at our discretion. The Sale Equipment will not be considered for refund unless the Sale Equipment is returned to us:

5.8.1 not having been used;

5.8.2 in its original packaging; and

5.8.3 in a condition fit for immediate resale.

5.9 Where we do agree to refund any unwanted Sale Equipment, we reserve the right to apply a re-stocking charge, which will be deducted from the refund.

5.10 Risk in the Sale Equipment will pass to you on delivery of the Sale Equipment. Therefore, it is your responsibility to look after the Sale Equipment and you will have to pay if you wish to replace or repair the Sale Equipment if it is lost, stolen or damaged. Title in the Sale Equipment will pass to you in accordance with the provisions of clause 5.11, below.

5.11 You will not own the Sale Equipment until you have paid us in full in cleared funds for the Sale Equipment and for any other goods sold to you under a contract for sale entered into between you and us. Until title for the Sale Equipment passes to you (providing that the Sale Equipment still exists and has not been resold), we shall be entitled to demand the return of the Sale Equipment and if you fail to return it, we reserve the right to enter your premises (or those of any third party where the Sale Equipment is stored) in order to repossess the Sale Equipment.



6. Site access and repairing faults

6.1. You must grant us and our sub-contractors' access to the Site during Working Hours upon request. We may, on reasonable notice, require access to the Site outside Working Hours. Where a third party's permission is required in order to facilitate access to the Site, you must obtain such permission.

6.2. You must provide a suitable and safe working environment for us and our sub-contractors. We and our sub-contractors will comply with your reasonable requirements as to safety on the Site to the extent that such requirements are communicated to us prior to any visit.

6.3. In the event of a fault affecting a Service you should report the fault to us in accordance with the standard procedures set out in the relevant Service Agreement. We will use reasonable endeavours to respond to you and rectify the fault in accordance with the relevant Service Agreement. Any work carried out by us outside Working Hours shall be subject to additional charges.

6.4. If you report a fault which cannot be rectified remotely, we may arrange for an engineer to attend the Site. We reserve the right to charge you an additional sum for this visit, in particular, but without limitation, if the visit is made outside Working Hours, if the engineer is refused access to the Site, or if the engineer finds that there is no fault.

6.5 During any fault investigations, we may require you to carry out tests and we will require you to provide us with the results of those tests to allow us to follow our standard procedures and conclude our investigations.

6.6. We will have the right to recover all reasonable costs incurred in investigating or remedying any fault with a Service where it is caused by your negligence or default, by your Equipment or where the fault does not lie with us or any Sale Equipment.

6.7. You will be responsible for all Charges incurred whilst any Service is unavailable due to any fault.

7. Charges

7.1. You will be liable for all Charges incurred for each Service from the Commencement Date, whether the Services are used by your employees or by any other person with or without your permission or knowledge and notwithstanding that they may have arisen from unauthorised, fraudulent, or illegal use, subject to the provisions of clause 9.

7.2 The frequency with which we will bill you for the Services and your payment responsibilities are set out in the Service Agreement applicable to the Services you use.



7.3. The Charges will be calculated by reference to the Tariff provided to you. You acknowledge that we have agreed to supply the Services to you at the agreed Tariff on the basis that you have committed to abide by the Minimum Spend and Minimum Term requirements.

7.4. Where Periodic Charges are incurred for a period less than the relevant charging period, they will be pro-rated. This does not apply to any Administrative Charge or to any other charges.

7.5. Where any Services are provided to you on a trial basis for a reduced or zero charge for a fixed period, unless otherwise advised to you in writing, you must give us notice in writing if you wish to cancel the Services at the end of the trial. If you fail to give us notice, then we will automatically invoice you for the Services at the end of the trial for the remainder of the Minimum Term.

7.6. Where you fail to comply with clause 5.1 and/or clause 5.2, or if we are unable to access the Site to carry out any work, we may charge you for an aborted visit.

7.7 Without prejudice to the provisions of clause 7.6, if an engineer has been booked to undertake engineering services at the Site and you cancel the booking within 24 hours of the engineer's proposed visit to the Site, 50% of the charges for the engineering services shall be immediately payable by you to us. If, however, the engineer has already been mobilised to provide the engineering services by the time that notification of cancellation of the booking has been received by us, then 100% of the charges for the engineering services shall be immediately payable by you to us.

7.8. All Charges are subject to change by our giving not less than 30 days prior written notice to you. Without limiting the general application of this clause, we reserve the right to invoke this clause to pass on any increases in our third-party supplier costs.

7.9 Without prejudice to the provisions of clause 7.8, we may, on an annual basis, increase the Charges in effect during the previous year in line with and proportionate to the increase in RPI over the same period provided that not less than 30 days' prior written notice of the increase has been given by us to you.

8. Payment

8.1. You must pay the Charges in full by direct debit on the date agreed between us (without deduction or set off), unless otherwise agreed by us in writing and subject to the provisions of clause 8.4.

8.2. If a direct debit is dishonoured or cancelled, we will charge you an Administrative Charge for any third-party charges and internal costs we incur as a result.



8.3. In the event that payment cannot be made by direct debit, you must pay the Charges in full (without deduction or set off) within 14 days of the date of any invoice issued by us. Where payment is arranged through a finance provider payment will be in accordance with the terms of the finance agreement. Time for payment of the Charges shall be of the essence.

8.4. Unless you make payments to us by direct debit, we will charge you an Administrative Charge.

8.5. Unless otherwise stated, all Charges are exclusive of value added tax which, where applicable, will be added to invoices at the prevailing rate.

8.6. We may charge interest on any overdue amount payable from the due date until the date we receive payment (whether before or after judgment) at the rate of 4 percent per annum above the base lending rate of Barclays Bank Plc from time to time. We may also charge you an Administrative Charge for recovering late payments from you.

8.7. We reserve the right to claim statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

8.8. If you do not pay any amount due by the due date for payment, we may instruct a debt collection agency to collect payment (including any interest charges) on our behalf.

8.9. We may at any time:

8.9.1. carry out a credit check on you and you agree to provide us with any and all information reasonably required for this purpose;

8.9.2. reduce your credit limit;

8.9.3. require you to pay a deposit, make payments on account or provide some other form of guarantee as security for future charges; and/or

8.9.4. register information about you and your account with credit reference agencies.

8.10. If we agree to approach a finance provider on your behalf to arrange finance for the purchase of Sale Equipment, then you acknowledge that we will be acting as your agent and not as an agent for the finance provider.

8.11. In the event that we are unable to obtain finance on the terms originally proposed or on other terms acceptable to you, then we will return any deposit received from you without further liability to you. Where third party indemnities are required by the finance provider, any failure to provide such indemnities will constitute a breach of the Contract and will entitle us to retain any deposit paid by you.



8.12. Any failure by you to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement will render you liable to pay to us the full value of the order (plus VAT) within seven (7) days of presentation of an invoice to you.

8.13. We reserve the right at any time to set off any sums owing from you to us against any sums owing from us to you.

8.14 No invoice may be disputed by you if it has not been disputed within 6 months of the date of the invoice.

9. Security and Fraud

9.1 You must ensure that user names and passwords used by you and/or your personnel and/or users in connection with the Services are kept confidential and are only used by authorised users. You will inform us immediately if you know or suspect (or ought reasonably to know or suspect) that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. You will not change or attempt to change a user name without our written consent.

9.2 We reserve the right (at our sole discretion):

9.2.1 to suspend user names and password access to the Services if at any time we think that there has been or is likely to be a breach of security; and

9.2.2 to ask you to (in which case, you shall) change any or all of the passwords you use in connection with the Services.

9.3 You will inform us immediately of any subsequent changes to the information you supply to us in connection with the Contract.

9.4 You accept and acknowledge that the Services are not guaranteed to be secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

9.5 We shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Sale Equipment and/or Services by you or any third parties (who are not our employees) and you agree to pay all additional charges related to such fraudulent and/or unauthorised use.

9.6 Any assistance given by us in relation to fraudulent and/or authorised use by you or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by us for any loss sustained by you via fraudulent and/or unauthorised means that are beyond our reasonable



control (save for any fraud and/ or authorised use by one of our employees acting in that capacity).

9.7 You acknowledge and warrant that the Services are for your use and you will not re-supply or resell or otherwise make the Services available to any person on a commercial basis or any other basis.

9.8 If you do not comply, or any other person whom you allow to use the Services does not comply with any provision of this clause 9, you will indemnify and hold us harmless against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated or suffered as a result of such non-compliance.

9.9 Each Customer must pay a monthly fraud management charge in respect of each analogue line and each ISDN channel, which will appear as a separate line item on the breakdown of your bill. We have had to introduce this charge as a direct consequence of the rise of telephone fraud in the UK so as to cover the associated management charges that we now incur from our own suppliers. The imposition of the fraud management charge will not affect the parties' respective rights and obligations under clauses 9.4-9.6, but it will better enable us to offer you services such as call thresholds and barring of premium numbers to help reduce your exposure to fraudulent activity. **If you would like further information on fraud management, (including the setting of appropriate call threshold levels for your business) please call us on 01276 539344.**

10. Intellectual Property Rights

10.1. Except as expressly set out in these Conditions, the parties will not acquire any rights or licences to the other party's IPR.

10.2. All IPR in anything provided to you as part of the Services will remain the property of us or our licensors.

10.3. Where software is supplied to enable you to use a Service, we grant you a non-exclusive, non-transferable licence to use such software for that purpose only. Unless otherwise agreed in writing, any licence granted by us will expire on termination of the Contract or of the relevant Service.

10.4. You must not, and must not permit anyone else to, copy, modify, reverse engineer, decompile or otherwise endeavour to obtain the source code of such software, except to the extent permitted by law.

10.5. If requested by us, you must sign any agreement which is reasonably required by the owner of the IPR in such software to protect its rights or interests therein and you acknowledge that failure to do so may result in our being unable to supply such software.



11. Indemnity

You will fully and promptly indemnify and hold us harmless against any claims or legal proceedings (including damages, loss, costs and expenses) which are brought or threatened against us or our sub-contractors by any third party as a result of you entering into the Contract, or arising directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Contract, or from your use of the Services otherwise than in accordance with the Contract.

12. Provision of information

12.1. The parties will keep in confidence any information of a confidential nature obtained under the Contract (whether written or oral) including the Charges and will not disclose such confidential information to any person (other than their employees and professional advisers who need to know the same for the purpose of the Contract and who are under a duty of confidentiality equivalent to this clause 12.1) without the prior written consent of the other party.

12.2. Clause 12.1 will not apply to:

12.2.1. any information which has been published other than through a breach of these Conditions;

12.2.2. information lawfully in the possession of the recipient before the disclosure under the Contract took place;

12.2.3. information obtained through a third party who is free to disclose it;

12.2.4. information which a party is required by law to disclose; and

12.2.5. any information which we wish to disclose to any company or person as part of a business reorganization.

12.3 We may monitor, and record calls made to or by us relating to customer services and telemarketing calls made by us, for the purpose of training and improving customer care services, including complaint handling. We and/or our suppliers may also record 999 and 112 calls.

12.4 All Personal Data will be processed by us strictly in accordance with the Data Protection Law and pursuant to the provisions of our [Privacy Policy](#).

12.5 You must inform us immediately if any of the information you have provided to us about you in connection with the Contract changes.

12.6 You acknowledge that in connection with the provision of the Services, detailed technical information (including by way of example, but without



limitation, information as to your existing telecoms suppliers and supplies) as well as your contact details may have been provided on your behalf by our designated dealer with whom you may have had initial discussions and you hereby confirm to us that we may rely on that information.

13. Liability

13.1. Neither party excludes or limits its liability for personal injury or death caused by its negligence or for fraudulent misrepresentation, or to any extent not permitted by law and clauses 13.2 and 13.3 will not apply to such liability.

13.2. Subject to clause 13.1 above, our aggregate liability to you in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise is limited to £100,000 for any one event or any series of related events, and in any twelve (12) month period to £500,000 in total.

13.3. Subject to clause 13.1 above, we shall not be liable to you in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise for direct, indirect or consequential loss of profit, revenue, business, anticipated savings, opportunity, use, wasted expenditure, loss of or damage to physical property or for any direct, indirect or consequential loss, corruption or destruction of data, whether or not we were advised of or were aware of the possibility of such damages, losses or expenses.

13.4 Except as expressly set out in these Conditions, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.

13.5 Each part of these Conditions that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

13.6 We are not responsible for any pricing, typographical, or other errors and reserve the right to reject any orders where such an error may have occurred.

13.7 We shall not be liable for the actions or omissions of any third party whom we may recommend to you as a supplier (or whom we may recommend to you in any other capacity), nor shall we be liable for recommending any such third party to you.

13.8 If you are a consumer or a Small Business Customer, you have the right to reasonable compensation for specific failures or delays in the provision of certain Services; the relevant Ofcom guidelines are published on our website at https://www.ofcom.org.uk/data/assets/pdf_file/0021/112692/Consolidated-General-Conditions.pdf; please see in particular paragraph B3.11 at page 19.



13.9 The provisions of this clause 13 shall continue to apply notwithstanding termination of the Contract.

14. Assignment

The Contract is personal to you and therefore it cannot be assigned or transferred by you to any other person without our prior written consent. We have the right to assign both the benefit and burden of the Contract as part of a business reorganisation to any company or person and you hereby consent to such assignment.

15. Suspension

15.1. We may at our sole discretion (without liability and without affecting any other right or remedy that we may have under these Conditions) temporarily suspend the Services either in whole or in part and/or temporarily disconnect any telephone number until further notice, provided that we use reasonable endeavours to notify you in advance, in the event that:

15.1.1. you have failed to pay any sums due to us under the Contract or any other agreement between the parties;

15.1.2. you are in breach of the Contract;

15.1.3. you prevent or delay any prearranged maintenance or other work from being carried out;

15.1.4. the Charges have reached the limit set under sub-clause 8.9.2;

15.1.5. you refuse to give a security deposit or other payment as required under sub-clause 8.9.3;

15.1.6. you damage or anyone who uses the Services we are providing to you damages the Network or puts the Network at risk;

15.1.7. we have reasonable grounds to believe that a Service is being used unlawfully or for criminal or fraudulent purposes, or otherwise in contravention of any provision of clause 3.2;

15.1.8. operational reasons require it;

15.1.9. there is a case of emergency or we are obliged to do so by an emergency service organisation (in which case no prior notice will be required);

15.1.10. we are required to do so by any competent authority, or by any of our suppliers.



15.2. With respect to any suspension or disconnection under sub-clauses 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.1.5, 15.1.6, or 15.1.7, we may refuse to restore the Services to you until the breach of any one or more of those sub-clauses has been cured and we receive an acceptable assurance from you that there will be no further breach.

15.3. You will continue to be liable for and to pay the Charges during any period of suspension or disconnection, unless we notify you otherwise.

15.4 We may charge to reconnect you to the Services after any suspension or disconnection under sub-clauses 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.1.5, 15.1.6, or 15.1.7 and we may change your payment terms as a condition of reconnection.

16. Commencement, cancellation rights prior to the provision of Services and Termination.

16.1 For orders placed with a signed Service Agreement, the Commencement Date will be the date of the signed Service Agreement. For orders placed on the Company's website or by telephone, the Commencement Date will be the date you confirm the order by email or in writing. Should you fail to confirm your order in writing the Contract will commence from the date advised to you in our correspondence unless we have advised you that your order will be cancelled without your confirmation. Where there may be any conflict regarding the Commencement Date, then you agree the Commencement Date will be the date that the Services were first provided to you. Without prejudice to the generality of the foregoing, the Minimum Term for each Service will start on the date stipulated in the applicable Service Agreement.

16.2. We may cancel the Contract prior to the first provision of Services to you with no liability if you fail a credit check or if for any other reason, we are unable to provide the Services.

16.3. Where the Customer is a consumer or a Small Business Customer, the Customer may cancel the provision of Fixed Line Telephony Services, Internet Access Services or Hosted Services at any time prior to the commencement of the provision of those services without any form of charge or compensation being required to be paid to the Company, unless we have made contractual commitments on the Customer's behalf which have caused or which will or may cause us to suffer financial detriment.

16.4. We may terminate the Contract as follows:

16.4.1. by giving you:



16.4.1.1 thirty days' written notice prior to the expiry date of the Minimum Term or any anniversary thereof, as applicable, with respect to the Fixed Line Telephony Service and /or the Hosted Service (subject to clause 8.6 of the Fixed Line Telephony Service Agreement and clause 5.6 of the Hosted Service Agreement];

16.4.1.2 ninety days' written notice prior to the expiry date of the Minimum Term or any anniversary thereof, as applicable, with respect to the Internet Access Service (subject to clause 8.5 of the Internet Access Service Agreement);

16.4.1.3 thirty days' written notice prior to the expiry date of the Minimum Term or any anniversary thereof, as applicable, with respect to the Mobile Service;

16.4.1.4 ninety days' written notice prior to the expiry date of the Minimum Term or any anniversary thereof, as applicable, with respect to the Maintenance Service; or

16.4.2. immediately upon written notice to you if:

16.4.2.1. you do not make payments to us when they are due;

16.4.2.2. you do not perform or observe any material obligation under the Contract, whether such obligation is specified in the Contract as material or not (a "material breach");

16.4.2.3. you do not perform or observe any other obligations under the Contract (a "breach") and where such breach can be remedied, you fail to remedy the breach within any reasonable time specified by us in a written notice requiring you to do so;

16.4.2.4. a voluntary arrangement is proposed, or a bankruptcy petition is presented or a bankruptcy order is made against you or a receiver or trustee is appointed on your estate or, being a company, you become subject to an administration order (within the meaning of the Insolvency Act 1986) or, being a company, you go into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Contract);

16.4.2.5. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services from us, or during the provision of the Services;

16.4.2.6. we are required to comply with an order, instruction or request of any competent authority;

16.4.2.7. any contract between us and any of our suppliers which enables us to



provide the Services is cancelled or terminated; or

16.4.2.8. any other authority we have to provide the Services ends.

16.5 Details of your rights to terminate any of the Services both at and prior to the end of the Minimum Term are contained in the applicable Service Agreement (subject always to the Minimum Spend requirement outlined therein and any cancellation charges which may be payable), together with information regarding the parties' respective rights upon and immediately following termination. If termination by you is revoked at any time, you will be required to provide us with an additional 30 days' written notice of termination, which shall be increased to 90 days where termination by you is revoked under the Internet Access Service Agreement.

17. General

17.1 We reserve the right to change these Conditions and/or the Services at any time. We will notify you of any changes we make to the Conditions either by writing to you or posting the Conditions on our website before the changes come into effect. Any changed version of the Conditions shall immediately supersede and replace all previous versions of the Conditions and shall govern any Contract entered into by you following notification of the changes to you as aforesaid and any Contract subsisting at and/or renewed after the time of notification to you as aforesaid. If a change is likely to be of material detriment to you, we will give you 30 days' notice of the change. In the event of a change which is of material detriment to you, you may terminate the Contract (or the part of the Contract that applies to the Services affected by the change) before the change becomes effective by giving us written notice or by contacting our customer services department and by specifying your reason for termination within 30 days of receiving notification of the change. In this instance, you will not be liable to pay any cancellation charges. For the avoidance of doubt, the foregoing provisions of this clause 17.1 which allow termination in the event of a change which is of material detriment to you may not be relied upon to avoid any increase in the Charges permitted by the provisions of clause 7.9.

17.2. Neither party will be deemed to be in breach of the Contract or otherwise be liable by reason of any delay in performance or non-performance of any of its obligations under the Contract (other than the obligation to make payments due under it) to the extent that such delay or non-performance is caused by a matter beyond its reasonable control of which it has notified the other party, including but not limited to insurrection or civil disorder, war or military operation, international, national or local emergency, acts or omissions of government, highway authority or other competent authority, failure or delay of a supplier to supply us with the Services, compliance with any statutory or regulatory obligation



or constraint, industrial disputes of any kind (whether or not involving our employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, or acts or omissions of persons for whom it is not responsible (including in particular other telecommunications service providers). If, pursuant to this clause, either party is unable to perform its obligations under the Contract for a continuous period of 90 days or more, either party may terminate the Contract in whole or in part with immediate effect on giving written notice to the other.

17.3. A notice given under the Contract must be in writing and may be delivered by hand or sent by prepaid first class post facsimile or email to the addressee at the address for that party set out on the Order Form. Either party may, by notice in writing to the other in accordance with this clause, change its address for service.

17.4. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party will constitute a waiver by that party of or impair or preclude any further exercise of that or any right, power or remedy arising under the Contract or otherwise.

17.5. The Contract sets out the entire agreement and understanding between the parties and supersedes all prior or contemporaneous agreements, understandings or arrangements, whether written or oral, in respect of the subject matter of the Contract.

17.6. Unless expressly provided in these Conditions, no term of the Contract will be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

17.7. If any provision of the Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision will be deemed not to be a part of this Contract and it shall not affect the enforceability of the remainder of this Contract.

17.8. Where there is a dispute under this Agreement, our Dispute Resolution Procedure directs the Customer to contact our Customer Support Team to resolve any complaints in the first instance and allows matters to subsequently be escalated to our Managing Director; in the event of a deadlock, our Dispute Resolution Procedure stipulates that a dispute may be referred to Ombudsman Services or alternatively to Alternative Dispute Resolution ('ADR'). Our Dispute Resolution Procedure may be viewed on our website at <http://icscomms.co.uk/ofcom-statement/>; please see the section entitled **iCS Code of Practice on Complaint Handling and Dispute Resolution**. Should the parties be unable to resolve a dispute to the satisfaction of both parties by using our Dispute Resolution Procedure, the parties shall irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining the dispute.

