

## **Datatel Solutions T/A Halo Connect**

**Registered Office: Marshall House, Preston, PR1 2QD**

**Registration Number: 06790912**

### General Terms and Conditions

Halo Connect is a provider of managed communications services including leased lines, telephone lines, mobile services, local national and international telecommunications services, hosted telephone services, PCI compliance, hosted desktop products and broadband. By ordering and using the services you agree to the following Terms and Conditions and that they set out the basis upon which Halo Connect will provide the services to you the Customer.

#### 1. DEFINITIONS AND INTERPRETATIONS

1.1. The Order Form and Supplementary Order Form(s) form part of this Contract and are contractually binding on the parties.

1.2. In this Contract the following expressions have the following meanings, unless the context requires otherwise: -

“Billing Period”

means any period in respect of which we bill you from time to time for your use of any of the Services provided to you

“Charges”

means our published list of prices as amended from time to time applicable to our Services.

“Commencement Date”

means the date upon which our supply to you of any Service commences

“Conditions” & “Terms and Conditions”

means these terms and conditions as amended by us from time to time in accordance with clause 18.3

“Confidential Information”

Means any information marked confidential or information that the author would not wish to be disclosed to customers, suppliers or to be publicly available

“Contract”

means the contract between you and us to pay for and receive the Service set out in these Conditions and the Order (together with such changes and/or other terms as may be notified to you from time to time) and your current Tariff Plan as amended from time to time

“Credit Limit”

means any credit limit, which is applied to your account either when you apply for any Service or at any time thereafter at Halo Connect’s sole discretion

“Customer Purchased Equipment”

Means any equipment sold or provided to the Customer by Halo Connect

“Customer Representative”

Means the person or persons named under Customer Representative on the Order Form

“Customer Services”

means the customer services facility provided by us for you to make general, sales or account enquiries. Customer Services are available between the hours of 9am to 5pm Monday to Friday. Calls to Customer Services may be monitored

“Customer”

means any customer who enters a Contract

“Customers Logo”

## Integration

Means the trading Logo of the Customer

## “Delivery Address”

Means the Delivery Address as detailed in the Order form

## “Directors Guarantee Provision”

Means the a personal guarantee given by a Director of the Customer to Halo Connect

## “Equipment”

Means any equipment, electronic portal or service provided to the Customer for the performance of the Services

## “CPS”

Means Carrier Pre-Select, a method of indirect access to route your calls over a network of Halo Connect’s choice

## “Good Industry Practice”

means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

## “GSM Gateway”

means a fixed device containing one or more SIM Cards which enables a call from a fixed phone to a Mobile Phone to be routed directly into a mobile Network as if it were from a Mobile Phone and thereby attract a different call rate

1.3.The headings in these Terms and Conditions are for convenience only and will not affect the construction of the Terms and Conditions.

References to clauses are to the clauses of the Conditions; references to the Order form and paragraphs are to the Order form for the Services which these Terms and Conditions cover and the paragraphs within the Order form. If there is any conflict between the Conditions and an Order form the Conditions will prevail.

1.4.In these Terms and Conditions-

1.4.1.the use of the singular will be construed to include the plural (and vice versa) and the use of any gender will be construed to include all genders;

1.4.2.references to a person include individuals, incorporated bodies, unincorporated associations and partnerships and the permitted transferees and assignees of such persons;

1.4.3.references to any statute, enactment, order, statutory instrument or statutory provision include such statute, enactment, order,

## “Halo Connect portal”

Means the electronic portal allowing the Customer access to control of some or all of the Services

## “Halo Connect Representative”

Means the person or persons named under Halo Connect Representative on the Order form or other such person or Subcontractor notified by Halo Connect to the Customer from time to time

## “Initial Term”

Means the time outlined in the Order Form which begins on the Commencement Date

## “Installation Date”

Means the date when the Service(s) are activated and ready for use

## “Minimum Period”

means the minimum period that applies to your Contract, which will depend on the Tariff Plan you select at the time you place your Order as outlined on your Order Form

## “Minimum Spend”

means the sum exclusive of VAT set out in the Order Form that the Customer shall spend with Halo Connect for the Landline Service

“Landline Service(s)”

or “Service(s)”

means the landline, Ethernet, leased line, non-geographic number communications and related services to be supplied by Halo Connect to the Customer under the Conditions of this Contract

“Network”

means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator

“Order”

means any order that you submit to us for any of the Services

“Premises” or “Site”

means the UK premises where we agree we shall provide you with the Landline Service

“Representatives”

Means a person or company acting on behalf of either Halo Connect or the Customer

“Service Level Commitment”

Shall have the meaning given to it in the Order Form or clause 16

“Supplementary Order Form”

An additional Order form for use for an existing Customer to take additional Services

“Tariff Plan”

means the Tariff (that may include some elements which are not chargeable) which you select for the Services at the time you place your Order and which you may change from time to time by agreement with us and where we agree, such change to take effect at the start of your next Billing Period

“Tariff”

means the tariff setting out our list of Charges for any of the Services we offer from time to time,

Technical Support

“Termination Fee”

means the service by which customers can report technical issues with their service.

means the Minimum Spend less any sums already paid to Halo Connect (exclusive of VAT).

“Title”

Means the legal ownership

“we”, “us”, “our”, “Halo Connect”

means Halo Connect Limited of Marshall House, Preston, PR1 2QD

“Working Day”

means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London;

“Year”

means the twelve month period commencing on the installation date until the first anniversary of the installation date and each subsequent twelve month period until the next anniversary of the installation date

statutory instrument or statutory provision together with all regulations and subordinate legislation made there under, all as from time to time amended, re-enacted, consolidated or replaced;

1.4.4.the expressions “including”, “include”, “includes”, “included” and “in particular” will be construed to mean without limitation; and

1.4.5.references to loss include destruction.

## 2. TERM AND RENEWAL

- 2.1. This Contract will come into force immediately upon signature by both parties and will remain in force for the Initial Term and renew for further Terms of equivalent length of the Initial Term upon expiry of the Initial Term unless and until terminated earlier in accordance with Clause 11.
- 2.2. The Customer appoints Halo Connect as its preferred supplier of the Telephony Services outlined in the contract (either verbal or written) from the date of execution of this Contract for the duration of the Contract.

## 3. HALO CONNECT'S OBLIGATIONS

- 3.1. Without prejudice to any other provision in this Contract Halo Connect shall:
  - 3.1.1. provide the Services in accordance with this Contract;
  - 3.1.2. take all reasonable steps to obtain such documents, information and co-operation from the Customer as it may reasonably require to supply the Services;
  - 3.1.3. supply the Services in accordance with health and safety and environmental legislation and other applicable legislation, statutory requirements, regulations and Good Industry Practice and relevant codes of conduct of the professions and industries to which Halo Connect's activities relate;
  - 3.1.4. ensure that each of its Representatives who visits a Site complies with all rules, instructions, codes of conduct and security codes in force from time to time at such Site as notified to Halo Connect's Representative by the Customer and with all reasonable requests and requirements in respect of Site rules, instructions, codes of conduct and security codes communicated by or on behalf of the Customer to Halo Connect;
- 3.2. Without prejudice to the generality of the foregoing, Halo Connect warrants, subject to clause 3.3 that:
  - 3.2.1. the Services will be provided under proper supervision, with reasonable skill and care, in a professional manner by suitably trained, skilled, experienced professionals;
  - 3.2.2. it shall use reasonable endeavours to perform the Services in accordance with such timescales as may be agreed between the parties from time to time;
- 3.3. The Customer acknowledges that the Services in general will not be error free, and agrees that the existence of such errors shall not constitute a breach of the Contract.
- 3.4. Halo Connect will provide the Services using such Representatives as it considers suitable to undertake the work. Nothing in this Contract will in any way restrict Halo Connect's right to use its Representatives to supply services similar to the Services to other customers of Halo Connect.
- 3.5. Subject to clause 3.3, the Customer Purchased Equipment will comply with all applicable legal and regulatory requirements and with applicable British Standards (or, if applicable, their equivalent requirements in the territory in which the Customer Purchased Equipment is supplied).
- 3.6. Halo Connect shall deliver the Customer Purchased Equipment to the Delivery Address and risk in such Equipment shall pass to the Customer on delivery.
- 3.7. Title to the Customer Purchased Equipment shall not pass to the Customer until:
  - 3.7.1. Halo Connect has received payment in full (in cash or cleared funds); or
  - 3.7.2. if subsidised in any way from the recommended retail price by Halo Connect, once the Minimum Spend has been satisfied
- 3.8. Halo Connect shall endeavour to transfer to the Customer the benefit of any manufacturer warranty or guarantee given to Halo Connect in respect of the Customer Purchased Equipment.
- 3.9. The date for delivery of the Customer Purchased Equipment shall be the date agreed between the parties. Time shall not be of the essence with respect to the delivery of the Customer Purchased Equipment.

## 4. CUSTOMER'S OBLIGATIONS

- 4.1. The Customer shall provide such co-operation, information (including authorisation to transfer the Line rental and CPS), facilities and access to the Site to Halo Connect and Halo Connect's Representatives may reasonably be requested and as are reasonably necessary for Halo Connect to perform its obligations under this Contract.
- 4.2. The Customer shall provide Halo Connect with all information in its possession or power concerning the Customer's operations and activities, including but not limited to software, manuals, data, drawings and any other documents or materials, which may reasonably be necessary to enable Halo Connect to perform the Services and will also ensure that its relevant Representatives are generally available to provide such assistance or information as Halo Connect may reasonably require in the course of providing the Services.

4.3. The Customer shall be responsible for any changes or modifications made to the Equipment by any person other than Halo Connect or a Halo Connect Representative, unless made with Halo Connect's written consent or approval. Halo Connect shall be entitled to charge the Customer at Halo Connect's standard rates for work caused by such changes or modifications to the Equipment.

4.4. The Customer shall comply with all licences, acceptable use policies (available on [www.Halo Connect.co.uk](http://www.Halo Connect.co.uk)), legislation, regulations and codes of practice to which it is subject in relation to the Equipment and receipt of the Services.

4.5. The Customer shall prevent its Representatives from using the Services in any of the following ways:

4.5.1. in breach of any reasonable instruction given by Halo Connect, or any body which has regulatory powers relating to the Services;

4.5.2. to send, receive, upload, download, use or reuse any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing or in a breach of any legally enforceable right of confidence, copyright, privacy or any other similar right;

4.5.3. to put Halo Connect in breach of the terms of any agreement Halo Connect has with any public telecommunications operator, the details of which have previously been notified in writing by Halo Connect to the Customer; or

4.5.4. in any way which could render Halo Connect subject to any criminal prosecution, enforcement action, civil claim or other action or liability.

4.6. The Customer shall comply with Halo Connect's reasonable instructions as to the use and care of the Equipment. The Customer will pay for any repair or replacement needed if the Equipment is damaged by any means.

4.7. The Customer shall take all reasonable steps to ensure that PIN Numbers and passwords are kept confidential and secure, are used properly and are not disclosed to unauthorised persons. The Customer shall indemnify Halo Connect and keep Halo Connect effectively indemnified against all and any losses, costs and expenses (including legal costs) that Halo Connect may suffer from fraudulent activity on the Service(s) or incurred as a consequence of any failure on the part of the Customer to comply with the terms of this clause.

4.8. If applicable the Customer shall provide Halo Connect with the necessary written authorisation to enable Halo Connect to arrange for the Services to be transferred to Halo Connect as soon as possible following the signature date of the Order form.

4.9. If required by Halo Connect either at the start of the Contract, or at any point thereafter, agree and sign Halo Connect's Directors Guarantee Provision.

4.10. The Customer shall ensure that they have correctly given any notice periods required to any previous service providers.

## 5. ADDITIONAL ITEMS

5.1. The Customer may at any time during the term of their Contract request additional goods or Services via a Supplementary Order Form.

## 6. THIRD PARTY RIGHTS

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

## 7. PAYMENT OF THE CHARGES

7.1. The Customer shall pay the Charges as set out on the Order form or as advised by Halo Connect from time to time.

7.2. Halo Connect will invoice the Customer for the Charges on the basis of and in accordance with this clause 7 and the Order form.

7.3. The Customer shall also pay all Value Added Tax, or any other applicable sales tax or like charge in a country where the Services are provided.

7.4. Subject to clause 7.5 below, the Customer shall pay the invoices submitted by Halo Connect in accordance with this Contract within 30 days of receipt by direct debit. If payment of any undisputed invoice is not made by the due date, Halo Connect shall be entitled to charge interest on such overdue invoice at 8% per annum over HSBC Plc's base lending rate from time to time, applicable pro-rata to the number of days elapsed between the due payment date and the actual payment date.

7.4.1. The customer agrees that by agreeing to these terms and conditions they accept that Halo Connect will set up an electronic Direct Debit via Go Cardless on their behalf at any point during the contract.

7.5. If the Customer disputes any invoice from Halo Connect relating to the Services, the parties shall work together in good faith to ensure that items

under query or in dispute by the Customer are dealt with promptly. The Customer shall only withhold payment of the specific items agreed with Halo Connect as being under query or under dispute. If the parties are unable to resolve the dispute as above, then the parties shall attempt to resolve the dispute in accordance with the provisions of Clause 13.

7.6. The Customer may not exercise any right of set off, abatement, counterclaim, retention, deduction or any other withholding against amounts invoiced to it by Halo Connect.

7.7. Subject to Clause 7.5 if the Customer fails to pay the invoice submitted by Halo Connect in accordance with 7.4 then Halo Connect shall at its sole discretion immediately suspend any Service(s) provided by Halo Connect to the Customer under this or any other Contract. Such suspension of Service(s) shall be without any compensation or penalty.

7.8. If a Customer's Service is suspended in accordance with Clause 7.7, or fails to be transferred from a previous service provider, the Customer may also be liable for reasonable re-connection charges upon resumption of the Service.

#### 8. LICENCE GRANT AND INTELLECTUAL PROPERTY INDEMNITY

8.1. Subject to clause 8.2, Halo Connect grants to the Customer a non-exclusive, non-transferable, royalty free licence to use the Halo Connect portal for the purposes described in this Contract for so long as this Contract remains in force.

8.2. The Customer will not without Halo Connect's prior written consent;

(a) distribute or sell copies of the Halo Connect portal or its documentation to third parties; or

(b) sub-licence or otherwise grant rights to third parties for the use of Halo Connect ; or

(c) copy nor (except as permitted by law) decompile or modify the software, or copy manuals or documentation licensed to it by or on behalf of Halo Connect. In the case of manuals or documentation such written consent will not be unreasonably withheld or delayed.

The licence granted under subclause 8.1 shall terminate when this Contract expires or is terminated.

8.3. Halo Connect shall indemnify the Customer to the extent that it suffers any damage, loss, liability, cost, fine or expense of any kind in relation to a claim or allegation from a third party that the Customer's use of the Services infringe a third party's Intellectual Property Rights. As a condition of this indemnity the Customer must:

8.3.1. notify Halo Connect forthwith in writing of any allegation of infringement;

8.3.2. make no admission in respect of or settlement of any claim without Halo Connect's prior written consent;

8.3.3. allow Halo Connect sole control of all negotiations and defence of proceedings;

8.3.4. provide Halo Connect all reasonable assistance in dealing with the allegation or claim (Halo Connect shall pay the Customer's reasonable expenses for such assistance); and

8.3.5. allow Halo Connect to modify or replace the Services or any part thereof, so as to avoid the infringement.

8.4. The indemnity in clause 8.3 above does not apply to infringements caused by the use of the Services in conjunction with other equipment, software or services not supplied by Halo Connect and not approved by Halo Connect for use in conjunction with the Services or to infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by Halo Connect).

8.5. The Customer agrees to indemnify Halo Connect against all claims, proceedings, costs and expenses of any nature arising from infringement (or alleged infringement) of any third party Intellectual Property Rights by reason of the Customer's use of the Services in conjunction with other equipment, software or services not supplied by Halo Connect and not approved by Halo Connect for use in conjunction with the Services and infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by Halo Connect). Halo Connect shall:

8.5.1. notify the Customer forthwith in writing of any allegation of infringement;

8.5.2. make no admission in respect of or settlement of any claim without Halo Connect's prior written consent;

8.5.3. allow the Customer to conduct all negotiations and defence of proceedings;

8.5.4. provide the Customer all reasonable assistance dealing with the allegation or claim (Customer shall pay Halo Connect's reasonable expenses for such assistance); and

8.5.4 allow the Customer to modify any equipment, software or services it uses in conjunction with the Services so as to ensure the equipment, software or services does not continue to infringe the third parties Intellectual Property Rights.

8.6. The limitations and exclusions of liability contained in clause 10 below do not apply to liability under this clause 8.

#### 9. CONFIDENTIALITY AND PUBLICITY

9.1. Each party will keep strictly confidential all Confidential Information belonging to the other and/or the other's Representatives which is received or obtained during the negotiation or performance of this Contract and, except with the prior written consent of the other (or of the relevant Representative of the other) or to the extent that disclosure is required by law, will not disclose such Confidential Information to any third party or copy or use it for any purpose other than for the proper performance of its obligations or the proper exercise of its rights under this Contract.

9.2. Neither party will acquire any right in or title to Confidential Information of the other or the other's Representatives nor any licence in respect of it except as expressly stated in this Contract. Each party will protect the Confidential Information of the other and of the other's Representatives as if it were its own Confidential Information and will not copy, summarise, modify or disclose it except to the minimum extent necessary to perform its obligations or exercise its rights under this Contract. Each party will ensure that all persons to whom it discloses Confidential Information of the other or the other's Representatives are bound by obligations of confidentiality and non-disclosure at least equivalent to those in this Contract.

9.3. The duties imposed on the parties by clauses 9.1 and 9.2 above do not extend to information or data which at the time of its disclosure or use by the receiving party:-

9.3.1. is generally available and known to the public other than by reason of the receiving party's breach of this clause 9;

9.3.2. the receiving party can demonstrate had previously come lawfully into the receiving party's possession from a third party under no restriction as to its use or disclosure; or

9.3.3. the receiving party can demonstrate that it developed independently without reliance on Confidential Information of the other or of the other's Representatives.

9.4. Each party agrees and acknowledges that damages alone may not be an adequate remedy for breach of this clause 9 and that each party and their Representatives may be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this clause 9.

9.5. Halo Connect may use the Customers Logo on sales and promotional material without notification to the Customer. However neither party will use the other's name nor issue any statement, press release, other advertising or other publicly disseminated material in connection with this Contract without the other's express prior written consent (not to be unreasonably withheld).

9.6. On termination of this Contract, each party shall;

a) return to the other party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the other party's Confidential Information;

b) erase all the other party's Confidential Information from its computer systems (to the extent possible); and

c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

9.7. The obligations in this clause 9 will remain in force following termination of this Contract for any reason.

## 10. LIABILITY

10.1. Neither party limits its liability for death or personal injury arising from its negligence (or its officers, agents or employees) or any other matter in respect of which liability cannot be limited by law and clause 10.3 below will not apply to such liability.

10.2. Nothing in this clause 10 will exclude, restrict or limit either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).

10.3. Subject to clauses 10.1 and 10.2, Halo Connect's entire liability under this Contract (other than under clause 8.3 above) or for any cause of action related to the Services shall be limited to 25% of the contract value in the preceding 12 months.

10.4. Except as regards to 10.1 Halo Connect shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for:

10.4.1. loss of profits;

10.4.2. business interruption; or

10.4.3. loss of anticipated savings; or

10.4.4. for any special, indirect or consequential loss or damages; or

10.4.5. for any loss, corruption or destruction of data; or

10.4.6. loss of business opportunity.

## 11. TERMINATION

11.1. Halo Connect may terminate this Contract by:

11.1.1. giving not less than 90 days written notice to the Customer to expire no earlier than the end of the Initial Term.

11.1.2. by notice to the Customer if any third party service which is essential to the provision of the Service(s) is terminated or ceases to be available to Halo Connect, at all or at an appropriate quality and no suitable replacement shall be available on commercially reasonable terms. Halo Connect shall give such advance notice to the Customer as it is reasonably able to.

11.2. The Customer may terminate this Contract by giving 30 days written notice to expire at the end of the Initial Term or at any time thereafter.

11.3. Either party may terminate the Contract:

11.3.1. The Service is sold as a business Service for use during your business. However, in the unlikely event that you may be purchasing the Service as a consumer you have a statutory right to cancel within 14 days of your order.

11.3.2. immediately by written notice if the other has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, ceases to trade, passes a resolution for or is the subject of a winding up order (except for the purpose of a solvent amalgamation or reconstruction), makes any composition or arrangement with creditors or is unable to pay debt as and when they fall due;

11.4. Following termination of this Contract for any reason Halo Connect shall:

11.4.1. if so requested by the Customer immediately destroy all documents and materials of whatever kind belonging to the Customer and in Halo Connect's possession or power which belong to the Customer or which have been created for Halo Connect's performance of the Services.

11.5. Provisions which expressly or by implication are intended to come into force upon or survive termination of this Contract will come into force upon or survive termination of this Contract for any reason.

7. If this Contract is terminated and the Customer wishes to transfer to another provider of landline services, Halo Connect will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service providing all Termination Fees have been paid and no outstanding monies are owed to Halo Connect by the Customer. Termination fees are calculated by monthly line rental x remaining months on contract.

8. Upon Termination for any reason any Termination Fees or Minimum Spend which has not been reached will become immediately payable.

8.1. The customer accepts that any termination fees payable are exempt from Value added tax and thus not chargeable.

8.2. The customer accepts that any termination fees agreed must be claimed within the first 60 days of the commencement of the initial term. If any numbers are to be ported in relation to the termination cost, the invoice must be submitted within 60 days of the relevant numbers porting. The customer accepts that it is their responsibility to invoice Halo Connect within this timeframe.

8.3. The customer accepts responsibility to provide the original invoice provided to them by their existing provider along with an invoice from the customer. If an existing provider is not available, it is the customer's responsibility to inform Halo Connect within 60 days of the numbers porting. No termination fees will be processed without the documentation set out in this contract. It is the customer's responsibility to ensure the documentation is correct in accordance with this contract.

8.4. The customer accepts that they must follow our number porting process. It is imperative that the customer does not cancel any services or lines from their existing provider until the number(s) have been successfully transferred. Halo Connect will not accept any responsibility for loss of services where the porting process is not followed.

## 12. FORCE MAJEURE

12.1. Neither party will be liable except as specified in this clause for any failure to perform, delay in performing or imperfect performance of any obligation under this Contract to the extent that such failure, delay or imperfect performance is caused by a Force Majeure Event.

12.2. If either party is affected by a Force Majeure Event it shall promptly notify the other party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.

12.3. If a Force Majeure Event prevents Halo Connect from providing the Services in accordance with this Contract for 12 consecutive weeks or more, either party may terminate this Contract immediately by written notice.

## 13. ESCALATION AND DISPUTE RESOLUTION

13.1. If any dispute arises between the parties, the parties shall use their reasonable endeavours to settle such dispute in accordance with the following procedures:



- 13.1.1.any dispute which has not been settled by the Customer's Representative and the Halo Connect Representative within 10 working days of the matter being raised, may be escalated by either party;
- 13.1.2.if the dispute is not resolved under 13.1.1 then both parties shall indicate a Director of their respective businesses within 10 working days and use their best endeavours to resolve the dispute within 30 working days of the original dispute being raised;
- 13.1.3.If the parties fail to reach agreement under 13.1.1 or 13.1.2 the dispute resolution procedure under this clause 13 shall be deemed exhausted.
- 13.2.Neither of the parties shall commence or pursue legal proceedings against the other until the dispute resolution procedure under this clause 13 is deemed exhausted save that nothing in this clause 13.2 shall prevent either party applying for injunctive relief.

#### 14. ASSIGNMENT, SUB CONTRACTING AND DELEGATION

- 14.1.Halo Connect may assign the whole or any part of this Contract or any of its rights or obligations under it.
- 14.2.The Customer may not assign the whole or any part of this Contract or any of its rights or obligations under it except with Halo Connect's express prior written consent (such consent not to be unreasonably withheld or delayed);

#### 15. INSURANCE

- 15.1.The Customer warrants that it will insure any Customer Purchased Equipment (to its full replacement value) delivered to it until title has passed to the Customer pursuant to Clause 3.7

#### 16. SPECIAL CONDITIONS

The Customer agrees to the following special conditions

- 16.1.If any Services come with a Service Level Commitment these are only targets and failure to attain these levels will not be consider it be a breach of this Contract

#### 17. NOTICES

- 17.1.Any notice to be served on either party by the other under this Contract will be in writing and delivered by hand or recorded delivery to the addressees set out in the Order Form.
- 17.2.Notices delivered by hand during normal business hours will be served on the day they are delivered. Notices sent by first class post will be deemed served on the second business day after the date they are posted.

#### 18. ENTIRE AGREEMENT

- 18.1.This Contract constitutes the entire agreement between the parties and supersedes any previous negotiation, written, oral or electronic communication, arrangement or agreement between them or any other statement or representation made by either of them in relation to the subject-matter of this Contract including any proposal document (except that neither party hereby seeks to exclude liability for fraudulent misrepresentation and except to the extent that either party has any outstanding liability to the other under a previous arrangement or agreement).
- 18.2.The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Halo Connect which is not set out in this Contract.
- 18.3.From time to time Halo Connect may update its Terms and Conditions or Contract without being required to give prior notice to the Customer;
- 18.3.1.if the Customer, acting reasonably, believes these changes materially affect the commercial viability of the Service(s) then they will give notice of this within 30 days of receiving the notification from Halo Connect and both parties agree to resolve this dispute in line with clause13.
- 18.3.2.if no objection is received then the Halo Connect updates are deemed to have been accepted.
- 18.3.3.any other variation of this Contract or the Terms and Conditions must be in writing and signed by or on behalf of each party.
- 18.4.If any provision of this Contract is held by the parties or by any court or competent authority to be illegal, invalid or unenforceable in whole or in part, that provision will be deemed to be deleted and not to form part of this Contract and the enforceability of the remainder of this Contract will not be affected thereby. If any provision of this Contract is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.
- 18.5.This Contract and any variation to this Contract may be executed in one or more counterparts, which, taken together, will constitute a single Contract. If both parties execute two copies of this Contract, each executed copy will count as an original.
- 18.6.Certain telecommunication systems and services are subject to regulation by the Office of Communications ("OfCom"). OfCom may from time to time change the regulatory framework within which the Services and Charges are provided and the Customer accepts that

Halo Connect may need to change the Services and Charges to comply with such regulatory framework. The parties accept that such changes shall be deemed to comply with the terms of clause 18.3.

#### 19. WAIVER AND CUMULATIVE NATURE OF REMEDIES

19.1. The failure or delay of either party in any one or more instances to insist on strict performance of one or more of the terms of this Contract or to exercise any right or remedy under this Contract or at law will not be construed as a waiver of that or of any subsequent breach of the same term, any breach of any other term nor of the right to enforce another such right or remedy or the same right or remedy arising on another occasion.

19.2. Unless there is express provision to the contrary in this Contract, no remedy conferred by any term of this Contract is intended to be exclusive of any other remedy available under this Contract or at law. Each and every remedy is cumulative and is in addition to each and every other remedy available under this Contract or existing at law (whether in equity, by statute, at common law or otherwise).

#### 20. LAW AND JURISDICTION

This Contract and all matters arising from it are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England.

Datatel Solutions T/A Halo Connect

Terms & Conditions for the Provision of Equipment and/or Services

Version: 1.1

#### 1. DEFINITIONS

1.1. In these Conditions the following terms shall have the following meanings:-

"Additional Charges" means Charges which may be made (in addition to the Annual Support Charge) for additional services supplied pursuant to condition 6.3.3;

"Annual Support Charge" means the support charge for the Maintenance Services as set out on the Order Form save where, and to the extent that, any Promotional Terms apply;

"Anti-Bribery Laws" means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including the Bribery Act;

"Bribery Act" means the Bribery Act 2010;

"Broadband Acceptable Use Policy" means the Company's acceptable use policy, the current version of which is available at [www.HaloConnect.co.uk](http://www.HaloConnect.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time);

"Business Day" means any and all days between Monday and Friday in any week but excluding English bank holidays or public holidays;

"Call Commissions" means such sums payable by the Company to the Customer in accordance with condition 8.2.6;

"Carrier" means the relevant third party public telecommunications operator or third party network service provider;

"Charges" means the charges payable by the Customer for Services;

"Code" means any code of practice for premium rate services published by PhonepayPlus (or equivalent) from time to time;

"Commencement Date" means the commencement date for the Minimum Term of the Maintenance Services (where applicable) being the date of Delivery of the relevant Equipment or such other date as specified on the Order Form or as otherwise agreed in writing between the parties;

"Company" means Datatel Solutions T/A Halo Connect of Unit 1, The Pavilions, Preston, PR2 2YB . Registered in England & Wales, Company number:10462077 and the expression "Company" includes the Company's assigns;

"Connection Date" means the date when the Carrier having received the relevant information from the Company is in a position to and has agreed to commence provision of the Fixed Network Services to the Customer;

"Contract" means the agreement between the Customer and the Company for the provision of the Equipment and/or Services (or any of them) incorporating these Conditions, the Order Form and any other Service Specific Conditions and/or Promotional Terms incorporated into the Contract in accordance with condition 2.1;

"Contractor" means any person who, on or prior to the commencement of the Contract (and/or the transfer of such services to the Company), supplied services to the Customer which were the same as or similar to those provided or to be provided by the Company to the Customer under that Contract;

"Customer" means the person, firm or company specified on the Order Form and any other person appearing to act within that person's, firm's, or company's authority and includes where relevant the Customer's permitted assigns;

"Delivery" means the point that the Equipment arrives at the Customer's Sites before (where applicable) the unloading of Equipment from the delivery vehicle and 'Delivered' shall be construed accordingly;

"Emergency Call" means a Call to 999 or 112 and any other number associated with UK emergency services;

"Employee" means any employee, former employee, consultant, former consultant, contractor, former contractor, agent or former agent of the Customer or any Contractor or Subcontractor;

"Employment Regulations" means any laws in any country in the world implementing the provisions of EC Directives No. 77/187 dated 14 February 1977, 2001/23 dated 12 March 2001 or equivalent or similar regulations that protect the rights of employees on a transfer of a business or undertaking or any laws providing for the automatic transfer of employees on transfer of the whole or part of an undertaking, business or service provision change, including in the United Kingdom the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

"End User Service" means such entertainment, live or recorded information or other service (including, but not limited to, Premium Rate Services) made available by the Customer from time to time for itself or any Information Provider;

"Equipment" means the equipment and/or software related products to be supplied under the Contract as set out on the Order Form (and also has extended meanings under condition 5.4.2 and condition 6 in the case of and for the purposes of those conditions only);

"Fixed Network Services" means the network services more particularly detailed on the Order Form (as modified or substituted by the Company

from time to time) to be provided hereunder by the Company to the Customer;

"General Conditions" means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time;

"Group" means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time;

"Information" means information or other content which is made available to callers and which represents the subject matter of a Premium Rate Service in whole or in part;

"Information Provider" means any organisation or person providing Information or with whom the Customer contracts in respect of the provision of Premium Rate Services;

"Installation" means the physical installation of Equipment at the Customer's Sites;

"Installation Services" means services relating to the supply and Installation of Equipment (where applicable);

"Maintenance Services" means the maintenance services more particularly detailed on the Order Form (as modified or substituted from time to time) to be provided hereunder by the Company to the Customer;

"Minimum Term" means the minimum contract period applying to each of the Services commencing on the Commencement Date for Maintenance Services or the Connection Date with regard to Fixed Network Services (as the case may be) and expiring on the day at the end of the minimum period set out on the Order Form;

"Monthly Minimum Call Spend" means the minimum monthly sum of money as set out on the Order Form that will be spent by the Customer on call charges commencing on the Connection Date;

"Non-Geographic Service" means any service comprising a non-geographic Number and/or Company Number and inbound calls to the relevant number;

"Normal Working Hours" means 9.00am to 5.00pm on any Business Day;

"Number" means either (i) such telephone number from within a national number group range (used by the Customer in connection with an End User Service) as may be allocated by the Company to the Customer from time to time ("Company Number") or (ii) such telephone number not being a Company Number from within a national number group range (used by the Customer in connection with an End User Service) and as may be programmed by the Company for the purposes of making available a Fixed Network Service in respect of such telephone number;

"OFCOM" means the Office of Communications and/or any successor body;

"Order Form" means the order form to which these Conditions are attached or which is expressed to be subject to these Conditions which sets out the details of the order, including (without limitation) the Customer's details and the Equipment and/or Services to be supplied under the Contract, and constitutes the Customer's order;

"Parent Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006;

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"PhoneyPayPlus" means the regulatory agency for Premium Rate Services or any similar body which may be appointed in addition to or in substitution of PhoneyPayPlus by any competent authority;

"Premium Rate Service" means any service comprising live or recorded telephone information and/or entertainment and/or similar services which are charged at a premium and which are defined as such in the Code;

"Price" means the price payable by the Customer for the Equipment and Installation Services (where applicable);

"Promotional Terms" means any additional terms which are to apply in relation to the charges payable by the Customer under the Contract (for any particular goods or services to be provided thereunder) and which may be specified on the Order Form and/or notified by the Company in writing to the Customer in relation to the relevant goods and/or services, at the time the relevant Order Form was submitted;

"Relevant Laws" means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being;

"Services" means any of the services supplied by the Company including, without limitation, the Installation Services, the Fixed Network Services and the Maintenance Services (as applicable);

"Service Specific Conditions" means any additional terms and conditions which are to apply to the Contract as specified on the Order Form or these Conditions in respect of specific Services, for example (and without limitation) the Broadband Acceptable Use Policy;

"Site" means a place of business at which the Services and/or Equipment are to be provided as specified on the Order Form;

"Small Business Customer" means a Customer who has been identified on the Order Form as being a Customer who: (i) is not a communications provider; and (ii) has 10 or less workers (whether as employees or volunteers or otherwise);

"Special Entry" means any additional entry to the appropriate phone book requested by the Customer in addition to the regular information published about the Customer in any phone book issued by or on behalf of British Telecommunications plc;

"Subcontractor" means any subcontractor of a Contractor;

"Subsidiary Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006;

"Tariff" means the Company's tariff for each of the Services which is set out at [www.Halo.Connect.co.uk](http://www.Halo.Connect.co.uk) or at such other URL as is notified to the Customer by the Company from time to time; and

"User Instructions" has the meaning given to it in condition 6.5.2.

## 2. CONTRACT FORMATION

2.1. The Order Form constitutes the Customer's offer to the Company to purchase the relevant Equipment and/or Services on and subject to the terms of the Order Form, these Conditions, any other Service Specific Conditions and/or Promotional Terms referred to as being applicable. Once such offer is accepted by an authorised representative of the Company signing the Order Form, a Contract shall come into effect. The details recorded on the Order Form, together with these Conditions and any other Service Specific Conditions and/or Promotional Terms referred to as being applicable to the relevant Contract, shall be the exclusive terms and conditions of the Contract between the parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon the credit status of the Customer being to the satisfaction of the Company (in its sole and absolute discretion) and, in respect of a Contract which provides for the supply of:

2.1.1. Equipment and/or Installation Services, (without limitation) the condition in condition 4.1.1 being met; and/or 2.1.2 Fixed Network Services, (without limitation) the conditions in condition 5.2.1 being met; and/or 2.1.3 Maintenance Services, (without limitation) the condition in condition 6.1.1 being met.

2.2. All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon these Conditions which cannot be varied unless agreed in writing by the Company and these Conditions supersede and override all other terms and conditions appearing elsewhere including (without limitation) any terms and conditions of the Customer referred to on any website or which the Customer may purport to apply under any purchase order or acknowledgement of delivery or similar document; and/or established between the Company and the Customer by course of dealing.

2.3. In the event of a conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions will prevail in respect of the relevant Service. In the event of a conflict between these Conditions, any Service Specific Conditions and the Order Form, the Order Form will prevail in respect of the relevant Service. In the event of any conflict between these Conditions and the Order Form in relation to any Equipment, the Order Form shall prevail. In the event of any conflict between (in relation only to the relevant Equipment

and/or Services, the pricing of which is the subject of any applicable Promotional Terms) the Promotional Terms and any of either these Conditions, the Order Form and/or the Service Specific Conditions, the Promotional Terms shall prevail (but only in so far as they relate to the amount which is payable by the Customer in respect of the relevant Equipment and/or Services (and, for the avoidance of any doubt, the fact that the Promotional Terms are silent on a particular matter whereas any of these Conditions, the Order Form and/or the Service Specific Conditions make provision for the same, shall not be deemed to give rise to a conflict).

2.4. Any illustrations, samples or descriptive material provided by the Company, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as approximate only unless specifically stated otherwise. Any savings quoted are estimates and illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company and must not be copied or loaned or transferred by the Customer. The Customer acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.

2.5. No variation of the terms of the Contract however notified (save with regard to the manuscript details on the Order Form including, where initialled by both parties, manuscript amendments to the type face, as such details may be inputted by authorised staff of the Company) will be accepted by the Company unless authorised by notice in writing by a Director of the Company.

2.6. Each order for Equipment and/or Services (except in the case of Installation Services which will form part of the contract for the supply of Equipment) shall (for the purposes of this condition 2.6) be deemed (subject to condition 2.1) a separate Contract (whether or not included on the same Order Form) to the effect that any delay or failure to supply Equipment and/or Services shall not entitle the Customer (to the extent that any such entitlement exists) to terminate the Contract for other Equipment and/or Services or any other contract entered into under these Conditions.

2.7. Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall procure that any user of the Services and/or Equipment including (without limitation) any of the Customer's employees, agents or contractor, shall not do such act or thing.

2.8. The Customer warrants and undertakes to the Company that it is entering into the Contract for the purposes of its trade, business and/or profession.

### 3. CUSTOMER'S ORDER AND SPECIFICATIONS

3.1. The Customer shall be responsible for providing the Company with all information relevant to the supply of the Equipment and the provision of Services (as the case may be) within sufficient time to enable the Company to duly perform the Contract.

3.2. Without limitation to the generality of condition 3.1, the Customer shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any Equipment or the supply of any Services (as the case may be) by the Company are accurate and fully describe the Customer's requirements and the Customer shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto, or where the compliance with any such any drawings, sketches, specifications, descriptions or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.

### 4. SUPPLY OF EQUIPMENT AND INSTALLATION SERVICES

In the event that the section related to Equipment is completed on the relevant Order Form, this condition 4 shall apply to the Contract.

#### 4.1. DELIVERY

4.1.1. Any Contract including the provision of Equipment and/or Installation Services based on an order which is accepted by the Company pursuant to condition 2.1 is, until the delivery of the applicable Equipment, conditional upon the availability of the relevant Equipment and the Company providing confirmation by email to the Customer that the terms stated on the Order Form of the applicable Contract for Equipment and/or Installation Services do not contain any errors or omissions. In consideration of payment of the Price pursuant to condition 9.1 the Company shall (subject to condition 4.3.2) supply the Equipment, and shall take reasonable steps to deliver the Equipment and where applicable supply the Installation Services using reasonable skill and care within an estimated period for delivery, such period shall (unless otherwise specified) commence from the date of receipt by the Company of all instructions and information for the execution of the Contract, but such time is not guaranteed nor deemed to be of the essence of the Contract.

4.1.2. Without prejudice to the generality of condition 3, the Customer shall be responsible for providing the Company with any necessary instructions for delivery of the Equipment within a reasonable period prior to the estimated delivery date advised by the Company to the Customer.

4.1.3. If the Customer fails to take delivery of the Equipment or if by reason of instructions or lack of instructions from the Customer the delivery of any Equipment in accordance with the Contract is delayed for more than twenty-eight days after the Company has given notice in writing to the Customer that the Equipment is ready for delivery the Equipment shall be deemed to have been Delivered in accordance with the Contract and thereafter the Equipment shall be deemed to be at the risk of the Customer. The Customer shall pay to the Company the reasonable costs of storing, protecting and preserving such Equipment after the expiry of such period of twenty-eight days.

4.1.4.If the Contract provides for Delivery by instalments, any delay in the Delivery of any instalment shall not entitle the Customer to treat the Contract as at an end or to reject any other instalment.

4.1.5.If because of refusal or delay of delivery or installation the Equipment shall be deemed to have been Delivered in accordance with condition 4.1.3 then payment shall be made by the Customer to the Company of the balance of the Price within seven days of such deemed delivery date.

#### 4.2.CONNECTION

4.2.1.The responsibility for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system lies with the Customer unless outlined in the contract,

4.2.2.The Customer shall ensure that a suitable earthed mains electricity supply of 240volts ac conforming to the Institution of Engineering and Technology's IEE Wiring Regulations in force at the date of Delivery is available for each piece of Equipment within 3 metres of such pieces of Equipment.

4.2.3.The Customer shall prepare the Site(s) (at its own cost) in accordance with the Company's instructions so that any necessary Equipment can be installed.

4.2.4.Halo Connect shall provide a maximum of four hours complimentary training per five hosted licences installed, at a time agreed by both parties. Any additional training will be charged at £50.00 per hour, with a minimum booking duration of three hours.

4.2.5.Halo Connect will not be held responsible for Voice Quality if the customer's uses own internet connection. If the customer decides to move hosted telephony onto a connection not provided by HALO without prior agreement an additional £5.00 per month service charge will be added to each line.

#### 4.3.PROPERTY AND RISK

4.3.1.The Equipment shall be at the Customer's risk from the moment of Delivery or deemed Delivery (as described in condition 4.1.3) whether or not property in the Equipment has passed or payment or part payment made therefore, and from that moment of Delivery or deemed Delivery (as described in condition 4.1.3) the Customer shall be responsible for insuring the Equipment.

4.3.2.Notwithstanding Delivery and the passing of risk, the property and the legal and beneficial title in the Equipment supplied under the Contract shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of all sums due for the Equipment and Installation Services (where applicable) and all other equipment and/or services agreed to be sold by the Company to the Customer for which payment is then due.

4.3.3.Until such time as the property in the Equipment has passed to the Customer, the Customer shall hold such Equipment as the Company's fiduciary agent and bailee, and keep such Equipment properly stored, protected and insured and identified as being the Company's property until title passes.

4.3.4.Until such time as the property in the Equipment passes to the Customer the Company shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Equipment to the Company at its nominated location and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and remove and repossess such Equipment.

4.3.5.The Customer shall not, without the written consent of the Company, be entitled to pledge or in any way charge by way of security for any indebtedness, or alter or modify, any Equipment which remains the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any right or remedy of the Company) forthwith become due and payable. The Customer shall ensure that any Equipment provided by the Company which remains the property of the Company shall remain identifiable and shall be kept free from any loss, damage, and/or deterioration and insured against all risks for its full reinstatement value.

#### 4.4.LIABILITY FOR REPLACEMENT OR REPAIR

4.4.1.Subject to the following sub-conditions of this condition 4.4, the Company shall, for a period of twelve months from the date of Delivery or Installation (where applicable) whichever is the later event, at its option and without cost to the Customer either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of the Company to be the result of faulty design, materials or manufacture or Installation (only where the Company has supplied Installation Services in respect of the defective Equipment under the Contract) provided that the Company shall have no liability for any such defects unless the Customer notifies the Company, within three Business Days from Delivery or Installation (where applicable) whichever is the later event, of any defect arising prior to and/or on Delivery or Installation (as the case may be) and (subject to condition 4.4.2) within twenty four hours of any latent defect arising within such twelve month period.

4.4.2.Where the Customer enters into an agreement for maintenance of the Equipment with a third party, the Company's liability for repair, replacement, and renewal under the Contract shall be transferred to the relevant third party maintenance provider on Delivery, subject only to the Company's relevant liability in respect of defects arising on or before Delivery of the Equipment provided that the Customer notifies the Company within three Business Days of Delivery in accordance with condition 4.4.1.

- 4.4.3. Where the Company is to supply Maintenance Services in respect of the relevant Equipment under the Contract, condition 6 shall apply and in the event of any conflict between this condition 4.4 and condition 6, the provisions in condition 6 shall prevail.
- 4.4.4. The liability of the Company shall apply only to defects that appear under proper use and under conditions of operation not more onerous than those declared to the Company by the Customer prior to entering into the Contract, and in particular shall not apply to defects which arise from the neglect, misuse, or faulty maintenance of the Customer or any of its other contractors, or from alterations carried out without the prior written consent of the Company or from repairs carried out improperly by the Customer or its servants or agents or arising from normal wear and tear.
- 4.4.5. Any repaired or new parts provided by the Company under this condition 4 will be delivered by the Company to the Customer free of charge. Any Equipment (or part) which has been returned to the Company and replaced by the Company shall become the property of the Company.
- 4.4.6. The Company reserves the right to charge on a quantum meruit basis for the costs of repairs and/or call-outs where the damage has resulted from misuse or unauthorised repair or alteration of the Equipment by the Customer or any third party, or from normal wear and tear.
- 4.4.7. Neither acknowledgement of receipt nor investigation by the Company of any claim hereunder or consent given hereunder shall constitute or imply admission by the Company of any liability in respect of such claim.
- 4.4.8. Save where the Customer has purchased Maintenance Services in respect of the relevant Equipment (in which case condition 6 shall apply) the Customer acknowledges and agrees that, subject to condition 11.5, the rights and remedies provided to the Customer (in connection with any defect in the Equipment resulting from faulty design, materials or manufacture or Installation) under this condition
4. shall be the Customer's sole and exclusive remedies in respect of any defect in the Equipment resulting from faulty design, materials or manufacture or installation.

#### 5. TRADE MARKS AND BRANDING

- 5.1. The Company shall be entitled to fix legends bearing the Company's and/or its third party supplier's name and/or trademarks or other marks ("Marks") to any Equipment.
- 5.2. The Customer shall ensure that no Marks affixed to the Equipment are removed or defaced at anytime.

#### 5. FIXED NETWORK SERVICES

In the event that the section(s) relating to Fixed Network Services is completed on the relevant Order Form, this condition 5 shall apply to the Contract.

5.1. DURATION. Subject to earlier termination under condition 13 or as otherwise stated in this condition 5:

- 5.1.1. The Fixed Network Services will commence on the Connection Date and continue for the Minimum Term as set out on the Order Form.
- 5.1.2. At the end of the agreed contract term the customer accepts that they will automatically transfer to the standard out of contract tariff. Which is as follows:

£25.00 per month for each hosted/VoIP user

£23.98 per month per line for each ADSL Connection

£19.99 per month per line for each PSTN connection

£43.

5.1.4 Where the Customer is a Small Business Customer, the Customer may terminate the Contract by giving ninety days' notice in writing to the Company, such notice to become effective no earlier than the expiry of the Minimum Term.

#### 5.2. SUPPLY OF FIXED NETWORK SERVICES

5.2.1. Any Contract for Fixed Network Services based on an order which is accepted by the Company pursuant to condition 2.1 is (prior to the Connection Date) conditional on the following: (a) the Company carrying out a survey which reveals to the Company's satisfaction that it is possible for the Company to supply the Fixed Network Services and that any details or information used by the Company to determine the Charges applicable or any other terms of the Contract, whether supplied by the Customer or otherwise, are accurate and not misleading. The Charges may change depending on the results of such survey (including, without limit, where there are excess construction charges associated with a Site);

(b) that the relevant Fixed Network Services can be provided, and the Company makes no warranty that the Fixed Network Services can be provided until lines have been installed and are operational; and (c) the provision by the Company of confirmation by email to the Customer that the terms stated on the Order Form of the applicable Contract for Fixed Network Services do not contain any errors or omissions.

5.2.2. The Company undertakes to use reasonable endeavours to supply the Fixed Network Services to the Customer and to provide the Fixed Network Services with reasonable skill and care as and from the Connection Date subject to these Conditions. The Customer acknowledges that the Fixed Network Services cannot be guaranteed to be fault free and the Company does not warrant error free or uninterrupted use of the Fixed Network Services. Notwithstanding any other provision of these Conditions, the Company shall not be liable to the Customer in contract, tort (including, but not limited to, negligence), or otherwise for any acts or omissions of Carriers which affect or otherwise impact the Fixed Network Services.

5.2.3. Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Fixed Network Services the Company will use reasonable endeavours to rectify the fault as soon as practicable.

5.2.4. Except where stated on an Order Form, the broadband element (if any) of any Fixed Network Services does not include the provision of any

modems or other equipment that the Company may supply to the Customer under a separate contract.

5.2.5. The Customer acknowledges that the speed of any broadband element (if any) of the Fixed Network Services depends on a number of factors including, but not limited to, distance from the exchange, local availability and line test. The Company gives no warranty or guarantee that the Customer's line(s) will produce top speeds of up to the maximum speed advertised, (as the final speed is governed by factors that are beyond the Company's reasonable control).

5.2.6. The Customer warrants, represents and undertakes that it is the owner of, or that it is authorised by the owner of, (and has the right to use) any trade mark or name that the Customer wishes to use as or in its registered domain name (or any of them) ("Domain Names") and/or as part of the Customer's uniform resource locator ("URL").

5.2.7. If the Company undertakes Domain Names and/or URL registration on behalf of the Customer, the Customer will reimburse the Company for any registration fees paid by the Company to the relevant internet registration authorities. The Company does not guarantee that any Domain Names or URL requested by the Customer will be available.

5.2.8. The Company may require the Customer to select replacement Domain Names or URL and may either refuse to provide or may suspend the Services if the Company reasonably believes that the Domain Names or URL is, or is likely to be, offensive, abusive, defamatory or obscene or infringe the rights of a third party.

5.2.9. All sim cards provided are subject to an inclusive data allowance as per agreement (either written or verbal). Any overcharge will be calculated at 2.4p for every MB exceeded. The customer accepts that it's their responsibility for the management and usage of data.

5.2.10. Any sim cards are subject to a 30-day rolling contract. Any requests must be made in writing to [service@halo-connect.com](mailto:service@halo-connect.com)

### 5.3. SUPPLY OF TELEPHONE NUMBERS

5.3.1. The Customer hereby acknowledges and accepts that OFCOM has the power to withdraw an allocation of telephone numbers and the Carrier may withdraw an allocation of telephone numbers to the Company and that therefore any new telephone numbers provided to the Customer under the Contract, prior to their connection, cannot be guaranteed as available and therefore the Company shall not be liable for any costs incurred by the Customer in the use of any such telephone number (including, without limitation, in the advertising of such telephone number) which is withdrawn by the OFCOM and/ or the relevant Carrier prior to connection (save where and to the extent that such withdrawal is the fault of the Company).

5.3.2. Without prejudice to any rights the Customer may have to port a number allocated to it, the Customer acknowledges it does not own or have any right to sell any number provided to it by the Company. Where the Customer has a number from a national numbering plan, the charges for porting such number shall be as set out in the Tariff.

## 4. USE OF THE FIXED NETWORK SERVICES

4.1. The Customer shall be responsible for the safe custody and safe use by it of the Fixed Network Services and without prejudice to the generality of the foregoing the Customer agrees and undertakes:

(a) to use the Fixed Network Services in accordance with such additional Conditions as may be notified to it in accordance with condition 17 from time to time;

(b) not to cause any attachments, other than those that meet the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as from time to time amended) and any other requirements under the General Conditions and all other Relevant Laws, to be connected to the Fixed Network Services and the Company shall not be under any obligation to connect or keep connected any Customer apparatus if it does not so conform or if in the reasonable opinion of the Company it is liable to cause death, personal injury or damage or to impair the quality of the Fixed Network Service;

(c) not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission, cause the Company to contravene, any Relevant Laws or General Conditions;



- (d) not to use the Fixed Network Service as a means of communication for a purpose other than that for which the Fixed Network Service is provided and as may be set out in any relevant literature supplied by the Company from time to time;
- (e) not to use the Fixed Network Service to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in the Company's opinion brings the Company's name into disrepute or which in any way causes damage to or disruption to the Fixed Network Services;
- (f) not to use diallers or any system or apparatus that would unnaturally inflate the level of outbound traffic beyond that considered by Halo Connect to be normal usage. The Customer accepts that if in Halo Connect's sole opinion the Customer's use of the system is affecting the performance of the network, other users, or the commercial viability of Halo Connect's unlimited model, we reserve the right to limit or suspend a user's access to the system;
- (g) to maintain its telecommunications apparatus at all times during the period of the Contract in good working order and in conformity with any relevant regulatory standards or approvals and Relevant Laws for the item as from time to time applicable;
- (h) to provide the Company with all such information as it reasonably requests relating to the Customer's telecommunications apparatus;
- (i) to implement adequate control and security over the use of the Fixed Network Services provided to the Customer including but not limited to the prevention of viruses, worms, Trojan horses and/ or any calls generated by rogue diallers or hackers;
- (j) not to use the Fixed Network Services in a way that breaches any Relevant Laws (including without limitation the Code or any guidelines, regulations or instructions of PhonepayPlus) or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and
- (k) not to send or procure the sending of any unsolicited advertising or promotional material.

- 4.2. Any equipment installed or provided by or on behalf of the Company for the purposes of providing the Fixed Network Service (excluding for the avoidance of doubt any Equipment purchased under a Contract by the Customer for which condition 4 applies) shall at all times remain the property of the Company and shall be returned to the Company forthwith upon request. Condition 4.3 shall apply to such equipment and for the purposes of this condition 5.4.2 only such equipment shall be deemed Equipment under those conditions. The Customer shall be liable to the Company for all losses, costs and expenses incurred by the Company for the recovery, replacement or repair of such equipment (save to the extent that the same is caused by the fault of the Company).
- 4.3. Unless stated otherwise on the Order Form, if the Customer takes a line rental from the Company, the Customer is also committed to using the Company for calls over that line. Should the Customer (during the applicable Minimum Term) use an alternative carrier for calls once the Contract for the provision of the telephone line has commenced, or prevent the Company from carrying calls in any monthly period so that the call charges are significantly reduced in comparison to the Customer's previous average invoicing profile, the Customer agrees that the Company may charge the Customer the differential between the average monthly spend on calls prior to such commencement or prevention and the subsequent monthly spend on calls (if any).
- 4.4. The Fixed Network Services are provided solely for the Customer's use and the Customer's cannot resell or attempt to resell the Fixed Network Services (or any part of them) to any third party. In addition, if the Customer has a mail server, the Customer must not allow relay emails from outside its domain from the Customer's mail server.
- 4.5. The Company does not warrant or guarantee the accuracy or completeness of any of the information, sound, video, software and/or any other materials (in whatever form) which may be accessible by the Customer from any other person once it has the Fixed Network Services (the "Content") or any further information or results which may be derived from it. The Customer acknowledges that, the Content is outside the control of the Company and the Customer will not rely on any Content in making any business or other decision and that the Customer uses of the Content is at its sole risk.
- 4.6. The Customer acknowledges that the Content may be protected by copyright, trademark and other intellectual property rights, as applicable. The Customer will not and will not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content, and the Content may only be used for the Customer's own purposes.
- 4.7. The Customer is entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. The Company will not be a party to or in any way be held responsible to the Customer for any transaction between the Customer and third parties.
- 4.8. The Customer warrants, represents and undertakes that any information the Customer makes available on their website, both the Customer's ("Customer Information") or that of a third party ("Third Party Content") is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.
- 4.9. The Customer also warrants, represents and undertakes that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities and relevant licences which relate to the provision of the information on the Customer's website including those notified by the Company to the Customer.

- 4.10. Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Fixed Network Services, and the Customer consents to the Company co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Fixed Network Services and agrees, without prejudice to the generality of the foregoing, that the Company will be entitled to divulge the name and address and account information relating to the Customer to such third parties.
- 4.11. The Customer acknowledges that the broadband element (if any) of the Fixed Network Services is provided to other users and the Company owes a duty to these users as a whole to preserve its network integrity and avoid network degradation. If, in the Company's reasonable opinion, the Company believes that the Customer's use of the Services has or may adversely affect such network integrity or may cause network degradation the Company may change the Customer's chosen access rate or manage the Customer's Services as the Company sees fit in the circumstances.
- 4.12. To prevent spam from entering and affecting the operation of the Company's systems and the Fixed Network Services, the Company may take any reasonable measures or actions necessary to block access to, or delivery of, any e-mail which appears to be of an unsolicited nature and / or part of a bulk e-mail transmission. The Company may also use virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. The Company gives no warranties whatsoever that such technology will be effective in any way, including (without limitation) against unsolicited emails or against any viruses, worms, Trojan horses or other programs or devices that are apparently intended to access and modify, delete or damage data file(s) or computer program(s).
- 4.13. To enable Customers to have a better understanding of what is and is not acceptable when using broadband products, and to help them get the best out of the internet, the Company has developed a Broadband Acceptable Use Policy relating to the broadband element of the Fixed Network Services. The Customer shall comply with the Broadband Acceptable Use Policy. The Company may change the Broadband Acceptable Use Policy at any time by publishing the changes on its website [www.Halo-connect.com](http://www.Halo-connect.com) or at such other URL as is notified to the Customer by the Company from time to time) thirty days before the change is to take effect.
- 4.14. The Customer acknowledges that, in order to use the broadband element (if any) of the Fixed Network Services, the Customer needs an existing telephone line (if not provided under the Contract) and a personal computer (PC) of a minimum specification suitable for the application. The Customer is responsible for ensuring that compatible cables and extension leads are used to and from their telephone socket, modem and PC in order to use the Service.
- 4.15. In circumstances where the Customer receives only the broadband element of the Fixed Network Services from the Company, the Customer remains responsible to make payment to the Customer's fixed line telephony services provider for all rental charges relating to the Customer's relevant telephone line (together with any repair and maintenance charges (unless the relevant damage was caused by the Company's negligence)) and all call charges from the Customer's fixed line telephony service provider.
- 4.16. The Customer agrees that PhonepayPlus may monitor any End User Service at any time.
- 4.17. In respect of each End User Service which requires the approval of PhonepayPlus pursuant to any regulation or code of practice, the Customer shall, before such End User Service (or any change thereto) is made available to callers, submit to the Company written evidence of such approval.
- 4.18. The Customer will not misuse the Fixed Network Services in any way and will use all reasonable endeavours to ensure that the number of telephone calls made to the Number(s) do not significantly exceed the Customer's capability to answer such calls or cause congestion (the existence of congestion to be reasonably determined by the Company taking into account normal levels of traffic on the network). Where the Company notifies the Customer of the occurrence of any such congestion or misuse, then the Customer shall immediately take all reasonable steps (which shall include, but not be limited to, arranging additional network capacity, adjusting the Customer's promotional activities or using call bureau, for the relevant period) to prevent such congestion and/or misuse continuing.

## 5. TRANSFER FROM THIRD PARTY SUPPLIERS

- 5.1. Where the transfer of lines and services from third party suppliers is selected by the Customer on the Order Form, then the provision of any and all relevant existing services supplied to the Customer by such third party supplier will be automatically transferred to the Company and charged for in the Company's invoices in accordance with the Tariff.
- 5.2. The Customer hereby acknowledges and accepts that it is the Customer and not the Company who is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing on the Order Form at the time of the Company formally accepting such Order Form that the Company will pay for specified charges.
- 5.3. The customer accepts that an invoice must be sent to Halo Connect for the reimbursement of any pre-agreed termination costs. The invoice must be received within 60 days of the port completion date.
- 5.4. If the Customer is migrating to the broadband element of the Fixed Network Services from a third party provider of an alternative broadband service, the Customer will need to obtain a Migration Authorisation Code ("MAC") from that service provider. This MAC will be valid for thirty days from the date of issue and can only be used once. It is the Customer's responsibility to obtain the MAC and to ensure that the Customer provides it to the Company in sufficient time to process the Customer's migration. The Company will not be responsible for any delay, costs, expenses, loss or damage arising through failure to connect the Customer to the broadband element of the Fixed Network Services as a result of the Customer's failure to provide the MAC as required by this condition.

## 5. SUSPENSION OF FIXED NETWORK SERVICES

5.1. Without prejudice to any other right of the Company to suspend or terminate the Services under these Conditions, the Company may at its sole discretion elect to suspend forthwith provision of the Fixed Network Services until further notice without further liability to the Customer having given the Customer reasonable notice either orally (confirming such notification in writing) or in writing in the event that:

- (a) the Customer is in breach of a material term of these Conditions and/or the Contract and/or any other contract between the parties from time to time including but not limited to the Customer's failure to pay the Price and/or the Charges (or any of them) to the Company on the due date or to comply with the Broadband Acceptable Use Policy;
- (b) the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative or regulatory authority (including without limit, OFCOM or PhonepayPlus);
- (c) the Company has reasonable grounds to believe that the Fixed Network Services are being used fraudulently or unlawfully;
- (d) any licence under which the Customer has the right to run its telecommunications system and/or connect to the Fixed Network Services is revoked, amended or otherwise ceases to be valid;
- (e) the Company or any member of its Group is entitled to suspend and/or terminate provision of any other telecommunications service under the terms of any other agreement with the Customer; or
- (f) any maintenance or repair is necessary or required to the relevant network or related systems or equipment (for the avoidance of doubt, in the event of emergency maintenance or repair, the Company shall not be required to give any advance notice)

2. The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the implementation of a suspension pursuant to condition 5.6.1 and/or the recommencement of the provision of the Fixed Network Service as appropriate, save in the case of a suspension, pursuant to condition 5.6.1(b).

3. Without prejudice to any other right of termination under these Conditions, the Company may terminate the Contract for Fixed Network Services forthwith in the event that its right or the right of the relevant Carrier to provide the Fixed Network Services is withdrawn by any supplier to it or OFCOM pursuant to the General Conditions or otherwise.

## 7. VOICE OVER INTERNET PROTOCOL (VOIP) FIXED NETWORKSERVICES

7.1. Any Contract for VOIP services which results from an order accepted by the Company, pursuant to condition 2.1 is conditional on the Customer acknowledging and accepting that:

- (a) the VOIP service may not offer all the features or resilience the Customer may expect from a conventional phone line; and
- (b) the VOIP service may sometimes be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of any connection;
- (c) wherever possible, alternative arrangements should be made by the Customer and a primary telephone line maintained;
- (d) if the Customer uses the VOIP service to make Emergency Calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated;
- (e) Emergency Calls made using the VOIP service may fail if there is a power failure or connection failure;
- (f) the ability for the Customer to make Emergency Calls cannot be guaranteed;
- (g) it will not be possible to make Emergency Calls if the Company has suspended or interrupted the VOIP service for any reason;
- (h) the Customer shall be required to provide/confirm his location when making a VoIP originated Emergency Call to enable the correct emergency organisation to respond; and
- (i) a VoIP originated Emergency Call will not receive the same network priority at all points on the network as that which an Emergency Call made on a mobile network or on a circuit-switched fixed line will receive.

## 8. PUBLISHING OF CUSTOMER DETAILS

8.1. If applicable and unless the Customer requests that the Company does not do it, the Company will, as soon as is reasonably practical, publish the Customer's name address and the telephone number for the Fixed Network Service in the relevant phone book serving the Customer's area and make the said telephone number available from a directory enquiries service.

8.2. If the Customer requests a Special Entry to be placed in the relevant phone book issued by the Carrier it must inform the Company at the earliest available opportunity. Where the Company agrees to use its reasonable endeavours to register a Special Entry, the Customer may be required to pay an additional charge and sign a separate contract in respect of that entry.

## 9. DISPUTE RESOLUTION

9.1. The Company will attempt to resolve any dispute that the Customer may have with the Company. Any disputes must be notified by the Customer to the Company in accordance with the complaints procedures at [www.halo-connect.com](http://www.halo-connect.com) (or at such other URL as is notified to the Customer by the Company from time to time). If the dispute cannot be resolved within 8 weeks of the Customer raising the dispute with the Company (pursuant to those procedures) then the Customer may refer the matter to:

(a) Ombudsman Services Communication, via the website [www.ombudsman-services.org/](http://www.ombudsman-services.org/) or by telephone on 0330 440 1614 or 01925 430 049; or

(b) OFCOM, the communications regulator via the website [www.ofcom.org.uk](http://www.ofcom.org.uk) or by telephone on 0300 123 333 or 0207 981 3040. 5.9.2 Nothing in this condition 5.9 shall prevent the Customer or the Company from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

6. (NOT USED)

7. (NOT USED)

## 8. PRICE AND CHARGES

### 8.1.EQUIPMENT

8.1.1. Save where, and to the extent that, any Promotional Terms apply, the Price is as stated on the Order Form and is exclusive of VAT or any other tax or duty payable. The amount of such taxes or duties shall be added to the Price and shall be payable by the Customer in the same manner as the Price. Any invoices issued by the Company in respect of the Price shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

8.1.2. Unless otherwise specified the Price is based on the assumption that the Delivery of the Equipment and (where applicable) Installation Services will be completed in one continuous visit to the site agreed with the Customer and accordingly the Company may at its discretion at any time increase the Price to take account of any additional costs to the Company (including but not limited to storage and delivery costs) by reason of Delivery and/or the Installation Services taking more than one visit.

### 8.2.FIXED NETWORK SERVICES

8.2.1. Save where, and to the extent that, any Promotional Terms apply, the Charges will be as detailed in the Tariff or unless, and as, stated on the Order Form.

8.2.2. The Company shall have the right to alter the Charges from time to time by contacting the customer directly or publishing changes to the Tariff at [www.Halo Connect.co.uk](http://www.Halo Connect.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time):

(a) at least thirty days prior to the change taking effect in the event of changes which may be of material detriment to the Customer; and

(b) as soon as is reasonably practical in the circumstances prior to the change taking effect, for all other changes, and if the Customer wishes to object to any proposed change which is of material detriment to the Customer, then the Customer must notify the Company in writing (addressed to Customer Services, Halo Connect Limited, Unit 1, The Pavilions, Preston, PR2 2YB ) within thirty days of publication of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change. For the avoidance of doubt, the service by the Company of any notice in accordance with condition 8.2.2(a) shall not constitute either acceptance of or an admission by the Company that any proposed change is of material detriment to the Customer, nor shall the service of notice by the Customer under this condition constitute or be deemed to constitute evidence that the relevant change is of material detriment to the Customer.

8.2.3. Usage charges payable shall be calculated by reference to data recorded or logged by the Company and not by reference to any data recorded or logged by the Customer. Any invoices issued by the Company in respect of the Charges for Fixed Network Services shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

8.2.4. Line rental is payable from the Connection Date.

8.2.5. If the Customer has agreed to a Monthly Minimum Call Spend and at the end of any month, the Customer has not incurred the Monthly Minimum Call Spend, or if the Customer terminates the Contract in any way other than pursuant to condition 13, the Customer will be liable to pay to the Company, the difference between the Charges incurred during that month in relation to call spend and the Monthly Minimum Call Spend.

### 8.2.6.Call Commissions

(a) Subject to paragraphs (d) and (e) below, the Company will pay Call Commissions to the Customer in respect of calls to each applicable Premium Rate Service and/or other End User Service and/or Non Geographic Service delivered to and received by a Number at the rate and in the amount set out on the Order Form or in the Tariff.

(b) Following the end of each calendar month, the Company will submit a statement to the Customer setting out the number and duration of all such calls delivered and received by the Customer in respect of Premium Rate Services and/or other End User Services and/or Non Geographic Services. Following receipt of the statement the Customer shall submit an invoice to the Company in the amount shown as owing on the statement, or where agreed by the parties (as stated on the Order Form or otherwise), the Company shall implement a self-invoicing process on behalf of the Customer. The Company may set-off the Call Commission against any Charges or other amounts due to

the Company. Where it is agreed the Company shall self-invoice, the Customer confirms that it shall not issue VAT invoices in respect of Call Commissions due to the fact the Company will be self-invoicing. For the avoidance of doubt, the Company shall not self-bill upon the cessation of the Customer's right to receive Call Commissions. The Customer undertakes to inform the Company promptly in writing in the event of any change, reissue or cancellation of its VAT number or a transfer of any part of the Customer's business as a going concern.

- (c) All Call Commissions invoiced by either party hereunder are exclusive of VAT and shall be paid together with VAT at the appropriate rate.
- (d) The Company shall not pay Call Commissions in respect of any call which it reasonably believes may have originated outside the United Kingdom.
- (e) Call Commission shall not be payable on invoice balances of £10 or less (or such other sum as notified to the Customer by the Company in writing from time to time). Invoice balances shall not roll over from one month to the next.
- (f) The Customer's Call Commission is a function of the number and duration of inbound calls to the relevant telephone number which will vary from day to day. Any predicted amount of Call Commission by the Company shall be an estimate only and the Customer acknowledges it has placed no reliance upon such estimate.

8.2.7. Except as stated otherwise in the Tariff or on the Order Form, for the purpose of calculating call charges:

- (a) all call charges will be rounded up to the next whole penny;
- (b) all call durations will be rounded up to the next whole minute;
- (c) all calls will be charged based on the time band within which the call commences (irrespective of whether the call ends in a different time band), such that calls commenced:
  - (i) 6:00am but before 6:00pm (Monday to Friday) will be charged at "Peak" call rates (as identified in the Tariff);
  - (ii) 6:00pm but before 6:00am (Monday to Friday) will be charged at "Off-Peak" call rates (as identified in the Tariff);
  - (iii) 6:00pm on a Friday but before 00:00am on a Saturday, will be charged at "Off-Peak" call rates (as identified in the Tariff);
  - (iv) 0:00pm on a Monday but before 6:00am on a Monday, will be charged at "Off-Peak" call rates (as identified in the Tariff); and
  - (v) 0:00am on a Saturday but before 0:00am on a Monday will be charged at "Weekend" call rates (as identified in the Tariff).

8.3. VALUE ADDED TAX All sums referred to under these Conditions, the Order Form, any Promotional Terms and any Service Specific Conditions are (unless otherwise stated) exclusive of Value Added Tax (VAT) and any taxes of a similar nature which may from time to time be introduced, which will be payable at the rates ruling at the date of the relevant invoice.

8.4. TEMPORARY SERVICES If the Customer orders a temporary Service, the Company may charge the Customer for any supplementary charges incurred, plus the line rental (if any) in advance for the whole period of the temporary Service. Other Charges as detailed in the Contract still apply as appropriate.

8.5. SCHEDULED APPOINTMENTS The Company will normally carry out work by appointment and during Normal Working Hours but may request the Customer to (and the Customer shall) provide access at other times. In the event that the Customer cancels, reschedules or misses any pre-arranged appointment, it shall be liable to the Company for any costs and expenses which the Company incurs as a result of such cancellation, rescheduling and/or missed appointment.

## 9. INCENTIVES & CASHBACK

9.1. The customer accepts the following conditions in relation to both incentives and cashback:

- 9.1.1. The customer is not eligible to receive any incentive (i.e laptops, mobile phones, tablets) until the first monthly bill has been paid in full.
- 9.1.2. The customer accepts that they must supply an invoice within 90 days of the connection date to receive any agreed cashback amount. The company will pay the cashback on receipt of invoice in line with the companies' standard payment terms (30 days)
- 9.1.3. The company reserves the right to remove any incentive or offer at a time.

## 10. SITES

10.1. To enable the Company to fulfil its obligations under any Contract:

- 10.1.1. the Customer shall permit or procure permission for the Company and any other person(s) authorised by the Company to have reasonable access to the Customer's Sites, Equipment and any other relevant telephone system and other equipment and shall provide such reasonable assistance as the Company requests.
- 10.1.2. The Company will normally carry out work by appointment and during Normal Working Hours but may request the Customer to (and the Customer shall) provide access at other times. In the event that the Customer cancels, reschedules or misses any pre-arranged

appointment, it shall be liable to the Company for any costs and expenses which the Company incurs as a result of such cancellation, rescheduling and/or missed appointment.

10.2. At the Customer's request, the Company may agree (at its sole discretion) to work outside Normal Working Hours and the Customer shall pay the Company's reasonable charges for complying with such a request.

10.3. The Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at its Sites.

10.4. The Customer shall procure all consents, licences and permissions necessary from landlords or other third parties for the carrying out of preparation work, installation of Equipment and for the provision, use and operation of the Equipment and/or Services at the Sites (save to the extent the Company has agreed in writing to do it).

10.5. In the event that the Customer is not able to procure the necessary consent to provide the Services within ninety days from the Connection Date the Company will be able to terminate the Contract forthwith by giving the Customer written notice without any liability. If the Customer has not managed to procure the necessary consents and the Company has commenced work the Company may ask the Customer shall, on request by the Company, refund to the Company the cost of all such work (including, without limitation, staff costs and equipment costs) at its then current rates.

10.6. The Customer shall provide the Company with the site and building plans (to include full details of all internal cabling runs) of the Sites and provide the Company with full details of all other services in the vicinity of the proposed works.

10.7. The Customer is responsible for making the Site good after any work undertaken by the Company at a Site, including without limitation replacing and re-siting items and for re-decorating.

10.8. If the Customer is moving a Site, the Company must be informed as soon as is reasonably practicable so that suitable arrangements can be made to transfer the Customer's Services and Equipment. Unless otherwise requested, the Company, in addition to moving the Service and Equipment, will also endeavour (but cannot guarantee that it will be able, for example where the Customer moves to a different exchange) to retain the Customer's relevant existing telephone number (s). If the Company can transfer the Customer's existing number to the new Site the relevant existing Contract will continue under the same terms and conditions. If the Company cannot transfer the Customer's existing relevant number to the new Site, installation of a new line will be required at the new Site, or if the Customer requires any additional new lines, this will attract new line connection charges and a new Contract.

10.9. If the new installation or moving Site involves the visit of an engineer to facilitate the new installation, the Customer will be responsible for the costs incurred by the Company for the appointment of the engineer together with an administration fee in respect of any additional works required to be undertaken by the Company to complete the transfer of the Services and Equipment.

10.10. If the Customer moves Sites and leaves the Equipment for the new owner/tenant, the Customer is required to inform them that the relevant Service will be discontinued if the Company is not contacted by the new owner/tenant within seventy two hours for the purpose of entering into a new contract with the Company for such services and subject in any event to the agreement of such a contract.

10.11. If the Customer receives services from an alternative supplier at a new Site the Customer remains responsible for any contractual agreement the Customer has with such alternative supplier and for any liabilities the Customer may incur for terminating such agreement.

11. (NOT USED)

## 12. CUSTOMER'S INDEMNITY

12.1. Without prejudice to any other rights of the Company, the Customer shall indemnify, keep indemnified and hold harmless the Company against all costs (including without limitation legal costs and the cost of enforcement (on a full indemnity basis)) liabilities, claims, damages, direct, indirect or consequential losses (including without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss whether such losses are direct, indirect or consequential losses), expenses and/or judgments whatsoever, which it may suffer or incur, and arising from any:

a) breach by the Customer of any warranties, undertakings and/or representations given under the Contract and/or any failure to comply with any responsibilities and/or liabilities of the Customer set out in the Contract; and/or

b) injury and/or damage suffered or incurred by or to any of the Company's (or any of its contractor's) employees and/or equipment whilst on the Site.

13. (NOT USED)

## 14. SOFTWARE

14.1. Where the Company provides software to the Customer to enable the Customer to use the Services ("Software"), the Company will grant the Customer a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the Contract (and to extent necessary to use the relevant Services). If required by the Company, the Customer shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Customer to be able to use the Software.

14.2.Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile reverse-engineer or modify the Software, or copy the relevant manuals or documentation.

#### 15. CALL MONITORING

The Customer agrees that the Company may monitor and record calls made to or by the Company by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this condition.

#### 16. (NOT USED)

#### 17. CHANGES TO THE CONDITIONS, SERVICE SPECIFIC CONDITIONS AND CONTRACT

17.1.The Company may change the Conditions and/or Service Specific Conditions at any time and will publish any change in line with condition 17.2.

17.2.The Company will publish any changes to the Conditions and/or Service Specific Conditions online at [www.Halo Connect.co.uk](http://www.Halo Connect.co.uk) (or at such other URL as is notified to the Customer by the Company from time to time):

17.2.1.at least thirty days before the change is to take effect for changes that may be of material detriment to the Customer; and

17.2.2.as soon as is reasonably practical in the circumstances prior to the changes taking effect, for all other changes.

17.3.If the Customer wishes to object to any proposed change which is of material detriment to the Customer, the Customer must notify the Company in writing (addressed to Customer Services, Datatel Solutions T/A Halo Connect, Unit 1, The Pavilions, PR2 2YB, within thirty days of publication of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change. For the avoidance of doubt, the service by the Company of any notice in accordance with condition 17.2 shall not constitute either acceptance of or an admission by the Company that any proposed change is of material detriment to the Customer, nor shall the service of notice by the Customer under this condition 17.3 constitute or be deemed to constitute evidence that the relevant change is of material detriment to the Customer.

17.4.Without liability to the Customer, in order to reduce the risk of fraud or for any commercial purpose, the Customer acknowledges that on capped price call tariffs (if any) the Company may at its sole discretion on not less than seven days' notice:

17.4.1.limit call price caps to the first four hours of calls per day; and/or

17.4.2.remove the relevant call price caps from the Customer's pricing and tariff should the Customer's call profile deviate significantly from the Company's standard call profiles and notify the Customer of the new pricing to apply in respect of the relevant Fixed Network Services.

17.5.In order to reduce the risk of fraud or for any commercial purpose, the Customer acknowledges that on bundled minute call packages (if any) the Company may at its sole discretion on not less than seven days' notice remove the relevant bundled minute call package from the Customer's pricing and tariff should the Customer's call profile deviate significantly from the Company's standard call profile and over seventy five per cent of the Customer's bundled minutes be used in any month.

17.6.The Company may, if requested by the Customer, provide additional services to be included within the Services under such additional terms and conditions as may be notified by the Company from time to time.

#### 18. FRAUD AND SECURITY

18.1.The Customer must ensure that user names and passwords used by it and/or its personnel and/or users in connection with the Services are kept confidential and are only used by authorised users. The Customer will inform the Company immediately if the Customer knows or suspects (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. The Customer will not change or attempt to change a user name without the Company's written consent.

18.2.The Company reserves the right (at the Company's sole discretion):

18.2.1.to suspend user names and password access to the Services if at any time the Company thinks that there has been or is likely to be a breach of security; and

18.2.2.to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Services.

18.3.The Customer will inform the Company immediately of any subsequent changes to the information the Customer supplies to the Company in connection with the Contract.

18.4.The Customer accepts and acknowledges that the Services are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Services.

- 18.5. The Customer acknowledges that the Company has no control of a Customer's PABX/switch configuration, voice mail security or other feature services enabled, except where the Company agrees to be contractually responsible under the Maintenance Services.
- 18.6. The Company shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment and/or Services by the Customer or any third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraudulent and/or unauthorised use. Customers are therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.
- 18.7. Any assistance given by the Company in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).

## 19. ANTI-BRIBERY

- 19.1. The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;
- 19.1.1. comply with all applicable Anti-Bribery Laws;
- 19.1.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
- 19.1.3. comply with the Company's Ethics and Anti-bribery Policy as the Company may update them from time to time ("Relevant Policies");
- 19.1.4. have and shall maintain in place throughout the term of all Contracts its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Anti- Bribery Laws and the Relevant Policies, and will enforce them where appropriate;
- 19.1.5. not do or omit to do any act or thing which constitutes or may constitute an offence under Anti- Bribery Laws;
- 19.1.6. not do or omit to do any act or thing which causes or may cause the Company and/or its Group to be in breach of and/or commit an offence under any Anti-Bribery Laws;
- 19.1.7. without prejudice to condition 19.16, not do or omit to do any act or thing which causes or may cause the Company or any member of the Company's Group to be guilty of an offence under section 7 Bribery Act (or would or may do so if the Company was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and
- 19.1.8. provide the Company and any member of the Company Group (at the Customer's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti- Bribery Laws.
- 19.2. The Customer shall:
- 19.2.1. promptly report to the Company and any member of the Company's Group any request or demand for any financial or other advantage of any kind received in connection with the performance of the Contract by it or by its officers, employees, agents or any other person who performs the services for or on behalf of it in connection with the Contract; and
- 19.2.2. upon request, certify in writing signed by a director of the Customer that the Customer has complied with all of its obligations under this condition 19. The Customer shall provide such supporting evidence of compliance as Company or any member of the Company's Group may reasonably request.
- 19.3. The Customer warrants to the Company and all members of the Company's Group that it has not, and its officers, employees, agents and any other persons who perform the services for or on behalf of it in connection with the Contract have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 Bribery Act; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of this Contract.
- 19.4. The Company and/or any member of the Company's Group may terminate the Contract immediately if the Customer is in breach of any of its obligations under this condition 19 or if the Company or any member of the Company's Group has reasonable cause to believe that such a breach has occurred or may occur. If the Company or any member of the Company's Group terminates the Contract in accordance with this condition 19.4, the Customer shall not be entitled to claim any compensation or any further remuneration from the Company or any member of the Company's Group.

## 20. GENERAL



- 20.1. Subject to any deemed acceptance by the Customer under condition 8.2.2 and/or condition 17.3, no forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these Conditions and/or any Service Specific Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be regarded as a waiver of any of these Conditions and/or any Service Specific Conditions.
- 20.2. The Contract (including in relation to non-contractual matters) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).
- 20.3. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.4. Any notice, invoice or other document which may be given by either party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or fax number, given on the Order Form (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this condition 20.5 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
6. Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations set out in these Conditions and any relevant Service Specific Conditions in all respects.
7. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
8. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.
9. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
10. The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of six months after the termination or expiry of the Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from the Company, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Customer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the Company in the provision of the Services to the Customer. Any consent given by the Company in accordance with this condition 22.9 shall be subject to the Customer paying to the Company a sum equivalent to twenty per cent of the then current annual remuneration of the Company's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Customer to that employee or sub-contractor.
11. The Company and the Customer agree that the Employment Regulations will not apply to transfer the employment or engagement of any Employee to the Company in connection with the Contract or the termination or expiry of all or part of any contract between the Customer and a Contractor or any other provision of the Services.
12. The Customer agrees to indemnify and keep indemnified the Company against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by the Company arising out of or connected with:
- 12.1. the transfer or alleged transfer of the employment or engagement of any Employee to the Company pursuant to the Employment Regulations or otherwise; and
- 12.2. the employment or engagement or termination of employment or engagement by the Customer or a Contractor and/ or any Subcontractor of any Employee.
13. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Company in connection with the Services.
14. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
15. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.

16. Save where the context otherwise requires, in these Conditions a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).
17. Except with the prior written consent of the other party, neither party shall:
  - 17.1. make any public statement about the Equipment and/or Services or otherwise publicise the Contract or any information relating to it; or
  - 17.2. use any trademarks or identifying logos owned or licensed to any member of the other party in any manner.
18. Nothing in the Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.
19. Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of the Contract.
20. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter. Neither party has entered into the Contract in reliance upon and nor shall they have any remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract. The only remedies available for breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract shall be for breach of contract. Nothing in this condition 20.20 shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
21. The Contract may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.