

## **The Halo Tech Group Limited**

**Registered Office: 1st Floor Marshall House, Ring Way, Preston,  
England, PR1 2QD**

**Registration Number: 06790912**

### General Terms and Conditions

The Halo Tech Group 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 The Halo Tech Group will provide the services to you the Customer.

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

### 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 The Halo Tech Groups sole discretion.

“Customer Purchased Equipment”.

Means any equipment sold or provided to the Customer by The Halo Tech Group

“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 a personal guarantee given by a Director of the Customer to The Halo Tech Group

“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 The Halo Tech Groups 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,

“The Halo Tech Group portal”.

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

“The Halo Tech Group Representative”.

Means the person or persons named under The Halo Tech Group Representative on the Order form or other such person or Subcontractor notified by The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group (exclusive of VAT). “Title”

Means the legal ownership.

“we”, “us”, “our”, “The Halo Tech Group”.

means The Halo Tech Group 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 The Halo Tech Group 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. THE HALO TECH GROUP'S OBLIGATIONS

3.1 Without prejudice to any other provision in this Contract The Halo Tech Group 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 supplying 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 The Halo Tech Groups 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 The Halo Tech Groups 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 The Halo Tech Group.

3.2 Without prejudice to the generality of the foregoing, The Halo Tech Group 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 The Halo Tech Group will provide the Services using such Representatives as it considers suitable to undertake the work. Nothing in this Contract will in any way restrict The Halo Tech Groups right to use its Representatives to supply services like the Services to other customers of The Halo Tech Group.

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 The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group, once the Minimum Spend has been satisfied.

3.8 The Halo Tech Group shall endeavour to transfer to the Customer the benefit of any manufacturer warranty or guarantee given to The Halo Tech Group 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 The Halo Tech Group and The Halo Tech Groups Representatives may reasonably be requested and as are reasonably necessary for The Halo Tech Group to perform its obligations under this Contract.

4.2 The Customer shall provide The Halo Tech Group 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 The Halo Tech Group to perform the Services and will also ensure that its relevant Representatives are generally available to provide such assistance or information as The Halo Tech Group 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 The Halo Tech Group or The Halo Tech Group Representative, unless made with The Halo Tech Groups written consent or approval. The Halo Tech Group shall be entitled to charge the Customer at The Halo Tech Groups 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.TheHaloTechGroup.co.uk](http://www.TheHaloTechGroup.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 The Halo Tech Group, or anybody 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 The Halo Tech Group has with any public telecommunications operator, the details of which have previously been notified in writing by The Halo Tech Group to the Customer; or

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

4.6 The Customer shall comply with The Halo Tech Groups 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 The Halo Tech Group and keep The Halo Tech Group effectively indemnified against all and any losses, costs and expenses (including legal costs) that The Halo Tech Group may suffer from fraudulent activity on the Service(s) or incurred because 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 The Halo Tech Group with the necessary written authorisation to enable The Halo Tech Group to arrange for the Services to be transferred to The Halo Tech Group as soon as possible following the signature date of the Order form.

4.9 If required by The Halo Tech Group either at the start of the Contract, or at any point, thereafter, agree and sign The Halo Tech Groups 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

5.2 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:

£500.00 minimum cost per lease line  
£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  
£43.99 per month per line for each Fibre connection  
£25.00 per month for each mobile sim

5.3 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.

## 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 The Halo Tech Group from time to time.

7.2 The Halo Tech Group will invoice the Customer for the Charges based on 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 The Halo Tech Group 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, The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group 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 The Halo Tech Group.

7.7 Subject to Clause 7.5 if the Customer fails to pay the invoice submitted by The Halo Tech Group in accordance with 7.4 then The Halo Tech Group shall at its sole discretion immediately suspend any Service(s) provided by The Halo Tech Group 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, The Halo Tech Group grants to the Customer a non-exclusive, non-transferable, royalty free licence to use the The Halo Tech Group portal for the purposes described in this Contract for so long as this Contract remains in force.

8.2 The Customer will not without The Halo Tech Groups prior written consent.

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

(b) sub-licence or otherwise grant rights to third parties for the use of The Halo Tech Group; 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 The Halo Tech Group. 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 The Halo Tech Group 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 infringes a third party's Intellectual Property Rights. As a condition of this indemnity the Customer must:

8.3.1 notify The Halo Tech Group forthwith in writing of any allegation of infringement.

8.3.2 make no admission in respect of or settlement of any claim without The Halo Tech Groups prior written consent.

8.3.3 allow The Halo Tech Group sole control of all negotiations and defence of proceedings.

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

8.3.5 allow The Halo Tech Group to modify or replace the Services or any part thereof, to avoid the infringement.

8.4 The indemnity in clause 8.3 above does not apply to infringements caused using the Services in conjunction with other equipment, software or services not supplied by The Halo Tech Group and not approved by The Halo Tech Group 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 The Halo Tech Group).

8.5 The Customer agrees to indemnify The Halo Tech Group 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 The Halo Tech Group and not approved by The Halo Tech Group 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 The Halo Tech Group). The Halo Tech Group 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 The Halo Tech Groups 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 The Halo Tech Groups 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 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.

## 9. TERMINATION

9.1 If this Contract is terminated and the Customer wishes to transfer to another provider of landline services, The Halo Tech Group 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 The Halo Tech Group by the Customer. Termination fees are calculated by monthly line rental x remaining months on contract.

9.2. 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. The Halo Tech Group will not accept any responsibility for loss of services where the porting process is not followed.

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

9.4. 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 The Halo Tech Group within this timeframe.

9.5. 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 The Halo Tech Group 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.

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

## 10. CONFIDENTIALITY AND PUBLICITY

10.1 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.

10.2 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.

10.3 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: -

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

10.3.2 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

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

10.4 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.

10.5 The Halo Tech Group may use the Customer's 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).

10.6 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.

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

## 11. LIABILITY

11.1 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.

11.2 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).

11.3 Subject to clauses 10.1 and 10.2, The Halo Tech Groups 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.

11.4 Except as regards to 10.1 The Halo Tech Group shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for:

11.4.1 loss of profits.

11.4.2 business interruption; or

11.4.3 loss of anticipated savings; or

11.4.4 for any special, indirect or consequential loss or damages; or

11.4.5 for any loss, corruption or destruction of data; or

11.4.6 loss of business opportunity.

## 12 FORCE MAJEURE

12.6 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.

12.7 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.

12.8 If a Force Majeure Event prevents The Halo Tech Group 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

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

13.6.1 any dispute which has not been settled by the Customer's Representative and the The Halo Tech Group Representative within 10 working days of the matter being raised, may be escalated by either party.

13.6.2 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.

13.6.3 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.

13.7 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, SUBCONTRACTING AND DELEGATION

14.6 The Halo Tech Group may assign the whole or any part of this Contract or any of its rights or obligations under it.

14.7 The Customer may not assign the whole or any part of this Contract or any of its rights or obligations under it except with The Halo Tech Groups express prior written consent (such consent not to be unreasonably withheld or delayed).

## 15 INSURANCE

15.6 The Customer warrants that it will ensure 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.

16.6 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

17.6 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.

17.7 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

18.6 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).

18.7 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Halo Tech Group which is not set out in this Contract.

18.8 From time-to-time The Halo Tech Group may update its Terms and Conditions or Contract without being required to give prior notice to the Customer.

18.8.1 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 The Halo Tech Group and both parties agree to resolve this dispute in line with clause 13.

18.8.2 if no objection is received then the The Halo Tech Group updates are deemed to have been accepted.

18.8.3 any other variation of this Contract or the Terms and Conditions must be in writing and signed by or on behalf of each party.

18.9 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.

18.10 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.

18.11 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 The Halo Tech Group 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

19.6 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.

19.7 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 remedy is cumulative and is in addition to each 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. The Halo Tech Group 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.

## 21 WAIVER AND CUMULATIVE NATURE OF REMEDIES

21.6 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.

21.7 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 remedy is cumulative and is in addition to each other remedy available under this Contract or existing at law (whether in equity, by statute, at common law or otherwise).

## 22 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.

22.6 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.

## 23 ASSIGNMENT, SUBCONTRACTING AND DELEGATION

23.6 The Halo Tech Group may assign the whole or any part of this Contract or any of its rights or obligations under it.

23.7 The Customer may not assign the whole or any part of this Contract or any of its rights or obligations under it except with The Halo Tech Groups express prior written consent (such consent not to be unreasonably withheld or delayed).

## 24 INSURANCE

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

## 25 SPECIAL CONDITIONS

The Customer agrees to the following special conditions.

25.6 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

## 26 NOTICES

26.6 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.

26.7 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.

## 27 ENTIRE AGREEMENT

27.6 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).

27.7 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Halo Tech Group which is not set out in this Contract.

27.8 From time-to-time The Halo Tech Group may update its Terms and Conditions or Contract without being required to give prior notice to the Customer.

27.8.1 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 The Halo Tech Group and both parties agree to resolve this dispute in line with clause 13.

27.8.2 if no objection is received then the The Halo Tech Group updates are deemed to have been accepted.

27.8.3 any other variation of this Contract or the Terms and Conditions must be in writing and signed by or on behalf of each party.

27.9 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.

27.10 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.

27.11 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

27.12 The Halo Tech Group 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.

## 28 WAIVER AND CUMULATIVE NATURE OF REMEDIES

28.6 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.

28.7 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 remedy is cumulative and is in addition to each other remedy available under this Contract or existing at law (whether in equity, by statute, at common law or otherwise).

## 29 LAW AND JURISDICTION

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