

The Halo Tech Group Limited Registered Office: Chain Caul Way, Ashton-On-Ribble, Preston, England,

PR2 2TL

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.

This Service is sold as a service to be used for business purposes. 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 19.3.

“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 Group’s 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.

“Customer’s Logo”

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 Group’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.

“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.

“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.

“Order Form”

Means the form used by Customers to submit an order 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 clause 17.

“Supplementary Order Form”

Means an additional form for use by an existing Customer to order additional Services from us.

“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”

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

“Termination Fee”

means the full contract value 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 Chain Caul Way, Ashton-On-Ribble, Preston, England, PR2 2TL

“Working Day”.

means any day (other than 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.

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. In the event of a conflict arising 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, 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.

144 the expressions “including”, “include”, “includes”, “included” and “in particular” will be construed

to mean without limitation; and

145 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 10.

2.2 The Customer appoints The Halo Tech Group as its preferred supplier of the Telephone 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 Group'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 The Halo Tech

Group'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 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 Group's 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 full

contract value 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 Group's

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 Group's written consent or approval. The Halo Tech Group shall be entitled to charge the Customer at The Halo Tech Group'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.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 The Halo Tech Group in breach of the terms of any agreement we have 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 Group'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 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 Group'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

by submitting 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

1-3 handsets £40 per month for each hosted/VoIP user

4+ handsets £25 per month for each hosted/VoIP user

£28.98 per month per line for each ADSL connection

£24.99 per month per line for each PSTN connection

£48.99 per month per line for each Fibre connection

£30.00 per month for each mobile sim

Call storage for voice recordings once Contract is terminated:

Up to 99 hours - £100.00 per month

100 - 299 hours - £300.00 per month

300 – 499 hours - £500.00 per month

500 hours or more - £1,000.00 per

month

Where the Customer is a small business customer, the Customer may terminate the Contract by giving

ninety days' notice in writing to The Halo Tech Group 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.

7.1.1 Unless stated in your contract all call are chargeable, please see our call charges below.

- 1p per minute to any UK mobile network
- 2p per minute to any UK landline
- 8p per minute to any non-Geographical number
- Any international call charges can vary month on month please see our monthly call tariff guide

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 10 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 14.

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 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 Group's prior written consent

(a) distribute or sell copies of 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 Group's 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 Group'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 The Halo Tech Group'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 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 12 below do not apply to liability under

this clause.

9. TRANSFER FROM EXISTING PROVIDER

9.1 When transferring from an existing provider, 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.

The customer accepts that any number ports unless stipulated within the contract, are chargeable at £15.00 per number or extension (DDI). When we are requesting information when the customer are requesting to port from an existing provider it is the customers responsibility to ensure that the information given is correct. If the port is rejected due to the incorrect information supplied by the customer, then a £15.00 administration fee will be added to the customer's account to cover the costs of the port rejection fee.

9.2 Where we agree to pay termination fees to an existing provider, the Customer accepts that such fees are exempt from Value Added Tax and thus not chargeable.

9.3 The Customer accepts that where we agree to pay termination fees to an existing provider such fees 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 to us

within 60 days of the relevant numbers ported. The Customer accepts that it is their responsibility to invoice The Halo Tech Group within this time frame. To enable the halo tech group to submit a port request for any customer. We require a letter of authority (LOA) to be submitted to the previous carrier. We request the LOA to be completed within 14 days of contract activation. If the

customer does not complete the LOA the 60 day invoicing period will start from then.

9.4 Any claims made by the Customer for termination costs and/or cashback or administration fees for any invoices will be settled within 30 days of receipt of the correct documentation as specified above. Please note all of the above mentioned are none vatable.

10. TERMINATION

10.1 The Customer may terminate the Contract by giving ninety days' notice in writing to The Halo Tech

Group such notice to become effective no earlier than the expiry of the Minimum Term.

10.2 Upon termination of this Contract before expiry of the Minimum Term for any reason the remainder of the full contract value which has not been reached will become immediately payable.

10.3 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.

11. CONFIDENTIALITY AND PUBLICITY

11.1 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.

11.2 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.

11.3 The duties imposed on the parties by clauses 11.1 and 11.2 above do not extend to information or

data which at the time of its disclosure or use by the receiving party: -

11.3.1 is generally available and known to the public other than by reason of the receiving party's breach of this clause 11.

11.3.2 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

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

11.4 Each party agrees and acknowledges that damages alone may not be an adequate remedy for Breach of this clause 11 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 11.

11.5 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).

11.6 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.

11.7 The obligations in this clause 11 will remain in force following termination of this Contract for any

reason.

12. LIABILITY

12.1 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 12.3 below will not apply to such liability.

12.2 Nothing in this clause 12 will exclude, restrict or limit either party's liability for fraud or fraudulent

misrepresentation committed by

that party (or its officers, agents or employees).

12.3 Subject to clauses 12.1 and 12.2, The Halo Tech Group'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.

12.4 Except as regards to 12.1 The Halo Tech Group shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for:

12.4.1 Loss of profits.

12.4.2 business interruption; or

12.4.3 loss of anticipated savings; or

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

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

12.4.6 loss of business opportunity.

13 FORCE MAJEURE

13.1 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.

13.2 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.

13.3 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.

14 ESCALATION AND DISPUTE RESOLUTION

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

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

14.1.2 if the dispute is not resolved under 14.1.1 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.

14.1.3 If the parties fail to reach agreement under 14.1.1 or 14.1.2 the dispute resolution procedure under this clause 14 shall be deemed exhausted.

14.2 Neither of the parties shall commence or pursue legal proceedings against the other until the dispute resolution procedure under this clause 14 is deemed exhausted save that nothing in this clause

14.1 shall prevent either party applying for injunctive relief.

15 ASSIGNMENT, SUBCONTRACTING AND DELEGATION

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

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

16 INSURANCE

16.1 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.

17 SPECIAL CONDITIONS

The Customer agrees to the following special conditions:

17.1 If any Services come with a Service Level Commitment these are only targets and failure to attain

these levels will not be considered a breach of this Contract.

17.2 All broadband orders are subject to a site survey. In the event that The Halo Tech Group is unable to offer the Customer broadband service specific to what was ordered, The Halo Tech Group will

provide the Customer with the closest alternative available at the time of ordering.

17.3 If The Halo Tech Group has agreed to supply the Customer with temporary broadband, no charge

will apply for the first 90 days, after which the Customer will be charged for this service in accordance with our standard bundle rates.

17.4 Any guarantee made by The Halo Tech Group regarding no upfront costs is subject to the Customer having eligibility to the credit necessary to pay for our services as agreed. All finance/lease applications are subject to status. In the event that it subsequently transpires that the Customer is ineligible for finance, unanticipated upfront costs may apply. If the contract taken out with The Halo Tech Group is cancelled by you, the customer, the full contract value will be due from the customer.

18 NOTICES

18.1 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.

18.2 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.

19 ENTIRE AGREEMENT

19.1 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).

19.2 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.

19.3 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.

19.3.1 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 The Halo Tech Group and both parties agree to resolve this dispute in line with clause 14.

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

19.3.3 any other variation of this Contract or the Terms and Conditions must be in writing and signed by

or on behalf of each party.

19.4 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.

19.5 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.

19.6 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 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 19.3.

20 WAIVER AND CUMULATIVE NATURE OF REMEDIES

20.1 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.

20.2 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 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).

21 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 19.3.

22 ACCEPTANCE

By signing the order form the Customer indicates that they have read and accepted these terms and conditions.