

The Customer's attention is particularly drawn to the provisions of clauses 14 and 19.

## 1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

**Agreed Purposes:** the parties agree that any personal data held is for the purpose of carrying out the Contract, including but not Ltd to, contacting the Customer through their key contacts (as provided by the Customer) and the storage and retention of Customer call recordings.

**Broadband Service:** the provision of broadband services supplied by Enreach UK Ltd to the Customer as set out in the Order.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Call Tariffs:** the rates of the calls are available upon written request or as detailed on the Order.

**Cash Buyer:** someone who purchases the equipment outright at point of sale.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 21.8.

**Contract:** the contract between Enreach UK Ltd and the Customer for the supply of Services in accordance with these Conditions.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.

**Customer:** the person or firm who purchases the Goods and/or Services from Enreach UK Ltd.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Directory Listing:** an entry in the BT phone book.

**Early Termination Charge:** has the meaning set out in clause 19.2.

**Enhanced Line Care:** if a line fault occurs on the stated line, BT will endeavour to repair within 6 hours of the notification of the fault. This service is provided at our Standard Rates.

**Equipment:** the deliverables set out in the Order and any equipment (including, without limitation, software, handsets, mobile devices and tablets) provided by Enreach UK Ltd in the supply of the Services.

**Excess Usage:** where the usage Limit exceeds what is stated on the Order.

**Fair Usage Policy:** Ltd to a monthly usage limit of 100GB (the "Usage Limit"), or any maximum usage defined in the Order. For the purposes of the definition of Usage Limit, "usage" is defined as data uploaded and downloaded. If you exceed your Usage Limit in any given month, you may be charged for any such additional usage as set out in the Standard Rates.

**Force Majeure Event:** has the meaning given to it in clause 20.1.

**Fraud Monitoring Service:** with Fraud Monitoring Service we will monitor your calls 24/7 by our dedicated system. We will contact you on any suspicious activity, call barring service will be placed to stop any further charges.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Line and Calls Service:** the package for the provision of mobile and land lines and calls supplied by Enreach UK Ltd to the Customer as set out in the Order.

**Maintenance Service:** the maintenance and repair services of the Equipment and Services identified in the Order as being subject to these Maintenance Services.

**Enreach UK Ltd:** Enreach UK Ltd registered in England and Wales with company number 04021816.

**Enreach UK Ltd Materials:** has the meaning set out in clause 13.1.7.

**Order:** the Customer's order for the supply of the Services, as set out in the Order, or the Customer's written acceptance of Enreach UK Ltd's proposal, as the case may be.

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, and to any individuals to which the personal data ultimately relates.

**Rental Service:** the provision of the Equipment to the Customer on hire directly from Enreach UK Ltd where no third party rental agreement is in place for the hire of the Equipment.

**Services:** the services, (including but not Ltd to the Equipment, Line and Calls Services, Maintenance Service, Broadband Service, Hosted Services, Fraud Monitoring Service and Rental Service) supplied by Enreach UK Ltd to the Customer as set out in the Service Specification below.

**Service Specification:** the description or specification for the Services provided in writing by Enreach UK Ltd to the Customer.

**Shared Personal Data:** the personal data to be shared between the parties under clause 15 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) contact details for the key contacts for each party such as name, title, addresses, telephone numbers, and email addresses; and
- b) where applicable, Call Recording data

**Standard Rates:** the provision of Services by Enreach UK Ltd at the Customers default rates which are available upon written request. Any special, introductory rates or terms will be confirmed in writing or detailed in the Order.

**Standard Line Rental Charges:** these include, dependant on type, line rental and the following additional features: direct dial in, fraud monitor, caller display, level care, line safe and call diversion. The details and charges of which can be found in the Standard Rates. If the additional features are not required, the customer must notify Enreach UK Ltd in writing 90 days prior to the end of the initial twelve months' period. If notice is not received in the specified time period, the additional features will be subject to a minimum Term of twelve months unless otherwise stated in the Order. In the event of the Customer cancelling any of the Additional Features, Enreach UK Ltd shall be entitled to add additional charge.

**Static IP Address:** A static IP address is a number (in the form of a dotted quad) that is assigned to a computer by an Internet service provider (ISP) to be its permanent address on the Internet.

**Term:** means the minimum contract period applying to each of the Services as set out in the Order. In the event that there is no term specified within the Order, the minimum default contract period shall be 84 months.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 "Construction". In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

## 2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.1.1 In the event the Customer decides prior to the Commencement Date that it does not wish to proceed with the Service, then it must notify the Supplier in writing prior to the Commencement Date. The Supplier shall be entitled to charge the Customer an administrative fee of £595. If the Customer wishes to terminate the Services on or after the Commencement Date it can only do so in accordance with the terms.

2.2 The Order shall only be deemed to be accepted on the earlier of:

2.2.1 Enreach UK Ltd issuing written acceptance of the Order;

2.2.2 any act by Enreach UK Ltd consistent with fulfilling the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Enreach UK Ltd which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Enreach UK Ltd and any illustrations or descriptions of the Services contained in Enreach UK Ltd's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation or proposal given by Enreach UK Ltd shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by Enreach UK Ltd shall be subject to correction without liability on the part of Enreach UK Ltd.

2.8 Enreach UK Ltd reserve the right to immediately cancel any Contract or Order where special stipulations were agreed at point of sale which cannot be fulfilled.

2.9 No Order which has been accepted by Enreach UK Ltd may be cancelled by the Customer except with the agreement in writing of Enreach UK Ltd and on the terms that the Customer will pay to Enreach UK Ltd the Early Termination Charge.

2.10 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.11 For the avoidance of doubt, these Conditions shall apply to any renewed contract for the Services (including where Services have been added or removed) as well as new contracts for the Services.

## 3. Equipment

3.1 The Equipment is as described in the Order.

3.2 Enreach UK Ltd reserves the right to amend the specification of the Equipment if required by any applicable statutory or regulatory requirements.

3.3 The Customer acknowledges that the Equipment is either on hire from a third party or Enreach UK Ltd depending on the terms set out in the Order. The Customer shall not become the owner of the Equipment at any time, unless they are a cash buyer and which point Title will pass on receipt of the purchase price in full. Otherwise, Title in the Equipment will remain with the Third Party or Enreach UK Ltd.

3.4 The Customer acknowledges Enreach UK Ltd reserves the right to make changes to equipment specification to that at point of sale to ensure the most optimal solution possible for the Customer. Such changes to be made at no additional cost to the customer

## 4. Delivery of Equipment

4.1 Enreach UK Ltd shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Enreach UK Ltd notifies the Customer that the Equipment is ready.

4.2 Delivery of the Equipment shall be completed on the Equipment's arrival at the Delivery Location.

4.3 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Enreach UK Ltd shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Enreach UK Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

4.4 If Enreach UK Ltd fails to deliver the Equipment, its liability shall be Ltd to the costs and expenses incurred by the Customer in obtaining replacement Equipment of similar description and quality in the cheapest market available, less the price of the Equipment. Enreach UK Ltd shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Enreach UK Ltd with adequate delivery instructions for the Equipment or any relevant instruction related to the supply of the Equipment.

## 5. Quality of Equipment

5.1 Enreach UK Ltd is not the manufacturer of the Equipment, but shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Enreach UK Ltd.

5.2 Enreach UK Ltd warrants that on delivery the Equipment shall conform in all material respects with its description.

## 6. Title and Risk

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 6.2 Title to the Equipment shall remain, as between the parties, with Enreach UK Ltd.
- 6.3 Until the Equipment is returned to Enreach UK Ltd, the Customer shall:
- 6.3.1 where on hire from Enreach UK Ltd, maintain the Equipment in a satisfactory condition, in good working order and keep them insured against all risk for their full value on Enreach UK Ltd's behalf from the date of delivery.
- 6.3.2 where on hire from Enreach UK Ltd, not make any alteration or modification to the Equipment without Enreach UK Ltd's prior written consent.
- 6.3.3 where on hire from Enreach UK Ltd, not to sell or offer to sell, assign, mortgage, lend or create any lien over the Equipment without the prior written consent of Enreach UK Ltd.
- 6.3.4 where on hire from Enreach UK Ltd, deliver up the Equipment to Enreach UK Ltd upon demand and if the Customer fails to do so promptly, Enreach UK Ltd may enter any premises of the Customer or a third party where the Equipment is stored in order to recover them.
- 6.3.5 where the Equipment is rented from any third party, comply with the terms of that third party rental agreement.
- 6.4 For the avoidance of doubt, any Equipment not returned to Enreach UK Ltd, or returned damaged, will be charged to the Customer at its then current replacement cost.

## 7. Supply of Services

- 7.1 Enreach UK Ltd shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Enreach UK Ltd aims to provide a continuous and high quality service to its Customers, however Enreach UK Ltd cannot guarantee a continuous fault free service. Enreach UK Ltd accepts no liability for any loss of service or loss of data caused by disruptions or delays in the Services provided or for any other reason.
- 7.3 Enreach UK Ltd use third party lines to supply the Services. If the Customer reports a fault with the line which is determined to be caused by either the Customer's equipment, or if no fault is found and Enreach UK Ltd incurs a cost from the third party provider, the Customer agrees to indemnify Enreach UK Ltd in relation to this cost.
- 7.4 Enreach UK Ltd shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services or delivery of the Equipment.
- 7.5 Enreach UK Ltd shall have the right to make any changes to or withdraw some or part of the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, or in the event of technological changes, obsolescence, differing or new product features, change in provider or a change to the method in which the Services are delivered, and Enreach UK Ltd shall notify the Customer in any such event.
- 7.6 Enreach UK Ltd warrants to the Customer that the Services will be provided using reasonable care and skill.

## 8. Maintenance Service

- 8.1 The Maintenance Service shall:
- 8.1.1 unless otherwise agreed in writing, apply only in respect of the Equipment and Services expressly stated in the Order to be subject to the Maintenance Service;
- 8.1.2 include where requested and relevant, the inspection, testing and diagnosis and repair of any fault in the Equipment or Services included within the Maintenance Service.
- 8.2 The Maintenance Service will typically operate between the hours of 9.00 am and 5.30 pm Monday to Thursday and 9.00 am to 5.00 pm Fridays. Out of hours cover may be available if agreed in writing by Enreach UK Ltd.
- 8.3 Enreach UK Ltd cannot guarantee any specific response or rectification times under the Maintenance Service nor that the Services or Equipment will operate without interruption or error. In many situations Enreach UK Ltd will be bound by the response times of its third party suppliers to any faults.
- 8.4 Enreach UK Ltd has no liability to the Customer in the provision of the Maintenance Service in relation to:
- 8.4.1 any fault arising from wilful damage, negligence, improper storage or use, abnormal working conditions, failure to follow Enreach UK Ltd's instructions (whether written or oral), misuse, alteration or repair of the Equipment without Enreach UK Ltd's written approval;
- 8.4.2 any delay in the execution of any repair;
- 8.4.3 defects caused by failures or surges in electrical power or the electrical supply service;
- 8.4.4 any defect arising as a result of a Force Majeure Event; or
- 8.4.5 circumstances where there are any sums owing from the Customer to Enreach UK Ltd.
- 8.5 The Maintenance Services do not include or cover:
- 8.5.1 damage to the Equipment caused by the negligence of the Customer, its employees, sub-contractors or any other person. If the Equipment is damaged in any of the circumstances listed above, the Customer shall pay for all parts and labour required to repair the Equipment.
- 8.5.2 any Equipment not being used in accordance with the manufacturer's published instructions or Enreach UK Ltd's instructions from time to time;
- 8.5.3 any Equipment that has been abused or mistreated, including being subject to unusual physical or electronic stress; and
- 8.5.4 any Equipment which has been repaired or attempted to have been repaired by the Customer or any third party.
- 8.5.5 Enreach UK Ltd reserve the right to make changes to the hardware provided if upon installation an alternative product is deemed more suitable to the customers specific requirements. The Customer shall not refuse, delay, obstruct or otherwise impair Enreach UK Ltd from making such changes and any such actions taken by the Customer constitute a material breach of this Agreement. Should Enreach UK Ltd consider that the Customer has acted in material breach of this Agreement, it shall be entitled to Terminate the Agreement and recover 100% of the remaining Charges due for the Term as well as any legal costs incurred in pursuing such Charges

## 9. Lines and Calls Service

- 9.1 For the purposes of calculating call charges:-
- 9.1.1 calls will be rounded up to the nearest minute of each call;
- 9.1.2 calls will be subject to the minimum call charge and/or a connection charge of Enreach UK Ltd applicable from time to time, as per our Standard Rates.
- 9.2 Details of the inclusive calls type and/or call volumes within bundle packages shall be set out in the Order. Any calls excluded from the bundle shall be charged at Standard Rates.
- 9.3 For the avoidance of doubt, any line rental or service charges set out in the Order do not include any Broadband Services or other services associated with the line unless specifically stated in writing.
- 9.4 Where a Customer has Directory Listing with their old supplier this will automatically be taken over by Enreach UK Ltd. Should the Customer wish to terminate their Services, additional charges for this will apply pursuant to Clause 14.14.

## 10. Hosted Services

- 10.1 We do not issue any IP address to be used with this Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw or change this address if for any reason the address ceases to be available.
- 10.2 We will provide you with an internet portal account through which the Service can be controlled online. We shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours in every day on every day of the year and we shall not be liable for any losses caused by any restrictions in such access.
- 10.3 If you request and we agree to upgrade your bandwidth of the underlying access then additional charges will apply and we will advise you of these at the time.
- 10.4 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances you should use a separate line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.
- 10.5 Where we agree that you may use your existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by us then it is your responsibility to ensure such access meets the necessary requirements and functionality as defined in the non-Gamma access Customer responsibilities document, a copy of which is available on request. Your failure to meet such requirements and functionality may result in quality and set up issues or may mean the hosted service will not work. Where we do not provide the access, you agree that all responsibility and liability for such access remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by access not provided by us then we will charge you for such site visit at the Standard Rates and any additional costs incurred as a direct result. Use of your own access will affect the demarcation point of the service.
- 10.6 Where we provide you with any of the user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and you have not allocated these features to a user then we reserve the right to recover such unallocated features from your account. You can replace these features or add additional features at any time.

## 11. Call Monitoring

- 11.1 Enreach UK Ltd may monitor and record calls made to or by the Customer for training purposes, to improve the quality of its customer services, to assist with complaint handling and in certain circumstances as part of the provision of some of the Services.
- 11.2 Enreach UK Ltd has the ability, at its sole discretion, to re-direct all of the Customer's calls to Enreach UK Ltd for the purpose of, but not limited to, programming the system to enable low cost calls.

## 12. Fraud Monitoring Service

- 12.1 Prices for the Fraud Monitoring Service are as specified in the Standard Rates.
- 12.2 Any customer making a claim under this service will be liable to pay an excess in line with the Standard Rates.
- 12.3 If the system is maintained by a third-party Enreach UK Ltd will only cover a maximum of £100 on the first occurrence only. Enreach UK Ltd will not cover any charges in relation to this after the first occurrence. It is the responsibility of the Customer to notify their third-party provider immediately so future fraudulent activity can be locked down via the system

## 13. Customer's Obligations

- 13.1 The Customer shall:
- 13.1.1 ensure that the terms of the Order are complete and accurate;
- 13.1.2 co-operate with Enreach UK Ltd in all matters relating to the Services;
- 13.1.3 provide Enreach UK Ltd, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation, utilities, cabling and other facilities as reasonably required by Enreach UK Ltd to provide and install the Services;
- 13.1.4 provide Enreach UK Ltd with such information and materials as Enreach UK Ltd may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 13.1.5 prepare the Customer's premises for the supply of the Services;
- 13.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 13.1.7 keep and maintain all materials, Equipment, telephones, handsets, headsets, documents and other property of Enreach UK Ltd ("**Enreach UK Ltd Materials**") at the Customer's premises in safe custody of its own risk, maintain Enreach UK Ltd Materials in good condition until returned to Enreach UK Ltd, and not dispose of or use Enreach UK Ltd Materials other than in accordance with Enreach UK Ltd's written instructions or authorisation;
- 13.1.8 provide Enreach UK Ltd with access to the Customer's computer system and IT support and such "Team viewer software" as is required to perform the Services;
- 13.1.9 ensure that any personal identification numbers (PINs) and passwords required for the Services are kept secure and confidential;
- 13.1.10 keep, maintain and make available to Enreach UK Ltd any operation manuals or documentation provided with the Equipment;
- 13.1.11 not change any user names or passwords without Enreach UK Ltd's prior written consent; and
- 13.1.12 not use the Services for any improper, immoral, offensive, fraudulent, illegal or unlawful purposes, including, without limitation spam and contravention of any licences or third party rights.
- 13.1.13 In respect of NT Connect and NT Recall (Call Recording System) it is the Customer's responsibility to maintain these systems by regular monitoring, ensuring the system is running correctly and recording correctly and taking backups where necessary. Enreach UK Ltd take no responsibility for the failure of these systems after installation or routine maintenance.
- 13.2 If Enreach UK Ltd's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 13.2.1 Enreach UK Ltd shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Enreach UK Ltd's performance of any of its obligations;
- 13.2.2 Enreach UK Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Enreach UK Ltd's failure or delay to perform any of its obligations as set out in this clause 13.2; and
- 13.2.3 the Customer shall reimburse Enreach UK Ltd on written demand for any costs or losses sustained or incurred by Enreach UK Ltd arising directly or indirectly from the Customer Default.
- 13.3 Enreach UK Ltd intends only to trade with businesses and therefore any Customer entitled to protection under the Consumer Contracts Regulations 2013 or any other consumer protection legislation as the same may be amended or revised from time to time (CPL), shall waive any rights it may be entitled to under the CCR and shall indemnify Enreach UK Ltd

against all liabilities, costs, expenses, damages, loss of profit, loss of reputation, legal costs and losses suffered or incurred by Enreach UK Ltd arising out of or in connection with any claim made or other right asserted under the CPL.

## 14. Charges and Payment

**14.1** The price for the Services shall be the prices set out in the Order or, if no price is quoted, the price set out in Enreach UK Ltd's published Standard Rates as at the date of delivery.

**14.2** In the event that the Customer exceeds the Monthly Usage Allowance, Enreach UK Ltd shall be entitled to charge the Customer for any excess usage.

**14.3** Enreach UK Ltd reserves the right to:

**14.3.1** increase its charges for each of the individual Services (if applicable), provided that such charges cannot be increased more than once in any 12 month period. Enreach UK Ltd will give the Customer notice of any such increase 30 days before the proposed date of the increase. Notice may be sufficiently provided if displayed on Enreach UK Ltd's website.

**14.3.2** in relation to any Maintenance Services and IT Support to increase these charges by 10% per annum without providing written notice.

**14.4** In respect of Services, unless otherwise agreed in writing, Enreach UK Ltd shall invoice the Customer:-

**14.4.1** monthly in advance for Maintenance Services, Broadband Services, Rental Services, Hosted Services and line rental; and

**14.4.2** monthly in arrears for call charges and any excess usage charges.

**14.5** The Customer shall pay each invoice submitted by Enreach UK Ltd by direct debit within 14 days of the date of the invoice.

**14.6** Enreach UK Ltd shall be entitled to charge an administration charge at the Standard Rates for the cancellation of a Customer's direct debit.

**14.7** Enreach UK Ltd shall be entitled to charge a monthly fee at the Standard Rates as a payment processing fee if the Customer chooses not to pay for the Services by direct debit.

**14.8** Enreach UK Ltd shall be entitled to charge a monthly fee at the Standard Rates if the Customer chooses to receive paper invoices for the Services.

**14.9** Where Enreach UK Ltd incurs site survey, provisioning, engineering or other fees (whether its own or to a third party) associated with meeting customer requirements and/or subsequently the line does not become operational for any reason then Enreach UK Ltd have the right to charge the customer fees of £120 per line together with any charges levied on Enreach UK Ltd by a third party in bringing the associated infrastructure up to the relevant standard.

**14.10** If the Customer instructs Enreach UK Ltd to cease or transfer the provision of their Services to a new provider Enreach UK Ltd has the right to charge the Customer a one off disconnection fee of £300.

**14.11** If the Customer instructs Enreach UK Ltd to make any changes to their Services/Equipment, which falls outside items covered by the Maintenance Agreement, additional charges will be incurred.

**14.12** Enreach UK Ltd reserves the right to charge rental for the use of telephone equipment after the end date of the finance lease agreement signed by the Customer.

**14.13** Where a Customer has Cloud Call Recording Storage, this will be charged at the standard rates after the introductory period

**14.14** Where the Customer requests the cancellation of a Directory Listing product, they will remain liable for the Directory Listing charges until the next publication of the phone book by BT when the listing will be deemed removed.

**14.15** In certain circumstances the Customer may benefit from reduced rates for the provision of the Services when paying by direct debit. If such direct debit is cancelled, for the avoidance of doubt, Enreach UK Ltd reserves the right to charge the Customer its then standard rates for the Services.

**14.16** Time for payment shall be of the essence of the Contract.

**14.17** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Enreach UK Ltd to the Customer, the Customer shall, on receipt of a valid VAT invoice from Enreach UK Ltd, pay to Enreach UK Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

**14.18** If the Customer fails to make any payment due to Enreach UK Ltd under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

**14.19** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Enreach UK Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Enreach UK Ltd to the Customer.

## 15. Data Protection

**15.1** **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**15.2** **Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

**15.3** **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by, or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
- (h) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

- (i) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

## 15.4 Mutual assistance.

Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 15; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

**15.5** **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 18.

## 16. Intellectual Property Rights

**16.1** All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Enreach UK Ltd.

**16.2** The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Enreach UK Ltd obtaining a written licence from the relevant licensor on such terms as will entitle Enreach UK Ltd to license such rights to the Customer.

**16.3** All Enreach UK Ltd Materials are the exclusive property of Enreach UK Ltd.

## 17. Confidentiality

A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 17 shall survive termination of the Contract.

## 18. Limitation of Liability: The Customer's Attention Is Particularly Drawn to this Clause

- 18.1** Nothing in these Conditions shall limit or exclude Enreach UK Ltd's liability for:
- 18.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 18.1.2** fraud or fraudulent misrepresentation;
  - 18.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 18.1.4** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 18.1.5** defective products under the Consumer Protection Act 1987.

**18.2** Subject to clause 18.1:

**18.2.1** Enreach UK Ltd shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

**18.2.2** Enreach UK Ltd's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the charges paid by the Customer in the previous six months.

**18.3** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**18.4** This clause 18 shall survive termination of the Contract.

## 19. Termination

**19.1** This Contract shall continue in force for the Term in relation to each of the Services being provided and shall continue thereafter unless terminated by either party upon receipt of 90 days written notice. If notice is not given, the Services shall continue on a 12 month rolling contract.

**19.2** In the event that the Customer terminates all or part of this contract before the expiry of the Term after Enreach UK Ltd has accepted the Customer's Order (except in accordance with clause 19.3), it is accepted and agreed that the Customer shall pay to Enreach UK Ltd the Early Termination Charge of:

**19.2.1** In relation to the Line and Calls Service, 100% of the remaining charges due for the Term. In the event the Customer cancels the Line and Calls Service, the Customer shall be liable to



pay to Enreach UK Ltd 100% of the remaining charges due for the Term and 100% of the average call spend from a period of 6 months prior to the cancellation date

- 19.2.2** In relation to all other Services (excluding Line and Calls Service), 100% of the remaining charges due for the Term
- The parties confirm that these Early Termination Charges represent a genuine pre-estimate of Enreach UK Ltd's loss taking into account (amongst other things) a discount for accelerated payment. Enreach UK Ltd's costs and charges Enreach UK Ltd will incur or has incurred under third party contracts.
- 19.2.3** In relation to termination charges paid previously by Enreach UK Ltd to transfer the Services to Enreach UK Ltd, we reserve the right to claw this sum back from the Customer should they terminate the Contract or any part of the Services early.
- 19.2.4** After the initial 12 month introductory period, additional Services are added to my existing Services and the Call Rate and Services Charges return back to the Standard Rates.
- 19.3** For the avoidance of any doubt, if this contract is terminated part way through a month any Early Termination Charges payable for that month must be paid in full and shall not be reduced pro rata.
- 19.4** Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 19.4.1** the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
- 19.4.2** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or Ltd liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 19.4.3** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 19.4.4** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 19.4.5** the other party (being an individual) is the subject of a bankruptcy petition or order;
- 19.4.6** a creditor of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 19.4.7** an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 19.4.8** the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 19.4.9** a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 19.4.10** any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.4.2 to clause 19.4.9 (inclusive);
- 19.4.11** the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 19.4.12** the other party's financial position deteriorates to such an extent that in Enreach UK Ltd's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 19.4.13** the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 19.5** Without limiting its other rights or remedies, Enreach UK Ltd may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 19.6** Without limiting its other rights or remedies, Enreach UK Ltd may suspend the supply of Services under the Contract or any other contract between the Customer and Enreach UK Ltd if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 19.4.2 to clause 19.4.13, or Enreach UK Ltd reasonably believes that the Customer is about to become subject to any of them.
- 19.7** On termination of the Contract for any reason:
- 19.7.1** the Customer shall immediately pay to Enreach UK Ltd all of Enreach UK Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Enreach UK Ltd shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 19.7.2** the Customer shall return all of Enreach UK Ltd Materials and any Equipment which have not been fully paid for or are rented (whether from Enreach UK Ltd or a third party). If the Customer fails to do so, then Enreach UK Ltd may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 19.7.3** any Early Termination Charges or other charges that Enreach UK Ltd has paid to third parties on behalf of the Customer shall become immediately repayable to Enreach UK Ltd from the Customer when the Contract terminates prior to the expiry of the Term;
- 19.7.4** the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 19.7.5** clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 19.8** If Enreach UK Ltd incurs charges in relation to debt recovery then the charges incurred by Enreach UK Ltd will be passed on to the Customer for payment.
- 20. Force Majeure**
- 20.1** For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of Enreach UK Ltd including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Enreach UK Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Enreach UK Ltd or subcontractors.
- 20.2** Enreach UK Ltd shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

- 20.3** If the Force Majeure Event prevents Enreach UK Ltd from providing any of the Services and/or Goods for more than 24 weeks, Enreach UK Ltd shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## 21. General

### 21.1 Changes to terms and conditions

- 21.1.1** Enreach UK Ltd reserves the right to amend its terms and conditions at any time on provision of the required notice period. Please refer to 21.3.4.

### 21.2 Assignment and other dealings.

- 21.2.1** Enreach UK Ltd may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 21.2.2** the Customer shall not, without the prior written consent of Enreach UK Ltd, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### 21.3 Notices.

- 21.3.1** any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 21.3.2** a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 21.3.3** the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 21.3.4** any changes to these Conditions will be either notified to you in writing, or via the Enreach UK Ltd's website from time to time.

### 21.4 Severance.

- 21.4.1** if any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 21.4.2** if any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

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

- 21.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 21.7 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 21.8 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Enreach UK Ltd.

- 21.9 Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 21.10 Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).