

STANDARD TERMS AND CONDITIONS

IF THESE TERMS AND CONDITIONS ARE TOO SMALL FOR YOU TO READ COMFORTABLY, PLEASE CALL CUSTOMER SERVICE ON 01506 530 393 AND WE WILL SEND YOU A LARGER PRINT VERSION.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

"**Acceptable Use Policy**" means the acceptable use policy of Wardman UK, as adopted and amended from time to time and published on the Website.

"**Act**" means the Communications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.

"**Agreement**" has the meaning set out in Clause 2.1 (Agreement).

"**Airtime Service Provider**" means a third party supplying airtime services to the Customer.

"**Applicable Law**" means all laws and regulations that apply to providing or receiving a Service including (without limitation) the Act.

"**Business Day**" a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business.

"**Commencement Date**" means the earlier of (a) the date when Wardman UK confirms to the Customer acceptance of a Purchase Order; and (b) the Services Start Date.

"**Customer**" has the meaning given in Clause 2.1.1 (Agreement).

"**Direct Debit**" means any request(s) for any payment or series of payments by bank direct debit payment method.

"**Extended Term**" has the meaning given in Clause 3.1.

"**Minimum Term**" means the minimum term which Wardman UK notifies the Customer in writing will be applicable to the Services (which shall include, for the avoidance of doubt, notification in the Purchase Order), failing which the minimum term shall be 36 months starting from the Services Start Date.

"**Mobile Services**" means the provision of services in relation to mobile telephony.

"**Purchase Order**" means the purchase order which the Customer issues to Wardman UK (in the form agreed between the Customer and Wardman UK) for the provision of Services.

"Purchased Equipment" means any equipment or products which the Customer purchases from Wardman UK in connection with the Services.

"Service Equipment" means the equipment or products (other than any Purchased Equipment) which Wardman UK provides to the Customer in connection with the Services.

"Services Start Date" means the date when Wardman UK first makes a Service available for use by the Customer.

"Services" means the services which Wardman UK shall provide to the Customer in accordance with this Agreement which may include (without limitation) Mobile Services, Purchased Equipment or Services Equipment.

"Term" has the meaning given in Clause 3.1.

"Wardman UK" means Wardman UK Limited, also trading as Wardman UK, a limited company incorporated under the Companies Acts in England and Wales (registered number 06826477) and having its registered office at c/o Trowers & Hamblins LLP 3 Bunhill Row, London, EC1Y 8YZ.

"Website" means Wardman UK's website at www.wardmanuk.com or such other website as may be operated by Wardman UK from time to time.

1.2 Clause headings shall not affect the interpretation of the Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written includes emails and faxes.

1.9 For the purpose of Clauses 12.2.1 (Suspension of the Services) and 13.1 (Termination), a breach shall be considered capable of remedy if the defaulting party can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

2. AGREEMENT

2.1 These terms and conditions apply to the agreement between:

- ✦ 2.1.1 you (the "Customer") named on the Purchase Order; and
- ✦ 2.1.2 Wardman UK, for provision of the Services set out in the Purchase Order and any additional Services as agreed in writing between the Customer and Wardman UK from time to time (the "Agreement").

2.2 The Agreement between the Customer and Wardman UK is made up of:

- ✦ 2.2.1 the Purchase Order;
- ✦ 2.2.2 these terms and conditions; and ✦ 2.2.3 the Acceptable Use Policy.

In the event of a conflict between the documents making up the Agreement, the documents will take priority in the order set out in this Clause 2.2 (Agreement) unless Wardman UK notifies the Customer in writing otherwise.

2.3 The Agreement 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 Wardman UK which is not set out in the Agreement. The Customer's terms and conditions, and all other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

3. TERM

3.1 Subject to Clause 3.2 (Term) and Clause 13 (Termination), the Agreement will commence on the Commencement Date and continue for the Minimum Term and thereafter for further periods each equivalent to the Minimum Term (each an "Extended Term") until terminated by either party giving to the other not less than 30 days' written notice, but not greater than 60 days' written notice, expiring at the end of the Minimum Term or at the end of any Extended Term as appropriate (the "Term").

3.2 Wardman UK will only commence providing the Services to the Customer once Wardman UK and, where appropriate, any third party supplier of the Services, have determined, at their sole discretion, that they are satisfied with the results of credit, identity and/or criminal bureau checks undertaken on the Customer. If Wardman UK or any third party supplier of the Services are not satisfied with the results of any credit, identity and/or criminal bureau checks undertaken on the Customer, Wardman UK will be entitled to terminate the Agreement immediately by giving written notice to the Customer.

4. SUPPLY OF SERVICES

4.1 Wardman UK will:

- ✦ 4.1.1 provide the Services with reasonable skill and care; and

- ✦ 4.1.2 comply with Applicable Law in the provision of the Services.

4.2 Where Wardman UK supplies software to the Customer as part of the Services, the software will be licenced to the Customer solely for use by the Customer in connection with the Services. The licence will automatically terminate on termination of the Agreement. Wardman UK does not warrant that the software will be error-free and the Customer hereby agrees to make proper back-ups of all data.

4.3 Wardman UK will use reasonable endeavours to supply the Services to the Customer by the date(s) agreed with the Customer and to continue to supply the Services during the Term. However, Wardman UK will not be liable for any damage or loss which the Customer may incur should the Services not commence or restart on the agreed date(s).

4.4 Wardman UK will provide Services to the Customer through any supplier which Wardman UK, at its sole discretion, engages.

4.5 In respect of Mobile Services, and unless Wardman UK advises the Customer otherwise in writing, the Customer shall enter into an agreement directly with the Airtime Services Provider and the Customer will be responsible for all aspects (including the management) of that airtime service agreement. Wardman UK shall provide reasonable assistance to the Customer in the management of the airtime service agreement.

5. CUSTOMER OBLIGATIONS

5.1 The Customer undertakes:

- ✦ 5.1.1 to comply with, and to protect, keep and use the Services in accordance with, all Applicable Law, the Acceptable Use Policy and all instructions and terms and conditions of Wardman UK and any third party suppliers of the Services;
- ✦ 5.1.2 to comply with the terms of any licence granted in favour of the Customer, whether by Wardman UK or otherwise, to use any software as part of the Services;
- ✦ 5.1.3 to keep the Service Equipment at the Customer's premises and not move it at any time without the prior written consent of Wardman UK;
- ✦ 5.1.4 in an emergency, to take whatever steps are reasonably necessary to protect the Service Equipment and to tell Wardman UK about the emergency as soon as possible;
- ✦ 5.1.5 to allow Wardman UK, its employees, agents and/or subcontractors to inspect, test and maintain the Service Equipment at reasonable times and upon reasonable notice;
- ✦ 5.1.6 to prevent any circumstance which is likely to damage the Service Equipment or reduce its performance or operation;
- ✦ 5.1.7 not to cause any attachments other than those approved for connection under the Act to be connected to any Service Equipment; and

- ✦ 5.1.8 to take out adequate cyber-crime insurance with a reputable insurer.

Any references to Service Equipment in this Clause 5.1 (Customer Obligations) will also be deemed to include the Purchased Equipment for so long as Wardman UK continues to own the Purchased Equipment or if the breach of this Clause in connection with the Purchased Equipment would, or could, affect the ability of Wardman UK to provide any Service under the Agreement.

5.2 The Customer will not, and shall procure that its employees, agents and subcontractors will not:

- ✦ 5.2.1 use the Services as a means of communication for a purpose other than that for which the Services are provided;
- ✦ 5.2.2 use the Services for the transmission or receipt of any material which is defamatory, offensive or of an abusive or menacing character or otherwise is in breach of the Acceptable Use Policy;
- ✦ 5.2.3 alter or in any way interfere with the Services, including (without limitation) connecting the Service Equipment to any equipment or device designed to divert electronic communications to a different provider; or
- ✦ 5.2.4 allow the Services to be repaired, serviced or otherwise attended to by any person other than a person authorised by Wardman UK.

5.3 The Customer warrants and represents that its own apparatus shall at all times conform to the standard or standards (if any) for the time being designated under Applicable Law and Wardman UK shall not be under any obligation to connect, or keep connected, any Customer apparatus if it does not comply with Applicable Law, or in the reasonable opinion of Wardman UK, it is likely to cause death, personal injury, damage or to impair the quality of any of the Services. Wardman UK shall have no liability resulting from the Customer not being able to use any of the Services if this is as a result of:

- ✦ 5.3.1 the Customer's apparatus not being compatible with the Services (including, without limitation, the Purchased Equipment or Service Equipment) or any third party's communications network; or
- ✦ 5.3.2 the Customer's apparatus failing, save in circumstances where the failure arises as a direct result of the negligence of Wardman UK.

5.4 The Customer warrants and represents that on the Commencement Date and at all times during the Term it has and shall continue to have more than ten employees. If at any time during the Term the Customer shall have ten employees or less:-

5.4.1 it shall immediately notify Wardman UK of such fact;

5.4.2 notwithstanding any other clause of the Agreement Wardman UK shall be entitled to terminate the Agreement immediately and with no liability upon giving written notice to the Customer; and

5.4.3 the Customer shall indemnify Wardman UK against any liabilities, costs, expenses, damages and losses suffered or incurred by Wardman UK as a result of, or in connection with the Customer having ten or less employees (including but not limited to any costs incurred as a result of Wardman UK having to enter into any mandatory arbitration process and any costs related to the termination of the Agreement pursuant to clause 5.4.2).

5.5 Before Wardman UK installs any Services, the Customer must take all necessary steps to back up its information and data. The Customer must follow all reasonable instructions provided by Wardman UK on preparing the Customer's apparatus and premises. Wardman UK will not be responsible for any loss or damage arising from the Customer's failure to follow these instructions.

5.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive, communications material or services similar to the Services by way of communication provision via the Services without the permission of Wardman UK in writing. For the avoidance of doubt, any use and/or provision of services using the Services which is deemed by the Airtime Services Provider as a gateway will be deemed to be a material breach of the Agreement by the Customer.

5.7 The Customer will not publicise any number in any way, or commit to any advertising or publicity, until such time as it has received from Wardman UK, in writing, confirmation that the number is live and tested. Where Wardman UK is supplying network services, the Customer must provide to Wardman UK details of all the related Services that it wishes to receive relating to any telephone number that the Customer wishes to use.

5.8 The Customer must give Wardman UK at least 30 days' written notice in the event that above average use of the Services is likely to occur. Wardman UK shall not be liable for failure and/or withdrawal of any part of the Services should such notice not be given by the Customer in accordance with this Clause 5.8 (Customer Obligations).

5.9 The Acceptable Use Policy forms part of the Agreement and includes any restrictions imposed on Wardman UK by any supplier to Wardman UK of the Services. The Acceptable Use Policy is designed to protect the level and quality of the services that Wardman UK offers to all of its customers and the Acceptable Use Policy permits Wardman UK to regulate the Customer's use of the Services.

5.10 The Customer authorises Wardman UK to send and/or resend CPS during the continuance of the Agreement, and the Customer hereby waives Wardman UK's obligation to notify the Customer of the same being done. If the Customer wishes to receive such notification then it must so inform Wardman UK in writing.

5.11 Controlling unauthorised access to the Customer's systems (including, without limitation, PBX, IT infrastructure and IT Services) is, and shall remain, the responsibility of the Customer.

5.12 Any calls that are routed by any means beyond the control of Wardman UK, and for which the Customer is invoiced by another supplier, will remain the responsibility of the Customer.

6. ACCESS TO PREMISES

6.1 To enable Wardman UK to comply with its obligations under the Agreement, the Customer shall allow or procure permission for Wardman UK, and any other person(s) authorised by Wardman UK, to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Wardman UK reasonably requires and shall at all times provide such reasonable assistance as Wardman UK requests.

6.2 Wardman UK will endeavour to carry out work by appointment and during normal working hours but may request the Customer to provide access at other times. If, at the request of the Customer, Wardman UK carries out work outside its normal working hours, the Customer will be responsible for paying Wardman UK's charges for the work and all additional costs which Wardman UK has incurred.

6.3 The Customer shall, at its own cost, carry out such site preparations as Wardman UK may reasonably require.

6.4 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, the Customer shall be responsible for paying Wardman UK's charges for the provision of the work at the hourly rate of £300 plus VAT and all additional costs which Wardman UK has incurred in connection with the provision of the work.

6.5 The Customer hereby duly authorises Wardman UK, its employees, agents and subcontractors to reprogram and or remove existing access equipment in order to provide the Services. The Customer shall be responsible for paying all associated costs.

6.6 Where any third party supplier charges Wardman UK for repairs (and/or engineering call out), and the fault is due to damage to the Customer's equipment, Wardman UK reserves the right to invoice the Customer for the amount of such charges together with an administration charge of £25.

7. TITLE AND RISK

7.1 Wardman UK will continue to own the Purchased Equipment until the Customer has paid Wardman UK the purchase price of the Purchased Equipment in full. Any references in this Clause 7 (Title and Risk) to Service Equipment shall include

Purchased Equipment for so long as Wardman UK continues to own the Purchased Equipment.

7.2 The Customer will be responsible for all loss of, or damage to, the Service Equipment once it has been delivered to the Customer.

7.3 The Customer must insure the Service Equipment against all relevant risks.

7.4 For the avoidance of doubt, the Service Equipment shall remain the property of Wardman UK or its suppliers at all times and, unless otherwise agreed in writing by Wardman UK, the Customer undertakes not to, and shall procure that its employees, agents and subcontractors will not:

- ✦ 7.4.1 sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the Service Equipment; and
- ✦ 7.4.2 use the Service Equipment as security for borrowing, or do anything else which would affect the rights of Wardman UK or its suppliers over the Service Equipment.

7.5 Any Service Equipment must be made available by the Customer for collection by, or on behalf of, Wardman UK on the termination of the Agreement.

8. CHARGES AND PAYMENT

8.1 Subject to the rest of this Clause 8 (Charges and Payment), the charges payable by the Customer for the Services will be such charges Wardman UK may notify the Customer from time to time by email or by post. Details of the Customer's current charges may be obtained by emailing Wardman UK at helpdesk@wardmanuk.com account details. Wardman UK shall be entitled to vary the current charges at any time upon giving the Customer seven days' notice, such notice to be given either on the Customer's monthly invoice or on the Website, and continued use of the Services by the Customer will be deemed to be the Customer's acceptance of any such changes.

8.2 All charges payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax ("VAT") chargeable from time to time. The Customer shall pay to Wardman UK 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.

8.3 Wardman UK shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within seven days of a request for the same.

8.4 Please note that there will be a minimum monthly usage charge and low usage charge for each of the Services. For the avoidance of doubt, usage charges payable by the Customer shall be calculated by reference to any data recorded or logged by Wardman UK or its service carrier and not by reference to any data recorded or logged by the Customer. Wardman UK shall be entitled to estimate the usage charges in

circumstances where the relevant data is not available to Wardman UK in a timely manner, and any estimated usage charge shall be reconciled on a subsequent invoice.

8.5 Where Wardman UK incurs provisioning, engineering or other fees associated with meeting the Customer's requirements and/or subsequently the line does not become operational for any reason then Wardman UK has the right to charge the Customer for these fees.

8.6 Wardman UK may charge the Customer, at an hourly rate of £300 plus VAT or such other hourly rate as Wardman UK may apply from time to time, for any work which Wardman UK undertakes in seeking to remedy any hack, intrusion, zero-day vulnerability, virus or defective software or hardware of, or on, the Customer's systems.

8.7 Please note that any work which Wardman UK undertakes on behalf of the Customer which is outside of working hours (being Monday to Friday, 8.45am to 5.15pm) will be charged to the Customer at an hourly rate of £300 plus VAT or such hourly rate as Wardman UK may apply from time to time.

8.8 The Customer will remain liable for all charges regardless of who uses the Services and whether the Services were used with the Customer's knowledge and consent or otherwise including (without limitation) any calls made by a rogue callers and calls made by any third party who has gained unauthorised access to the Customer's system.

8.9 Unless otherwise specified in writing by Wardman UK, the Customer agrees to pay Wardman UK's charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Wardman UK within 30 days of the Services Start Date. Where network connection and/or line rental services form part of the Services, the charges shall be paid in advance by the Customer on such dates as shall be notified to the Customer by Wardman UK. Unless otherwise specified in writing by Wardman UK, all other charges due by the Customer to Wardman UK shall be paid within seven days of the date of Wardman UK's invoice. The Customer shall not cancel a Direct Debit mandate for the payment of Wardman UK charges and/or budget plan payments without the prior written consent of Wardman UK.

8.10 Invoices paid by credit card shall incur an additional £5.00 or 3% charge of the transaction, whichever is the greater.

8.11 If the Customer fails to make any payment on the due date for any reason (including, without limitation, the cancellation or return of payment by the Customer's bank or the cancellation of a Direct Debit mandate) then, without limiting any other rights or remedies available to it, Wardman UK may:-

- ✦ 8.11.1 charge the Customer an administration fee of £25;
- ✦ 8.11.2 charge the Customer interest (both before and after any judgment) on the amount unpaid (including any accrued interest) at the rate of 3 per cent per

month, until payment in full (including any accrued interest on the unpaid amount) is made; and/or

- ✦ 8.11.3 amend the charges for the Services to the standard published usage charges from the time of such failure. For the purposes of this Clause 8.11 (Charges and Payment), a part of a month shall be treated as a full month for the purpose of calculating interest.

8.12 The Customer agrees to pay Wardman UK, in full and without any set-off, all sums due to Wardman UK under the Agreement.

8.13 The Customer authorises Wardman UK to vary the amount, frequency and time of any recurring payment or Direct Debit to such level as Wardman UK deem reasonably appropriate:

- ✦ 8.13.1 to take account of either an increase or decrease in the usage of the Services and/or the charges;
- ✦ 8.13.2 to reduce any indebtedness of the Customer to Wardman UK;
- ✦ 8.13.3 to include payments to account for any Services or charges; and/or
- ✦ 8.13.4 to such other operational matter affecting the Services as Wardman UK shall in its discretion deem reasonable.

8.14 The time of payment is of the essence of the Agreement and a failure to pay on time shall be deemed to be a material breach of this Agreement.

8.15 If the Customer has any dispute with regard to its charges, the Customer shall give written notice to Wardman UK of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges will be at Wardman UK's discretion and will be limited to the six months prior to the written notification being received by Wardman UK and remains at Wardman UK's sole discretion. Such notice must be received by Wardman UK before the due date for payment of the relevant invoice by the Customer, failing which the Customer shall be deemed to be in material breach of the Agreement and Clause 13.2.3 (Termination) shall apply together with Clause 8.11 (Charges and Payment) in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of the Agreement.

9. COMMISSION, CASH INCENTIVES AND REIMBURSEMENTS

9.1 Wardman UK may be paid commission (initially and on an ongoing basis) by third party providers for introducing the Customer. If any such commission is clawed back as a result of an act or omission of the Customer (including, without limitation, where an airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer), the Customer shall indemnify Wardman UK against any such claw-back and immediately on demand pay to Wardman UK an amount equivalent to that clawed-back.

9.2 Wardman UK may, at its sole discretion, agree to pay to the Customer a cash incentive, inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts, such invoices to be dated and delivered at the end of months 6, 12 and 18 of the relevant agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the minimum term. The Customer shall provide Wardman UK with such evidence as Wardman UK may reasonably require to evidence the continuation of the relevant agreement. Any cash incentive, inducement or subsidy which is payable to the Customer and has not been claimed by the Customer within 14 days from the end of the minimum term of the airtime service agreement shall become null and void.

9.3 Wardman UK may, at its sole discretion, agree to reimburse the Customer, in part or in full, of the charges which the Customer has incurred in transferring any Services to Wardman UK and/or its third party suppliers. In such circumstances, the Customer shall provide Wardman UK with copies of all invoice(s) evidencing the charges together with any additional evidence as Wardman UK may reasonably request. Any reimbursement which Wardman UK agrees to pay to the Customer:

- ✦ 9.3.1 must be claimed by the Customer within two months from the date of transfer, failing which no reimbursement shall be paid; and
- ✦ 9.3.2 must only be claimed in respect of such Services as remain live and have not had a notice of termination of agreement served at the date of the Customer's claim. The Customer shall be liable to immediately repay any such reimbursement to Wardman UK in the event that Wardman UK terminates this Agreement in accordance with Clauses 13.1 or 13.2.

10. INDEMNITY FOR BREACH

The Customer shall indemnify Wardman UK against any liabilities, costs, expenses, damages and losses suffered or incurred by Wardman UK as a result of, or in connection with, a breach by the Customer of this Agreement or any third party agreement which the Customer enters into in respect of the Services, including (without limitation) the claw-back of any payment which has been made by a supplier to Wardman UK in connection with an agreement between the supplier and the Customer.

11. LIMITATION OF LIABILITY

11.1 Nothing in the Agreement shall exclude or restrict the liability of either party for:

- ✦ 11.1.1 death or personal injury resulting from its negligence;
- ✦ 11.1.2 fraud or fraudulent misrepresentation; or
- ✦ 11.1.3 matters which cannot be restricted or excluded by law.

11.2 Neither party shall be liable to the other for any liabilities, costs, expenses, damages and losses suffered or incurred by the other party due to any cause beyond

the first party's reasonable control including without limitation any act of God failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public communication operators or other competent authority or supply of services by third parties.

11.3 If any of the Services fail to operate, and the Customer diverts traffic to another carrier, Wardman UK will not be responsible for that carrier's charges.

11.4 Wardman UK shall not be responsible to the Customer in contract, tort or otherwise for any:

- ✦ 11.4.1 loss of business;
- ✦ 11.4.2 loss of data;
- ✦ 11.4.3 loss of contracts, anticipated savings or profits; and ✦ 11.4.4 any other indirect or consequential loss whatsoever.

11.5 Wardman UK shall not be responsible to the Customer in contract, tort or otherwise for any liabilities, costs, expenses, damages and losses suffered or incurred by the Customer as a result of:

- ✦ 11.5.1 the Customer's systems being the subject of a hack, intrusion, zero-day vulnerability or virus; or
- ✦ 11.5.2 a defect in the software or hardware used by the Customer.

11.6 Wardman UK will have no liability whatsoever for any access, or for the bills resulting from Customer's failure to control access, to the Customer's systems (which shall remain the Customer's obligation as set out in Clause 5.11).

11.7 Wardman UK's liability in tort, contract or otherwise arising out of, or in connection with, the performance of Wardman UK's obligations under the Agreement in any 12 month period shall be limited to the charges paid by the Customer to Wardman UK during the relevant 12 month period.

12. SUSPENSION OF THE SERVICES

12.1 Wardman UK shall be entitled, for business, operational or technical reasons or in order to comply with any obligation imposed on Wardman UK by its licence or by any other competent authority (including any network provider), to withdraw or change any Services (including, without limitation, any telephone number or code or group of numbers or codes allocated to the Customer) whether on a temporary or permanent basis provided that Wardman UK gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

12.2 Without prejudice to any other rights or remedies which may be available to Wardman UK:

- ✦ 12.2.1 if the Customer is in material breach of the Agreement, Wardman UK may, at its sole discretion and upon giving the Customer written notice, elect to suspend, without compensation becoming due by Wardman UK, the provision of Services for a period not exceeding 14 days. If the breach is capable of remedy and is remedied by the Customer within the 14 day period then Wardman UK shall recommence the provision of Services. If the breach is not capable of remedy, or if so capable is not remedied within the period of 14 days, then Wardman UK shall have the option of either terminating the Agreement under Clause 13 (Termination) or of continuing the Services;
- ✦ 12.2.2 if the Customer cancels a Direct Debit mandate in respect of the payment of Wardman UK's charges and/or budget plan payments without the prior written consent of Wardman UK, Wardman UK may, at its sole discretion and upon giving the Customer written notice, elect to suspend, without compensation becoming due by Wardman UK, the provision of Services for a period not exceeding 14 days. If the Customer reinstates the Direct Debit mandate to the satisfaction of Wardman UK within the 14 day period then Wardman UK shall recommence the provision of Services. If the Customer does not reinstate the Direct Debit mandate within the period of 14 days then Wardman UK shall be entitled to terminate the Agreement immediately by giving written notice to the Customer;
- ✦ 12.2.3 if the Customer's call charges exceed the estimated call spend or the credit limit given to the Customer by Wardman UK, whichever is the lower, then Wardman UK reserves the right to request immediate payment of the excess amount and to demand in accordance with Clause 8.3 (Charges and Payment) a deposit be paid in such amount as Wardman UK shall deem to be reasonable. If payment is not made forthwith by the Customer, Wardman UK shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full; and
- ✦ 12.2.4 Wardman UK reserves the right to withdraw all or any of the Services at any time if the monthly charges to the Customer are not, in the opinion of Wardman UK, sufficient to make provision of the Services viable for Wardman UK.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which may be available to either party, either party shall be entitled forthwith to immediately terminate the Agreement by giving written notice to the other if:

- ✦ 13.1.1 the other commits a continuing or material breach of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

- ✦ 13.1.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this agreement); or
- ✦ 13.1.3 the other party ceases, or threatens to cease, to carry on business.

13.2 Wardman UK may terminate the Agreement immediately by giving written notice to the Customer if:

- ✦ 13.2.1 any licence or agreement under which Wardman UK or the Customer has the right to run its communications system and, in the case of the Customer, connect it to the Wardman UK system, is revoked, amended or otherwise ceases to be valid;
- ✦ 13.2.2 the Customer is suspected, in the reasonable opinion of Wardman UK, of involvement with fraud or attempted fraud in connection with use of the Equipment and/or Services or this Agreement;
- ✦ or
- ✦ 13.2.3 Wardman UK reasonably suspects that the Customer is unable to pay, or is refusing to pay, Wardman UK charges and/or budget plan payments.

13.3 Wardman UK may terminate this Agreement by giving not less than six months' written notice to the Customer.

13.4 A waiver by either party of a breach of a provision of the Agreement shall not be considered as a waiver of a subsequent breach of the same or another provision.

13.5 The Customer shall indemnify Wardman UK for any liabilities, costs, expenses, damages and losses which Wardman UK suffered or incurred by Wardman UK as a result of the Customer:

- ✦ 13.5.1 giving less than the specified amount of written notice to terminate the Agreement set out under Clause 3.1 (Term);
- ✦ 13.5.2 terminating the Agreement prior to the expiry of the Term;
- ✦ 13.5.3 cancelling or ceasing to use any of the Services (including reduced usage) during the Term; and
- ✦ 13.5.4 failing to achieve any minimum call spend.

Where the Customer has given less than the specified amount of written notice to terminate the Agreement, Wardman UK's losses will include loss of revenue for the balance of the Minimum Term or Extended Term based upon an average of six calendar months bills of the Customer in which periods the Customer has made full use of the Services (or such lesser period as is available).

13.6 Without prejudice to Wardman UK's rights under Clause 13.5 (Termination), where the Customer cancels or ceases to use any of the Services, Wardman UK reserves the right to increase its charges for the remaining Services.

13.7 Upon termination of the Agreement for any reason, Wardman UK will be entitled to invoice the Customer for all costs and expenses incurred by Wardman UK as a result of, or in connection with termination including (without limitation):

13.7.1 Wardman UK's charges for:

- ✦ 13.7.1.1 disconnecting and/or removing any Service Equipment and hardware associated with the Services;
- ✦ 13.7.1.2 removing Beacon and any other remotely managed software;
- ✦ 13.7.1.3 removing Microsoft Office 365; and
- ✦ 13.7.1.4 reconfiguring the Customer's system; and

13.7.2 any charges which have been levied on Wardman UK by third party suppliers.

13.8 Wardman UK will have the right to charge the Customer for any continued use of the Services following termination of the Agreement. The charges will be based upon Wardman UK's standard published usage charges and payment will be due by the Customer immediately upon demand.

13.9 Clauses which expressly, or by implication, survive termination of the Agreement shall continue in full force and effect.

14. CONFIDENTIALITY

14.1 The Customer shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Wardman UK and its employees, agents and subcontractors, and any other confidential information concerning Wardman UK's business or its products or services which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Wardman UK under this Agreement, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

14.2 Clause 14.1 (Confidentiality) shall survive termination of the Agreement, however arising.

14.3 It is acknowledged and agreed that Wardman UK will monitor and record information relating to a Customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.

15. NOTICES

15.1 Unless otherwise expressly provided for in this Agreement, any notice or other communication given to a party under or in connection with the Agreement 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 15 (Notices), 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.

15.2 A notice or other communication shall be deemed to have been received:

- ✦ 15.2.1 if delivered personally, when left at the address referred to in Clause 15.1 (Notices);
- ✦ 15.2.2 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;
- ✦ 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- ✦ 15.2.4 if sent by fax or e-mail, one Business Day after transmission.
- ✦ 15.3 The provisions of this Clause 15 (Notices) shall not apply to the service of any proceedings or other documents in any legal action.

16. VARIATION

16.1 Subject to Clauses 16.2 and 16.3 (Variation), and except where expressly provided for elsewhere in this Agreement, no changes to the terms of the Agreement will be effective unless it is agreed in writing by Wardman UK and the Customer.

16.2 Wardman UK reserves the right to change the provider of any of the Services at any time.

16.3 Wardman UK reserves the right to change the terms of the Agreement at its sole discretion by giving the Customer not less than 14 days' written notice (which, for the purposes of this Clause 16.3 (Variation), may be given on the front page of the monthly invoice and/or on the Website) and continued use of the Services thereafter will be deemed acceptance of such changes.

17. GENERAL

17.1 If any provision of the Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this agreement and the remainder of the provision in question shall not be affected.

17.2 The Customer shall not assign, sub-license, delegate or otherwise deal with all or any of its rights and obligations under this Agreement without Wardman UK's prior written consent. Nothing in the Agreement shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include any Wardman UK trade marks) other than strictly in accordance with the terms of the

Agreement. For the avoidance of doubt, the Customer shall not be entitled to sublicense any such software or other intellectual property right.

17.3 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

17.4 Where the Customer is a Consumer, the Customer has the right to take unresolved complaints to an approved Alternative Dispute Resolution agency eight weeks after the complaint was made. Ombudsman Services is an independent approved Alternative Dispute Resolution agency which provides this service free of charge.

17.5 The laws of England and Wales shall govern the Agreement and both parties agree to submit to the exclusive jurisdiction of the English Courts.