

BSAS (TELECOMS) LIMITED (co. no 04129178)

of

Systems House Chippenham Hill, Moulton, Newmarket, Suffolk, England, CB8 7PL

- 1 These are the terms and conditions on which we will provide our goods and services to you. They supercede all prior agreements, understandings and representations.
- 2 We will provide to you such of the data services, telephony services, mobile services and telephony hardware and maintenance services as are identified in your order form or as we otherwise agree in writing. The goods and services may be supplied in one or more instalments each of which shall give rise to a separate payment obligation.
- 3 We shall not be liable for any losses or costs that arise due to:
 - (i) late delivery of our goods or services;
 - (ii) incomplete or non-performance of our obligations to you due to the acts or omissions of you or any third party including but not limited to our suppliers;
 - (iii) the incompatibility of the goods or services supplied by us with those items that you ask us to connect them to;
 - (iv) any loss of service whether through a fault or suspension of service due to non-payment of invoices;
 - (v) loss of your data; or
 - (vi) making good or redecoration required following our installation work.
- 4 All equipment supplied by us:
 - (i) is at your risk immediately on delivery; and
 - (ii) remains our property until paid for in full and until it becomes your property you will:
 - (a) hold it on our behalf, keep it safe, identified as our property and insured and return it to us on request unless we direct otherwise in writing; and
 - (b) permit us access to your premises to collect and remove the equipment whilst still remaining liable to pay the full price due under our contract.
- 5 If you fail to take delivery of the goods or services at the times stated for delivery or fail to give us adequate delivery instructions, then without limiting any other right or remedy available to us we may:
 - (i) store the goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; and/or.
 - (ii) sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge you for any shortfall below the price of this agreement.
- 6 The supply of our goods and services is dependent upon you:
 - (i) providing appropriate networks and hardware on which they can operate;
 - (ii) securing all third-party licences and permissions as are required to operate your business in conjunction with the goods and services supplied by us; and
 - (iii) complying with all policies and procedures that we publish on our website (www.bsas.co.uk) from time to time.
 - (iv) allowing us or our agents proper access to site for installation
- 7 All wiring/cable installation will be surfaced clipped unless otherwise agreed by us in writing.
- 8 You accept that our services will not be uninterrupted or error free.
- 9 You agree not to:
 - (i) use any goods or services provided by us:
 - (a) otherwise than in compliance with the law and the requirements of any regulators
 - (b) for any purpose that will result in the transmission or storage of data that is pornographic, obscene, defamatory, menacing or of offensive nature; or
 - (c) for any advertising or promotional purpose which may significantly increase traffic over your networks without giving us not less than two working days prior written notice; or
 - (d) in connection with any equipment or systems other than those items identified in your order form or otherwise agreed with us in writing; or
 - (ii) permit any third party to service, repair, adjust or alter the equipment or software supplied by us.
- 10 You hereby agree to indemnify and keep us indemnified both during the term of this agreement and after its termination for all and any losses we may incur by reason of you or someone you are responsible for breaching the terms of our agreement.
- 11 You will provide to us all such information and access to your employees, representatives, systems and premises as we may reasonably request in order for us to be able to supply or recover our goods and perform our services.
- 12 The ownership of all intellectual property supplied by us including but not limited to telephone numbers, URLs, domain names, email addresses and hosting service software remains with us and you have no right to allow anyone else to use them or to use them for any purpose other than that set out in our contract with you. You will not (save as permitted by law) copy, decompile or modify any software supplied by us
- 13 You will pay:
 - (i) the costs and fees set out in the order form or otherwise agreed in writing by us plus any increase in such fees that we may introduce at any time during the term of our agreement up to a maximum annual increase equal to the increase in the Consumer Price Index plus 1% that we may notify you in writing from time to time (telephony maintenance agreements have a set 2% increase per annum); or
 - (ii) in the absence of an order form or other written agreement with us or if the use of the goods or services provided by us exceeds those stipulated in the order form or otherwise agreed in writing by us the costs and fees set out on our website for the provision of such goods and services; or
 - (iii) additional costs and charges incurred by us where the failure of a third-party provider of goods or services fails to supply or connect them on an agreed date which results in additional work for us at the rates stipulated on our website or if not so stipulated incurred by us with third parties
 - (iv) any usage charges incurred, whether through legitimate business use or in the event you suffer any form of fraudulent activity that results in excess usage chargesplus in relation to the provision of maintenance services any increase in the cost of services or goods supplied to us that are required to give effect to the maintenance service plus in relation to all costs and fees any VAT or similar taxes. Payment is to be made within 30 days of invoice unless agreed otherwise in writing. Interest shall be payable (both before and after judgement) on

- any late payment at the rates set out in The Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Failure to pay within the terms detailed above may lead to a suspension of service.
- 14 Your commitment to pay for the services ordered at the price detailed, for the term detailed, commences from the date you sign the order form. Any minimum term starts from the installation date of the services ordered. There is no provision for you to cancel this agreement during or before the installation of the services. Should you choose to do so then you will be liable for the full charges for the full term of the agreement.
- 15 We may suspend this contract without liability if we are:
- (i) of the opinion that you have or are about to breach the terms of this agreement; or
 - (ii) unable to perform our obligations due to circumstances beyond our control.
- 16 We may make any changes in the specification of the goods or services which are required to conform with any applicable statutory or E.U. or other legal requirements or, where the goods or services are to be supplied to our specification and the changes do not materially affect their quality or performance
- 17 We may terminate this agreement by serving not less than 30 days written notice on you and you may terminate this agreement by serving not less than 90 days written notice on us provided that you shall not be entitled to serve such notice until the expiry of any committed period of time or committed expenditure that is set out in your order form or otherwise agreed in writing between us.
- 18 We may terminate this agreement with immediate effect if you are in material or persistent breach of its terms.
- 19 Any termination of this contract is without prejudice to our accrued rights and the obligations on you to comply with its terms.
- 20 Upon termination of all or any part of this contract any email addresses, telephone numbers, URLs and domain names provided as part of our services will be deleted and we will have no responsibility to retrieve any data for you.
- 21 Both during the term of this agreement and after its termination each party shall keep the confidential information of the other confidential unless:
- (i) required to disclose such information as a matter of law or to comply with the requirements of regulators; or
 - (ii) such information becomes available without restrictions as to confidentiality (otherwise by reason of a breach of the confidentiality provisions in this agreement).
- 22 You agree that we and third party processors appointed by us may use data including Personal Information as defined in the data protection legislation relating to you, your officers and those for whom you process data to provide our services in accordance with our data protection policy that may be amended from time to time and is available on our website (www.bsas.co.uk).
- 23 We shall not be responsible for any omissions or shortages unless you notify us within 48 (forty-eight) hours of receipt or completion of installation of the goods (in the event that we are responsible for the installation) quoting any references and delivery note numbers.
- 24 If you purchase from us and we supply to you faulty equipment we will at no additional cost to you provide a "like for like" replacement provided that you return the faulty equipment to us by registered post or special delivery within 28 calendar days of its delivery to you (the "Warranty Period") provided that:
- (i) if you fail to return the faulty equipment to us within the Warranty Period, we reserve the right to charge you the full cost for the replacement equipment in addition to the charges due for the original equipment;
 - (ii) if the exact same equipment is not in stock then we will provide you with a substantially similar product;
 - (iii) we will have no liability under any of this warranty if any charges are due from you under the contract and are unpaid;
 - (iv) if a claim is made outside the Warranty Period, we may at our sole discretion replace or repair the equipment subject to your payment of our standard charges;
 - (v) if you return equipment to us in accordance with this clause 23 and have either failed to take reasonable care of the equipment while it remained in your possession or failed to return all the relevant cables and appropriate ancillary equipment or software supplied to you with the equipment, you will pay to us the full replacement cost of such equipment, cables, ancillary equipment and software;
 - (vi) we will not replace any equipment that becomes faulty as a result of any damage caused to it through your negligence or wilful default and in such circumstances, you will be responsible for the cost of any replacement supplied by us.
- Other than as set out above, we will be under no other obligation to exchange, repair or replace the equipment supplied by us or provide any refunds except in accordance with the provision of any maintenance service purchased by you from us.
- 25 We will provide, subject to these standard terms and conditions such of the maintenance services that are set out in the relevant schedule included within this agreement or posted on our website (www.bsas.co.uk) that we have specified as purchased by you in your order form or otherwise agreed in writing with you to provide.
- 26 In the event that you have a claim against us:
- (i) we do not limit our liability for any claim relating to death or personal injury caused by our negligence or the negligence of those for whom we are responsible or for any other loss that we are prohibited by law from limiting our liability for;
 - (ii) subject to the provisions of clause 25(i) we shall not have any liability to you
 - (a) unless proceedings are issued within 12 months of the event giving rise to the claim;
 - (b) for any loss of profits, business, goodwill, anticipated savings, or consequential loss or damage;
 - (c) for any losses that exceed the charges paid by you in the 12 months immediately preceding the date on which the event giving rise to the claim occurred; and
 - (d) subject to the provisions of clause 25(ii)(c) for any losses that exceed £500,000; and
 - (e) in respect of any defect in the goods or services supplied by us resulting from the following: fair wear and tear; rain, water or other liquid damage; accidental or wilful damage; negligence; abnormal working conditions; failure to follow the manufacturer's instructions (whether oral or in writing); or misuse or alteration or repair of the Equipment without the manufacturer's and our approval.
- 27 If any provision of this contract is held to be invalid in whole or part such provision will be deemed not to form a part of the contract. In any event the enforceability of the remainder of the contract will not be affected.
- 28 You may not assign, sublet, charge, pledge by way of security or otherwise share or transfer the goods or services made available by us to you under this contract. We may assign, sub-contract or delegate our obligations.
- 29 This contract will be construed in accordance with and governed by the laws of England and in the event of any dispute relating to or arising from this contract the parties agree to submit to the exclusive jurisdiction of the English Courts.