



TERMS AND CONDITIONS

Booklet V1.2

I confirm that a signed copy of the Absolute IP Terms and Conditions booklet has been received and retained by both the customer and a Absolute IP representative

Signed by and on behalf of

Company Name _____ Date _____

Signature _____ Name _____

Signed by and on behalf of

Absolute IP Limited Date _____

Signature _____ Name _____

Conditions of Sale – Order Form

1. Within this agreement, the definitions used will have the same meaning as those detailed within the Rental Agreement.
2. Supplier means: - Absolute IP Limited, a Limited company incorporated and registered in England and Wales with company number 10197089 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA.
3. According to this Rental Agreement, the terms make it clear that they may be transferred or assigned to Absolute IP Limited at any time during the fixed period and at the absolute discretion of the hirer. Where this happens, Absolute IP Limited will be entitled to enforce the terms of the Rental Agreement as if Absolute IP Limited was a signatory to the said agreement. Therefore, either Absolute IP Limited or hirer will provide notice of any variation to the way in which the rentals are to be made.
4. Orders for the rental of equipment which have been accepted by Absolute IP Limited may be cancelled subject to the following. They may be exceptionally cancelled with Absolute IP Limited's written agreement. However, this is subject to you indemnifying Absolute IP Limited for the administration costs of dealing with your order (the cancellation charge). This charge is based on the equivalent of two quarterly rentals and is the sum which will be immediately due to Absolute IP Limited where notice of cancellation has been given. It is agreed with the customer as being proportionate and a reasonable charge within the circumstances.
5. At any time during the contractual term of this agreement Absolute IP Limited can change the terms and conditions (including charges). All changes will be published on line on the Absolute IP Limited Website www.absoluteip.co.uk giving at least 2 weeks' notice before the change is to take effect.
6. The customer is responsible for terminating any existing agreements with current suppliers prior to Absolute IP Limited, Absolute IP Limited are not responsible for the terminations of such agreements and will not be held accountable for any additional charges accrued should the customer fail to do this.
7. The customer is required to provide Absolute IP Limited with proof of payment for any early termination charges, a copy of the invoice from the losing provider along with an invoice to Absolute IP Limited within 90 days of the commencement date of this agreement. Absolute IP Limited will not consider payment for any charges after the 90 days
8. Your dated signature to this Agreement is a representation that you are not an individual in line with the Consumer Credit Act 1974 and are instead a Body Corporate. You hereby agree to the terms and conditions set out within this agreement and the Rental Agreement.
9. If the Rental Agreement has been transferred or assigned to Absolute IP Limited, then Absolute IP Limited has the discretion to accept the cancellation charge by way of settlement of all monies otherwise owed to Absolute IP Limited where the Rental Agreement has been terminated.

NETWORK LINE RENTAL AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION
 - 1.1 In this Contract the following terms have the definitions shown next to them:
 - "Supplier": Means Absolute IP Limited, a Limited Company registered in England and Wales with company number 10197089 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA
 - "Equipment" equipment (including any software) placed by Absolute IP Limited at the premises to supply the Service.
 - "Call" a signal, message or communication that is silent, spoken or visual.
 - "Conditions" these terms and conditions for Absolute IP Limited business service.
 - "Contract" these Conditions, the Service Guarantee. This Contract begins on the date that Absolute IP Limited accepts the Customer's request for Service.
 - "Customer" the person with whom Absolute IP Limited contracts to provide the Service.
 - "Customer Equipment" equipment that is not part of BT's network and which the customer uses or plans to use with the Service.
 - "Minimum Period" the first 12 months of the Service, (or any other period as highlighted within this Agreement).
 - "Premises" the place at which Absolute IP Limited agrees to provide the Service.
 - "Service" the facility to make or receive a Call (or both) and any related services listed that Absolute IP Limited agrees to provide to the Customer under this Contract.
 - "Service Failure" the continuous total loss of the facility to make or receive a Call or of any related service provided to the Customer under this Contract.
2. PROVIDING THE SERVICE
 - 2.1 The Service will be provided by Absolute IP Limited by the date agreed with the Customer.
 - 2.2 Occasionally, for operational reasons, BT may have to change the codes or the numbers given to the Customer, or interrupt the Service. BT will restore the interrupted Service as quickly as possible. The Customer accepts that occasionally BT will provide instructions regarding the Service. The Customer must follow these instructions. Absolute IP Limited may take instruction from a person who it thinks, with good reason, is acting with the Customer's permission.
3. PHONE BOOK AND DIRECTORY ENTRIES
 - 3.1 Within the Service, a telephone number is provided. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
 - 3.2 BT may agree to a special entry in the BT Phone Books at an additional charge.
 - 3.3 The Customer does not own any number nor has any right to sell or to agree to transfer any number provided to it by Absolute IP Limited and BT.
4. MANAGING THE SERVICE

- 4.1 Where a fault is reported by the customer in the Service, Absolute IP Limited will respond in line with the level of repair service the Customer has chosen. If Absolute IP Limited or BT agrees to work outside the hours covered by the repair service the Customer has chosen, the Customer must pay Absolute IP Limited additional charges for doing so. If the Customer reports a fault and Absolute IP Limited finds that there is none, or that the Customer has caused the fault, Absolute IP Limited may charge the Customer for any work undertaken to discern the reported fault.
5. **MONITORING CALLS**
Calls relating to customer services and telemarketing are monitored and recorded by Absolute IP Limited this is done for training purposes and to improve the quality of its customer services.
6. **ACCESS TO AND PREPARING THE PREMISES**
- 6.1 The Customer agrees to prepare its Premises according to any instructions either Absolute IP Limited or BT may give, and provide BT with reasonable access to the Premises.
- 6.1.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.
- 6.2 If Absolute IP Limited or BT need to cross other people's land, or put BT equipment on their property, (for example a neighbour or landlord), the Customer agrees to obtain their permission.
- 6.3 Absolute IP Limited and BT will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Absolute IP Limited and BT.
- 6.4 The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.
- 6.5 The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf.
- 6.6 The customer agrees to allow BT access to their premises for all confirmed appointments and to ensure that someone is on site to provide access between the hours of 8.00am and 6.00pm.
- 6.7 The Customer will be charged should a BT appointment be missed, the BT engineer be denied access or the fault be proven to be with the customer i.e. non BT maintained equipment, internal networking, any defect arising due to circumstances beyond the sellers reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action, import regulations or embargoes.
7. **CUSTOMER EQUIPMENT**
- 7.1 Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must get BT's permission.
- 7.2 Any Customer Equipment must be:
(a) technically compatible with the Service and not harm BT's network or another customer's equipment;
(b) Connected and used in line with any relevant instructions, standards or laws.
8. **MISUSING THE SERVICE**
- 8.1 It is absolutely prohibited for anyone to use the Service:
(a) Fraudulently or in connection with a criminal offence; or
(b) To make offensive, indecent, menacing, nuisance or hoax Calls
- 8.2 The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Absolute IP Limited can take if this happens is explained in paragraph 11. If a claim is made against Absolute IP Limited because the Service is misused in this way, the Customer must reimburse Absolute IP Limited in respect of any sums Absolute IP Limited is obliged to pay.
9. **CHARGES AND DEPOSITS**
- 9.1 Unless paragraph 9.4 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears.
- 9.2 Absolute IP Limited will send its first invoice shortly after providing the Service, then every month on the same date where possible.
- 9.3 Absolute IP Limited reserves the right to amend the frequency of the invoices and to submit interim invoices if it so chooses. Sometimes Absolute IP Limited may send the Customer an invoice at a different time.
- 9.4 If the Customer orders a temporary Service, Absolute IP Limited may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.
- 9.5 Absolute IP Limited will send invoices for the Services supplied to the customer to the email address detailed and requested by the customer on the Network Agreement.
- 9.6 Invoices sent via the post will be subject to an £5.00 monthly surcharge.
- 9.7 The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Absolute IP Limited's invoice.
- 9.8 If the customer fails to pay any part of the aforesaid charges in accordance with these terms and conditions, Absolute IP Limited reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time calculated from the invoice date until the date of actual payment.
- 9.9 Customers are required to pay via Direct Debit; payments not made by Direct Debit will be subject to an £8.00 monthly surcharge.
- 9.10 The customer is responsible for terminating any existing agreements with current suppliers prior to Absolute IP Limited, Absolute IP Limited are not responsible for the terminations of such agreements and will not be held accountable for any additional charges accrued should the customer fail to do this.
- 9.11 The customer is required to provide Absolute IP Limited with proof of payment for any early termination charges, a copy of the invoice from the losing provider along with an invoice to Absolute IP Limited within 90 days of the commencement date of this agreement. Absolute IP Limited will not consider payment for any charges after the 90 days.
10. **CANCELLING OR TERMINATING THIS CONTRACT**
- 10.1 The customer is aware that upon signing this contract, Absolute IP Limited will process the transfer for the lines immediately, the customer is also aware that there is no cooling off period.
- 10.2 The customer is aware that upon signing the agreement, the contract term agreed now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after but will be subject to the early termination charge 'clause' 10.4.
- 10.3 This Contract can be ended by:
(a) The Customer upon 90 days written notice to Absolute IP Limited further to the Minimum Term expiring; or
(b) Absolute IP Limited on one month's written notice to the Customer.
- 10.4 If this Contract ends during the Minimum Period the Customer must pay Absolute IP Limited the early termination charge, which will equal the remainder of rentals payable for the Minimum Period including the Termination period. The suppliers shall invoice the customer for 100% of the rentals due based on an average charge over the last 3 months billing to the customer.
- 10.5 This Network Line Rental Agreement shall be automatically extended for a further period of 12 months after the end of the agreement term unless the customer serves notice to terminate this Network Line Rental Agreement, such notice to be served at least 90 days before the end of the agreement term.
A notice given to a party under this clause 10.5 shall be:
(a) Sent to the party for the attention of the (Managing Director) at the Registered Address specified for Absolute IP Ltd at Companies House ; and
(b) Sent by recorded delivery
11. **IF THE CUSTOMER BREAKS THIS CONTRACT**
- 11.1 Where one of the following applies, Absolute IP Limited can suspend the Service or end this Contract (Or both) at any time without notice:

- (a) Absolute IP Limited reasonably believes that the Service is being used in a way forbidden by paragraph, this applies even if the Customer does not know that the Service is being used in such a way.
- (b) The Customer breaches this Contract or any other Agreement the Customer has with Absolute IP Limited and fails to put right the breach within a reasonable time of being asked to do so.
- (c) bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.
- 11.2 If the Customer does not pay a bill, Absolute IP Limited will generally not suspend the Service or end the Contract until 10 days after the payment due date. However, sometimes Absolute IP Limited may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.
- 11.3 The customer agrees to pay reasonable costs of £15.00 per line in the event that the service is suspended due to non-payment. The service shall be reinstated on receipt of cleared funds for the overdue invoice.
- 11.4 If the Service is suspended, Absolute IP Limited will tell the Customer what needs to be done before it can be re- instated. However the Customer must continue to pay rental charges whilst this Contract continues. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.
12. LIMITS OF LIABILITY
- 12.1 Absolute IP Limited do not and are unable to warrant that the Service will never be faulty. The supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract, but the supplier shall have no further liability whatsoever. The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the Telephone Numbers and Lines Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause 12.2 forthwith to the Company.
13. MATTERS BEYOND ABSOLUTE IP LIMITED'S REASONABLE CONTROL
- 13.1 Sometimes Absolute IP Limited may be unable to do what it has agreed because of something beyond its reasonable control.
- 13.2 If this happens, Absolute IP Limited is not liable to the Customer. However, Absolute IP Limited will try to provide Call Diversion to the Customer.
14. CHANGES TO THIS CONTRACT
- 14.1 Absolute IP Limited can change the Terms and Conditions (including the charges) at any time.
- 14.2 Absolute IP Limited will publish details online on Absolute IP Limited website www.absoluteip.co.uk at least 30 days before the change is to take effect.
15. TRANSFERING THIS CONTRACT
- 15.1 Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.
16. THIRD PARTY RIGHTS
- 16.1 The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
17. NOTICES
- 17.1 Where the parties need to communicate with each in writing, they must follow the following protocol:-
- (a) To Absolute IP Limited at the address shown on the bill or any address which Absolute IP Limited provides to the customer.
- (b) To the Customer at the address to which the Customer asks Absolute IP Limited to send invoices, the address of the premises or, if the Customer is a limited company, its registered office.
18. THE SERVICE GUARANTEE
- 18.1 Absolute IP Limited undertakes to guaranteee:
- (a) To set into place a repair to a Service Failure in line with the repair service the Customer has chosen.
- (b) The price promise guarantee as detailed in 18.2
- (c) Call Diversion - as described in paragraph 18.2.2. This is only available if it is reasonably practicable, and technical restrictions may sometimes prevent BT from offering this option.
- 18.1.1 Absolute IP Limited offer of the Price Promise guarantee will be subject to the following conditions.
- (a) The customer provides an official quotation from the competitor to include; headed paper, signed by authorised signatory, like for like quotation.
- (b) The quotation must be like for like against the line rental/service charges and the call tariff. The quote will be matched in full, we do not offer the option to select individual destinations.
- (c) Absolute IP Limited Price Promise guarantee applies solely to the lines/services on the lines and the calls.
- (d) Absolute IP Limited has 30 days to action the completed competitor quotation.
- 18.2 Where call diversion is provided by Absolute IP Limited, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once BT has provided the Service or repaired a Service Failure, Absolute IP Limited will cancel the Customer's Call Diversion.
- 18.2.2 The number chosen must be a UK number, but there are some number ranges to which BT will not divert the Customer's calls (For example, 0800 and 0870 numbers).
- 18.3 If BT diverts the Customer's Calls to a mobile number, the person calling the Customer will not have to pay extra costs for making that Call.
19. APPLICATION OF THIS GUARANTEE
- 19.1 This guarantee applies to the line and services only
- 19.2 This guarantee does not apply if:
- (a) someone, other than BT, has caused the fault,
- (b) BT asks for access to the Premises and the Customer does not allow this, or
- (c) BT reasonably asks for other help and the Customer does not provide it.

NETWORK AGREEMENT - CALL PLANS TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions:

The Act: Refers to the Telecommunications Act 1984 Contract: is the contract for the supply of the Service

Customer: is the person cited in the Network Service Agreement for whom the Supplier has agreed to provide the service in line with these Terms.

Equipment: is the equipment detailed in the Network Service Agreement

Input Material: this includes any documents and other materials and all required data and all other information provided by the Customer in relation to the service.

Network Service Agreement: refers to the Network Service Agreement

Supplier: Absolute IP Limited, incorporated and registered in England and Wales with company number 10197089 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA

Service: this is the telecommunications service detailed as outlined in the Network Service Agreement to be supplied to the Customers telephone lines by the Seller.

1.2 References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Headings do not affect interpretation and are provided for convenience only.

2. SUPPLY OF THE SERVICE

2.1 The Service and Equipment shall be supplied by the Supplier to the Customer subject to these Terms.

2.2 Variations to these terms will only be binding when agreed in writing by the Supplier.

2.3 It is the Customer, who at its own expense will supply the Supplier with all necessary documents and other materials as well as all necessary data and other information connected to the Service and the Equipment within sufficient time to enable the Supplier to make available the Service and the Equipment in line with the contract. The Customer has the responsibility to ensure all Input Material is accurate.

2.4 Duplicate copies of all Input Material will be retained by the Customer at its own expense in order to insure against accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

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

2.6 Where the service has been superseded with a similar or improved product, the Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer.

2.7 The Supplier reserves the right to change the specification of the Service and/or the Equipment so that the Service conforms to any applicable safety or other statutory requirements.

3. PRICE OF THE SERVICE

3.1 The price of the Service shall be the relevant price at the time the Service is in use as determined by the tariff stated in the Network Service Agreement.

3.2 Any applicable value added tax, import or export duties or other taxes or duties are payable by the Customer in addition.

3.3 The Supplier shall be entitled to vary the tariff stated in the Network Service Agreement from time to time by giving not less than three months written notice to the Customer.

4. TERMS OF PAYMENT

4.1 In terms of payment, the Customer will be invoiced by the Supplier for outstanding monies on a monthly basis.

4.2 Outstanding sums are payable in full in line with the date detailed on the invoice. Payments must be made by Direct Debit. The customer shall not be entitled to make any deduction or set off.

4.3 Payments not made by Direct Debit will be subject to an £8.00 monthly surcharge.

4.4 The Supplier will submit invoices via email to the address given by the customer and displayed on the Network Agreement.

4.4.1 Invoices sent via the post will be subject to an £5.00 monthly surcharge.

4.5 Ordinarily, Absolute IP Limited will invoice on a monthly basis, where possible on the same date each month. Absolute IP Limited reserves the right to amend the date and frequency of the invoices and to submit interim invoices if it so chooses.

4.6 Where payment is outstanding on the due date the Supplier may:

4.7 Cancel the Contract;

4.8 Stop providing the Service;

4.9 If the Subscriber fails to pay any part of the aforesaid charges in accordance with these Terms and Conditions, Absolute IP Limited reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time calculated from the invoice date until the date of actual payment.

4.10 Demand immediate payment of all outstanding sums due;

4.11 Render the Equipment non-functional until such time as all outstanding invoices and interest are settled in full.

4.12 Where the Customer requests that the Supplier change the network telecommunications supplier used in connection with the Service, the Supplier shall be entitled to be reimbursed by the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.

5. DELIVERY OF EQUIPMENT

5.1 The location detailed in the Network Service Agreement is where it is agreed the Supplier will deliver the equipment.

5.2 Dates for equipment delivery are not absolute and instead approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6. RISK AND PROPERTY

6.1 The Supplier retains the Equipment as the Supplier's property.

6.2 The Customer shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and fully insured and identified as the Supplier's property. The Customer shall, if so requested by the Supplier, produce within 7 days evidence of such insurance to the Supplier.

- 6.3 The Customer shall deliver up the Equipment to the Supplier on demand and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 6.4 The Customer may not pledge or in any way charge the Equipment by way of security for any indebtedness of the Customer.
- 6.5 The Customer shall keep the Equipment in good condition and not alter or modify it in any way.

7. CUSTOMERS OBLIGATIONS

- 7.1 In this agreement, it is accepted by the Customer that the Customer will:
- 7.2 The customer is responsible for terminating any existing agreements with current suppliers prior to Absolute IP Limited, Absolute IP Limited are not responsible for the terminations of such agreements and will not be held accountable for any additional charges accrued should the customer fail to do this.
- 7.3 The customer is required to provide Absolute IP Limited with proof of payment for any early termination charges for the total sum stated within the agreement, a copy of the invoice from the losing provider along with an invoice to Absolute IP Limited within 90 days of the commencement date of this agreement. Absolute IP Limited will not consider payment for any charges after the 90 days.
- 7.3.1 Allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customers employees;
- 7.3.2 Use the Service and the Equipment in accordance with instructions given by the Supplier;
- 7.3.3 Ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;
- 7.3.4 Not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;
- 7.3.5 Maintain the Equipment in good working order and in conformation with the relevant standard or approval for the time being designated under the Act or any other relevant regulations authorities or licences;
- 7.3.6 Obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;
- 7.3.7 Indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.

8. WARRANTIES AND LIABILITIES

- 8.1 The service provided by the Supplier is not warranted to be fault free.
- 8.2 Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.
- 8.3 Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications detailed in the Network Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract but the Supplier shall have no further liability whatsoever.
- 8.4 Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.
- 8.5 The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).
- 8.6 The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier or its employees or agents to the Customer or its employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation entirely at the Customer's own risk. The Customer confirms that it has not been induced to enter into this Contract on the basis of any representations of the Supplier that have not been confirmed in writing.
- 8.7 The Supplier shall have no liability whatsoever:
- 8.8 In respect of any defect arising from fair wear and tear, wilful damage, negligence (including improper storage), improper installation, use or maintenance, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval.
- 8.8.1 If any sum owing by the Customer to the supplier has not been paid.
- 8.8.2 If loss is suffered by the Customer because the Equipment fails to perform to its specifications due to the default of the network provider or any other third party.
- 8.9 Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 8.9.1 Any breach of the Supplier's contractual obligations arising under the Contract.
- 8.9.2 Any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

AND THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 8

- 8.10 Any act or omission on the part of the Supplier or its employees, agents or sub-contractors falling within clause 8.8 above is described as an "Event of Default".
- 8.11 That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees', agents' or sub-contractors that the law does not permit the Supplier to exclude shall be unlimited.
- 8.12 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.
- 8.13 Subject to condition 8.9 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.
- 8.14 The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control including (without

limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes.

8.15 The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or death of any of the supplier's employees caused by the negligence or wilful misconduct of the Customer.

8.16 The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the calls (whether incoming or outgoing) provided by the Telephone Call Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause 8.15 forthwith to the Company.

9. TERMINATION BY THE SELLER

9.1 The Supplier, by giving written notice to the Customer, may terminate this Contract with immediate effect:

9.1.1 If the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification;

9.1.2 If the Customer at any time does not have the necessary valid licence to run its telecommunications system;

9.1.3 If the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;

9.2 The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

10. TERMINATION BY THE CUSTOMER

10.1 To terminate this Contract, the Customer must provide the supplier with not less than 90 days prior written notice. Termination of this Agreement during the Contract Term will lead to charges equating to an average of the most recent 3 months revenue multiplied by the number of months remaining within the contract Term. Where this cancellation notification is not forthcoming, the cancellation fee will be equal to an average of the most recent 3 months billing over the remaining contract term. Where the customer terminates this contract prior to the expiry of the agreed term, the balance of the fees payable for the service for the remainder of the agreed term becomes immediately payable less a discount of 50% which the supplier shall in its own discretion give to the customer.

10.2 If the customer has been allocated a non-geographical number by the supplier providing the customer with inbound revenue, the supplier shall in its own discretion upon termination of the agreement rescind all inbound revenues payable to the customer.

10.3 Where the Contract is subsidising the costs of installing the Equipment, the minimum term of the

Contract will be as entered within the Agreement. If the Customer terminates the Contract before this term has expired the Customer will become liable to repay all equipment and installation subsidies given at the point of entering into this Agreement.

10.3.1 This Network Agreement shall be automatically extended for a further period of 12 months after the

end of the agreement term unless the customer serves notice to terminate this Network Agreement, such notice to be served is 90 days before the end of the agreement term.

A notice given to a party under this clause 10.3 shall be:

- (a) Sent to the party for the attention of the (Managing Director) at the Registered Address specified as per Companies Huse; and
- (b) Sent by Recorded Delivery.

10.4 The customer is aware that upon signing this contract, Absolute IP Limited will process the transfer for the calls immediately, the customer is also aware that there is no cooling off period.

10.5 The customer is aware that upon signing the agreement, the contract term agreed now forms a legally binding contract between the customer and the supplier. The customer may terminate this contract any time after but will be subject to the early termination charge 'clause' 10.1.

11. GENERAL

11.1 Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

11.2 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

11.3 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.4 Absolute IP Limited can change the Terms and Conditions (including charges) at any time providing 30 day's notice in writing the to customer.

11.5 Absolute IP Limited will publish details online on Absolute IP Limited website www.absoluteip.co.uk at least 30 days before the change is to take effect.

11.6 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.7 These Terms and the network Service Agreement constitute the entire agreement between the Supplier and the Customer concerning the supply of the Equipment and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

11.8 The Supplier's rights are cumulative and in addition to any rights available to it at common law.

11.9 The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

MAINTENANCE AGREEMENT TERMS & CONDITIONS

- a) The Seller carries on the business of selling the Products and Services.
- b) The Customer wishes to buy and the Seller wishes to supply and sell the Products & Services subject the terms and conditions set out in this agreement

1. INTERPRETATION in this Maintenance Agreement: Seller: means Absolute IP Limited, a Limited liability partnership incorporated and registered in England and Wales with company number 10197089 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA.

“Equipment Customer: this is a reference to the person named on the agreement; Equipment: this is a reference to the equipment detailed on the agreement and includes all internal cabling as well as the network test termination point or other demarcation point; Commencement Date: this is a reference to the date detailed on the agreement as the commencement date; Agreement Term: this is a period of 5 years from the commencement date unless stated otherwise on the agreement. Subject to clause 9 below and earlier termination in line with clause 10 Maintenance Services: in line with clause 4 below this is a reference to fault rectification.

2. SELLER'S UNDERTAKING

2.1 The Seller undertakes to provide the maintenance services in respect of the equipment upon the terms and conditions of this agreement. This is in line with the terms of clause 3 in consideration of the customer's payment for the annual service charge.

3. MAINTENANCE CHARGES

3.1 It is for the customer to pay the annual service charge for the Maintenance Service that is payable per annum in advance. Services provided to the customer in addition to the maintenance services are due to be paid by the customer upon presentation of the Sellers' invoice.

3.2 The Seller may elect to invoice the customer via email.

3.3 Payments outstanding for more than 30 days in relation to an overdue invoice in line with this maintenance agreement entitles the Seller to suspend its obligation under the maintenance agreement until the overdue amount is settled.

3.4 If the Customer fails to pay any part of the aforesaid charges in accordance with these Terms and Conditions, Absolute IP Limited reserves the right to charge interest at the rate of 4% above the base rate of the Bank of England from time to time calculated from the invoice date until the date of actual payment.

4. MAINTENANCE SERVICES

4.1 Included within Maintenance Services:

4.1.1 Upon receipt of a request from a Customer the inspection testing and diagnosing (by attendance on site or remotely) by the Seller or any fault reporting in an item of Equipment; and

4.1.2 The carrying out by the Seller of such repairs replacement of parts or adjustment as the Seller shall deem necessary to remedy the said fault.

4.2 Appropriately qualified engineers will carry the maintenance in question.

5. TIMES FOR MAINTENANCE SERVICES

5.1 The Seller commits to rectify faults in line with the following hours based upon the agreed tier of service detailed on this agreement (this commitment is subject to non-prevention from circumstances outside the Sellers control):

TIER 1: From the hours of 9.00am and 5.00pm Mondays to Fridays excluding weekends and public holidays

5.1.1 TIER 2: From the hours of 9.00am and 5.00pm Mondays to Fridays including weekends and public holidays

5.1.2 TIER 3: 24 hours a day including weekends and public holidays

5.2 The Seller will use its reasonable endeavours to ensure that response times to the Customers notification of a fault are not more than:

5.2.1 4 working hours if the equipment has failed completely; or

5.2.2 8 working hours if the equipment has failed partially.

6. EXCLUSIONS

6.1 Under this maintenance agreement the Seller accepts no obligations or liability whatsoever:

6.1.1 in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Seller's approval;

6.1.2 sums owing by the Customer to the Seller remain unsettled;

6.1.3 where loss is suffered by the Customer due to the Equipment neglecting to perform to its specifications and the failure is based on faults in the service provided by the network provider;

6.1.4 In respect of any delay in the execution of any repair;

6.1.5 In respect of remedying defects in electricity or network supply to the Equipment; defects caused by failures or surges of electrical power; failure of the Equipment due to changes in the electrical supply service or the public network.

6.1.6 In respect of any defect arising due to circumstances beyond the Sellers reasonable control including (without limitation) flood, fire, lightening, war, sabotage, civil disturbance or governmental action, import regulations or embargoes.

7. LIMITATION OF LIABILITY

7.1 Unless, otherwise expressly provided in this Maintenance Agreement, the following provisions set out the Seller's entire liability (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Customer in respect of:

7.1.1 Any breach of the Seller's contractual obligations arising under the Maintenance Agreement; and

7.1.2 Any representation (other than fraudulent misrepresentation) statement or tortious act or omission including negligence arising under or in connection with these conditions. AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 7

7.2 Any act or omission on the part of the Seller or its employees, agents or sub-contractors falling within clause 7.1 above is described as an "Event of Default".

7.3 To the extent the law does not permit such liability to be excluded the Seller's liability to the Customer for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence shall not be limited.

7.4 Subject to condition 7.3 above, the Seller shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Seller had been advised of the possibility of the Customer incurring the same.

7.5 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Seller's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to £200,000.

8. THE CUSTOMER'S OBLIGATIONS

The Customer undertakes to agree to:-

8.1 Settle with the Seller outstanding amounts owed under this maintenance agreement within the agreed settlement dates.

8.2 make sure that the Equipment is not:

8.2.1 From the address of original installation not moved

8.2.2 Altered, adjusted or interfered with in any way except by the Seller's servants or agents. Alterations include the reprogramming of the Equipment to change network providers for the purpose of least cost routing;

8.3 the customer must provide the Seller with complete access to the Equipment during the agreed hours in line with the agreed service tier to enable maintenance of the said Equipment to be carried out;

8.4 In the event of errors, by persons other than the Seller's servants or agents, the customer must pay the Seller's charges for reprogramming the Equipment due to such errors.

8.5 not alter or extend the Equipment without prior notification to the Seller (an additional charge may, at the Seller's sole discretion be made for the maintenance of altered Equipment); provide the Seller with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records;

9 ADDITIONAL EQUIPMENT

9.1 Where the Seller agrees, during the agreement term to provide the customer with additional equipment ('additional equipment'):

- (a) such additional equipment will form part of the Equipment for the purposes of this Maintenance Agreement and the Agreement Term shall be extended to a period of 7 years from the date on which the additional equipment was provided to the Customer; and
- (b) The annual service charge for the Maintenance Service of the Equipment shall be increased by an amount equal to the agreed service charge for the Maintenance Service as specified on the Additional Equipment purchase order in respect of the additional equipment such increase to be effective from the date on which the additional equipment is provided to the Customer.

10 .TERMINATION

10.1 The following circumstances may lead to the termination of this Agreement:

- (a) with effect from the end of the Agreement Term, or any subsequent anniversary thereof, by either party giving at least 90 days' notice to the other to expire on the last day of the Agreement Term or on an anniversary of that day;
- (b) By the Customer during the Agreement Term by giving at least 90 days written notice to the Seller expiring on an anniversary of the Commencement Date. To validly terminate this Maintenance agreement in this way the customer must pay the annual service charges in respect of the remainder of the Agreement Term after the date of termination.; or
- (c) By the Seller if the Customer is in breach of any provision of this Agreement and does not rectify the breach within 14 days of the Seller's notice of such breach.

10.2 A notice given to a party under this Clause 10 shall be:

- (a) sent to the party for the attention of the [Managing Director] at the Registered address specified as per Companies House and
- (b) Sent by recorded delivery.

11 .GENERAL

11.1 The entire agreements between the parties in relation to the maintenance of the equipment are represented by the terms of this Maintenance Agreement including the details on this agreement. Variations will only become binding when they have been signed by the director of the Seller.

11.2 If the Seller, in an effort to comply with any statute, regulation or British Standards Institution requirement deems it necessary to vary any terms of this Maintenance Agreement, then the Seller may do so.

11.3 The annual charge detailed within this agreement is subject to annual review. Increases will be in line with the rate of inflation determined in accordance with Retail Price Index. However increases to your agreement will be no more than 5% annually.

11.4 Where the Seller receives erroneous notification of an equipment fault in excess of two occasions in any calendar month, the Seller has the discretion to make a proportionate charge in line with current rates.

11.5 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.6 The customer is responsible for terminating any existing agreements with current suppliers prior to Absolute IP, Absolute IP are not responsible for the terminations of such agreements and will not be held accountable for any additional charges accrued should the customer fail to do this.

11.7 The customer is required to provide Absolute IP Limited with proof of payment for any early termination charges, a copy of the invoice from the losing provider along with an invoice to Absolute IP Limited within 90 days of the commencement date of this agreement. Absolute IP Limited will not consider payment for any charges after the 90 days.

11.8 No delay or failure by the Seller in enforcing any provision of this Maintenance Agreement shall constitute a waiver of that provision or any other provision. No waiver by the Seller of any breach of the Maintenance Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Seller shall be effective unless in writing.

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

11.10 Absolute IP Limited can change the Terms and Conditions (including the charges) at any time.

11.11 Absolute IP Limited will publish details online on Absolute IP website www.absoluteip.co.uk at least 2 weeks before the change is to take effect.

11.12 This Maintenance Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

11.13 Whilst the Seller may assign its rights and obligations, the Customer may not assign its rights and obligations.

BROADBAND SERVICES TERMS AND CONDITIONS

CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 12

1. INTERPRETATION

1.1. In these terms and conditions the following terms have the following meanings:

"Charges": the Usage Charges and other charges for the Service as specified in the Order or as otherwise notified to Customer from time to time;

"Customer": the party purchasing the Services as named in the Order;

"Domain name": any name and appropriate classification and or geographic locator registered with an appropriate domain registry and converted to an Internet Address by means of a Domain Name Server (DNS);

"Internet Address": such sequence of alpha numeric or numeric only characters as are used from time to time by Customer to identify itself or its computer or computers to other users of other computers to which Absolute IP is from time to time connecting or otherwise forwarding data to and from Customer;

"Initial Period": 12 months (or such other minimum period as is set out in the Order) from the date the Order is signed by Customer;

"Network": the telecommunications network operated by a Network Operator;

"Network Operator": a network operator who operates a communications network to which a line is connected in accordance with an agreement between the network operator and Absolute IP;

"Order": the order attached to these Terms containing details of the Services and charges;

"Site": the place at which Absolute IP agrees to provide the Services;

"Services": the provision of data network services using Transmission Control Protocol/Internet Protocol as more particularly described [where?] [and any services that Absolute IP agrees to provide to Customer under the Contract];

"Absolute IP Equipment": any communications or other equipment owned by Absolute IP or its licensors that the Supplier uses to provide the Services. This may include modem and router cables. This does not include leads, batteries or other accessories or equipment Customer might purchase from any supplier Absolute IP recommends or any alternative supplier;

"Term": the period from the commencement of the Contract until terminated in accordance with the Contract;

"Usage Charge": such charges for such predetermined unit of time and/or volume of data as may be specified in [the Order][OR Absolute IP's published tariffs][OR as otherwise agreed in writing by Absolute IP];

1.2. Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. Any words following the terms including, include or any similar expression is illustrative and does not limit the sense of the words or term preceding those terms. Headings in these Terms shall not affect interpretation

2. APPLICATION OF TERMS

2.1. These Terms shall apply to and be incorporated in the Contract and prevail over any inconsistent terms or conditions contained in, or referred to in, Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2. [The execution of the Order by Customer and Absolute IP shall establish a contract for the supply and purchase of those Services on these Terms] (Contract).

3. TERM

3.1. The Contract will commence on signature by both parties and shall continue unless terminated in accordance with clause 12, for a period of [12] months (or such other minimum period as is set out in the Order) from the date the Order is executed (Initial Period). The term of the Contract shall automatically be extended for 12 months (Extended Period) at the end of the Initial Period and at the end of each Extended Period, unless terminated in accordance with clause 10.

4. PROVIDING THE SERVICE

4.1. During the Term Absolute IP shall *[use reasonable endeavours]* to provide the Services to Customer in accordance in all material respects with the Contract.

4.2. Any performance dates specified in the Contract and Order shall be estimates only. Time shall not be of the essence of the Contract.

4.3. Absolute IP may require that a survey of the Site is carried out before the commencement of the Services.

4.4. Absolute IP may without liability to Customer: (i) change or withdraw some, or part, of the Services; and (ii) determine or change how the Services are presented and delivered or are otherwise made available to Customer at any time.

4.5. Customer understands and accepts that: (i) Absolute IP cannot guarantee that the Services will be available without interruption or will be free from error; (ii) the Services have not been developed to meet their individual requirements and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Services meets their requirements; (iii) Absolute IP relies upon the Network Operator's co-operation in providing the Services. Absolute IP therefore gives no warranty, representation or undertaking as to the speed, quality or availability of the Services.

4.6. Customer shall report any fault to Absolute IP's Customer Services Department, where it will be dealt with in accordance with the agreed fault repair service. Absolute IP reserves the right to charge Customer for any other work carried out at its applicable man-hour rate.

4.7. If Customer reports a fault and Absolute IP finds that there is none, or that Customer has caused the fault, Absolute IP has no obligation to repair the fault and may charge Customer for any work undertaken to discern the report fault.

4.8. Absolute IP may restrict or block any internet traffic to or from a Customer service if Customer fails to comply with its obligations concerning use of the Service under clause 7.

5. ACCESS TO AND PREPARING THE SITE

5.1. Customer shall at its own cost prepare the Sites in accordance with Absolute IP's instructions and reinstate them at Customer's expense after Absolute IP has completed any work necessary for Absolute IP to be able to provide the Services.

5.2. Customer shall provide in a timely manner without charge such access to the Site as Absolute IP or the Network Operator may reasonably require for the purposes of the Services.

6. CUSTOMER'S OBLIGATIONS

6.1. Customer understands and accepts that the provision of the Services is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. Customer shall obtain any consent or facility that is necessary or desirable for Absolute IP to provide the Services at the Site.

6.2. Customer hereby agrees to the termination of its existing contract for equivalent services with the applicable communications service provider. Customer shall provide Absolute IP with any relevant account and calling line identification numbers that may be required by the Network Operator. Customer acknowledges that Absolute IP cannot process the provisions of the Services until such information is provided by Customer.

6.3. Customer warrants that any information supplied by Customer to Absolute IP under the contract is complete and accurate in all respects.

6.4. Customer shall provide a suitable and safe working environment for Absolute IP or the Network Operator and anyone acting on their behalf, at the Site.

6.5. Customer agrees to provide, at its expense, a suitable place and conditions for Absolute IP Equipment and where required a continuous mains electricity supply and connection points.

7. CUSTOMER'S USE OF THE SERVICE

7.1. *[Customer may not resell or commercially exploit any of the Services without the prior written consent of the Company.]*

7.2. Customer shall not utilise and shall ensure that no other person uses the Service: (i) for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice or Absolute IP's acceptable use policy; or (ii) fraudulently or for any unlawful or illegal purpose; or (iii) to send offensive, obscene, indecent, menacing, abusive, nuisance, "spam" or hoax messages; or (iv) to cause annoyance, inconvenience or needless anxiety to any person

7.3. Customer shall, and shall ensure that its employees, keep any password for the Service confidential and not divulge the password to any third parties.

7.4. Customer must not announce by any means any Internet Addresses allocated by or on behalf of Absolute IP to Customer as part of an autonomous system unless the addresses originate from inside Company's network and Customer has obtained permission from Absolute IP to operate an autonomous system.

7.5. Customer shall comply with Absolute IP's instructions given from time to time concerning the use of the Services.

7.6. Customer shall not exceed any usage limits placed on it by Absolute IP from time to time concerning its use of the Service.

7.7. Customer shall keep all of Absolute IP's Equipment at the Site safe and shall pay for the replacement and/or repair of any of Absolute IP's Equipment which is lost, damaged (otherwise than by fair wear and tear) or destroyed by an act or omission of Customer, its employees, agents or subcontractors. Customer shall not alter or move any of Absolute IP's Equipment, or do anything that is likely to damage or adversely affect its performance, or remove or deface any words or signs on it, or permit anyone else to do so or use such equipment for any purpose other than accessing the Service.

7.8. Customer shall indemnify and keep indemnified Absolute IP against all or any claims and associated costs, damages or expenses made by any third party as a consequence of any breach by or other act or omission of Customer under or in relation to the Contract.

8. CHARGES AND DEPOSITS

8.1. The Charges for the Service are as shown on the front of the Contract. Time for payment shall be of the essence of the Contract.

8.2. The Charges will be calculated using the data recorded or logged by (or on behalf of) Absolute IP and not data recorded or logged by Customer.

8.3. Customer shall pay all Charges whether Customer or someone else uses the Services. Absolute IP shall not and shall not be under any obligation (express or implied) to monitor Customer's usage and/or patterns of usage of the Service.

8.4. Unless otherwise agreed in writing by Absolute IP Usage Charges will be invoiced monthly in advance.

8.5. Customer shall pay each invoice submitted to it by Absolute IP in full, and in cleared funds (without set-off or deduction), within 10 days of the date of the invoice.

8.6. *[All [Usage Charges][OR Charges] must be paid by direct debit.]* Any other form of payment must be agreed in writing by Absolute IP and may be subject to additional charges.

8.7. The Charges are exclusive of VAT or any other sales tax which shall be payable in addition to the Charges at the applicable rate from time to time.

8.8. Without prejudice to any other right or remedy that Absolute IP may have, if Customer fails to pay Absolute IP on the due date, Absolute IP may: (i) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of NatWest Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and (ii) suspend all Services until payment has been made in full.

8.9. The Charges shall continue to be payable during any period of suspension or restriction requested by Customer in addition to any Charges for such suspension or restriction.

8.10. Absolute IP will consider billing queries from Customer only if such queries are made in writing within 90 days of the date of the applicable Absolute IP invoice in respect of charges in connection with the use of the Services.

9. SUSPENSION AND VARIATION OF THE SERVICES

9.1. Absolute IP may, in its sole discretion suspend or vary the Services without liability to Customer if: (i) Absolute IP is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the any government or regulatory body or otherwise comply with any relevant law or regulation or direction from a competent authority; (ii) Absolute IP reasonably suspects or believes that Customer is in breach of the Contract; (iii) Absolute IP reasonably suspects or believes that any of the events specified in clauses 12.3 or 12.4 have occurred; (iv) Absolute IP and/or its Network Operator needs to modify, expand, improve, maintain or repair the Services.

9.2. Customer shall reimburse Absolute IP for all reasonable costs and expenses incurred as a result of the suspension and any recommencement or variation of the Services where suspension or variation is implemented as a result of any act or omission of Customer.

9.3. *[If any Network Operator shall discontinue the provision of communications services to Absolute IP or shall alter by modification, expansion, improvement, maintenance or repair the communications services or any part of them provided to Absolute IP shall disconnect Customer's apparatus from the PSTN, PDN or Internet, Absolute IP shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Services as necessary.]*

10. TERMINATION

10.1. Customer may terminate the Contract by giving a minimum of 90 days prior written notice to Absolute IP such notice to expire on the expiry date of the Initial Period or the relevant Extended Period, as the case may be.

10.2. Absolute IP may terminate the Contract at any time by giving a minimum of 30 days prior written notice to Absolute IP.

10.3. Absolute IP may immediately terminate the Contract by written notice to Customer, if: (i) Customer commits a breach of any term of the Contract; or (ii) Customer ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding Customer up or Customer

- entered into liquidation or bankruptcy, whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver appointed over all or any part of its assets.
- 10.4. The rights to terminate the Contract given by this Clause 10 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 10.5. On termination of the Contract the Services shall immediately cease and: (i) Customer shall immediately cease to use and return to Absolute IP any Internet Addresses allocated by Absolute IP to Customer; [(ii) Absolute IP reserves the right to invalidate Customer's User Name and Internet Address;] (iii) Except in the case of manifest error, no Charges will be refunded to Customer; (iv) Customer shall promptly and at its own cost return to Absolute IP all Absolute IP Equipment and other material belonging to Absolute IP.
11. DOMAIN NAMES
- 11.1. Domain name hosting and transfer requests for DNS records must be in writing with the authorised signature of the domain owner. There is no charge for the transfer, but a small charge may be made for administration.
- 11.2. *[Unless a Domain name has been previously registered and paid for in full by Customer, Domain names shall remain the property of Absolute IP and will not be transferred to Customer (or any third party nominee) until all outstanding Charges have been paid by Customer.]*
12. LIMITATIONS AND EXCLUSIONS OF LIABILITY
- 12.1. This Clause 12 sets out Absolute IP's entire liability (including any liability for acts or omissions of Absolute IP's employees, agents or subcontractors) in respect of any breach of the Contract and any representation, statement or tortious act or omission arising out of or in connection with the Contract.
- 12.2. Except as set out in these Terms, Absolute IP provides no warranties, conditions or guarantees as to the description or quality of the Services, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- 12.3. Subject to Clause 12.5, Absolute IP's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall not exceed *[to be discussed]*.
- 12.4. Subject to Clause 12.5, Absolute IP shall not be liable to Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise the Contract, for: (i) loss of profits; (ii) loss of revenue; (iii) loss of income or business; (iv) depletion or loss of goodwill, reputation or similar losses; (v) loss of anticipated savings; (vi) loss of use; (vii) loss of data; (viii) loss of contract; or (viii) any indirect or consequential or special loss or damage or pure economic loss, costs, damages, charges or expenses whatsoever and howsoever caused.
- 12.5. Nothing in these Terms shall exclude or limit the liability of Absolute IP for: (i) death or personal injury resulting from Absolute IP's negligence; or (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter which it would be unlawful for Absolute IP to exclude or limit its liability.
- 12.6. Subject to clause 12.5 Absolute IP shall not be liable for any delay or failure to provide the Service caused by (i) any act or omission of the Customer which is relative to its obligations under the Contract; (ii) any failures of any third parties to provide equipment, software, materials or information required to perform the Services; (iii) down time of the telecommunications network caused by suppliers of third party communications and other computer services provided that (and to the extent that) the same is not due to any act, omission or default of Absolute IP, its employees, agents or sub-contractors.
- 12.7. The provisions of this Clause 12 shall survive termination or expiry of the Contract.
13. CONFIDENTIALITY
- 13.1. All confidential information disclosed by either party to the other in connection with the performance of the Contract, except such information as may be generally available to the public, shall be agreed to have been disclosed in confidence and each party is obliged to keep any such information as it may acquire confidential and, save to the extent required by law or by any governmental or other authority or regulatory body, not to disclose it to any other person or otherwise improperly use it either before or after the termination of the Contract except insofar as such information has entered the public domain otherwise than in breach of this clause.
14. GENERAL
- 14.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 14 days' written notice to the other party. This Clause does not apply to Customer's obligation to pay the Charges.
- 14.2. Any notice to be given under the Contract shall be in writing addressed to the other party at its registered office or such other address as may have been notified to the other party.
- 14.3. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.4. Failure or delay by Absolute IP in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 14.5. If any provisions of the Contract (or part of a provision) are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.6. It is acknowledged and agreed that the Contract (including the documents and instruments referred to herein) (Documents) shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto. The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents (unless such misrepresentation or representation was made fraudulently). No representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.
- 14.7. Nothing in the Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- 14.8. No one other than a party to the Contract, shall have any right to enforce any of its terms.
- 14.9. Absolute IP may assign or transfer any of its rights and obligations under the Contract. Customer may not transfer, assign, sub-licence or subcontract any rights, licences or obligations under the Contract without the prior written consent of Absolute IP
- 14.10. English law shall govern the validity, construction and performance of the Contract and the Parties submit to the exclusive jurisdiction of the English Courts.

Mobile Business Airtime Agreement - Terms and Conditions

1. INTERPRETATION

Call Charge: predetermined charge unit of time, rates set out in the tariff sheets published by Absolute IP Limited from time to time. The initial call charges are those set out in the Agreement. Connection & Date: connection of the mobile phone or SIM card to the Network and date connected. Credit: means a monthly financial limit applied for charges incurred under the agreement. Data Charge: the pre-determined charge per megabyte of data costed at the rates set out in the tariff sheets.

INVOICE DATE: the same date as appears on the invoice raised by Absolute IP Limited. Absolute IP Limited; means Absolute IP Limited of whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA. Registered in England No 10197089

GROUP: in relation to Absolute IP Limited means Absolute IP Limited, any company of which Absolute IP Limited is a Subsidiary (its holding company) and any other Subsidiaries of any such holding

SUBSIDIARY: in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company; Monthly Charge: means the relevant sum for access to the Network and provision of Services as provided in the Agreement under Service Information or any additional Services requested. NETWORK: means any telecommunications network available from Absolute IP Limited. SERVICES: means the telecommunications services provided by means of the Network.

SIM Card: means the "Subscriber Identity Module" which is a unique card containing information and when used with a mobile phone, enables access to the Services.

SUBSCRIBER: means the Customer named on this agreement.

2. CONNECTION TO THE NETWORK AND PROVISION OF THE SERVICE

2.1 Subject to the Agreement and these Terms and Conditions Absolute IP Limited will connect and maintain the Connection of the mobile phone or SIM card to the Network and Absolute IP Limited will use its reasonable endeavours to make the Services available to the Subscriber throughout the Term (as specified in clause 4 below).

2.2 The mobile phone number remains the exclusive property of Absolute IP Limited, until the end of the Minimum Contract Term as stated in the Agreement.

2.3 The Subscriber acknowledges that Absolute IP Limited charges calls to certain businesses (principally access call service providers which have been notified to it) at a premium rate or bars calls to such numbers. The Subscriber acknowledges this and agrees to it.

3. PAYMENT

Payment for the Services will be as follows:

3.1 Payment is due fourteen (14) days from the invoice date by Direct Debit, unless otherwise specified on this agreement

3.2 All charges must be paid in full without deduction, set off or withholding.

3.3 The Subscriber will be asked to pay the Monthly Charge in advance, dependent upon the particular tariff rate, this may be one or two months Monthly Charge. Call charges will be paid one month in arrears.

3.4 Ordinarily, Absolute IP Limited will invoice on a monthly basis, where possible on the same date each month. Absolute IP Limited reserves the right to amend the date and frequency of the invoices and to submit interim invoices if it so chooses. All invoices will be submitted via email.

3.5 Value Added Tax is payable on all charges levied by Absolute IP Limited unless otherwise specified.

3.6 Absolute IP Limited reserves the right to withhold or withdraw discounts on any invoices that remain unpaid in accordance with clause 3.1

3.7 During the Term Absolute IP Limited may ask for an upfront payment as security for payment in respect of additional Services to be provided.

3.8 Absolute IP Limited reserves the right to review the Credit Limit applicable to the Agreement and if the total charges under the Agreement exceed the Credit Limit Absolute IP Limited

shall be entitled to demand immediate repayment of whole or part of the total charges outstanding.

3.9 If the Subscriber fails to pay any part of the aforesaid charges in accordance with these Terms and Conditions, Absolute IP Limited reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time calculated from the invoice date until the date of actual payment.

3.10 Absolute IP Limited reserves the right to vary payment terms in the event of the Subscriber failing to pay any Charges in accordance with these Terms and Conditions or Absolute IP Limited having concerns about the Subscriber's financial situation and their ability to pay the Charges.

3.11 The Subscriber shall indemnify Absolute IP Limited, and keep Absolute IP Limited indemnified, fully from and against all liability, loss, damage, costs and expenses of any kind whatsoever arising from or in connection with any charges due to Absolute IP Limited, or the Network Provider direct from the Subscriber for the supply of Services including (but without limitation) connection charges, monthly access charges, call charges and all other valid charges rendered from time to time.

3.12 Absolute IP Limited agree to credit any remaining hardware fund money to the customer after the initial 24 month contract has concluded, providing the customer commit to a new 24 month term. The hardware fund value will be determined by Absolute IP Limited at the beginning of the first contract and are detailed in the "special conditions" section of the Mobile Agreement.

4. TERM

4.1 Each mobile phone number connected shall have the Minimum Term as stated in the Agreement.

4.2 The Agreement shall commence on the date of supply of the mobile phone Services and shall continue thereafter unless suspended or terminated:-

4.2.1 At any time by Absolute IP Limited giving notice under clause 7(suspension) and clause 8(termination)

4.2.2 By the Subscriber giving not less than thirty (30) days prior written notice to Absolute IP Limited following the minimum Agreed Term- (24 months from commencement date). This notice must coincide with the anniversary of the commencement date or any subsequent anniversary thereof, such notice to be sent to Absolute IP Limited's place of business via Recorded Delivery.

4.2.3 At any time that the subscriber requests to be moved to another airtime provider (Network) they will automatically enter into a new 24 month term with Absolute IP Limited and said provider from the date the service with the new airtime provider commences.

5. WARRANTIES AND LIABILITY

5.1 Except as expressly provided in these Terms and Conditions all warranties, conditions or other terms (whether expressed or implied by statute or common law or otherwise) as to the quality of the Services or their fitness for any particular purpose are hereby excluded to the fullest extent permitted by law.

5.2 Absolute IP Limited shall not be liable for any indirect or consequential costs, claims damages or expenses arising out of any negligent or tortuous act or omission or any breach of contract or statutory duty.

5.3 Absolute IP Limited shall not be liable or be deemed to be in breach of its obligations by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of Absolute IP Limited.

6. USE OF THE SERVICES VIA THE MOBILE PHONE OR SIM CARD.

6.1 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of the Services via the mobile phone or SIM card and in addition the Subscriber must:

6.1.1 generally observe the Wireless Telegraphy Acts 1949 to 1967, the Telegraphy Act 1984, other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications or the Secretary of State;

6.1.2 not use or allow others to use the Services for any improper immoral or unlawful purpose;

6.1.3 not act or omit to act in any way which may injure or damage any persons property or the Network or howsoever cause the quality of the Services to be impaired;

6.1.4 comply with any reasonable instructions issued by Absolute IP Limited which concern the Subscriber's use of the Services or mobile phone or SIM card;

6.1.5 Provide Absolute IP Limited with all such necessary information that Absolute IP Limited may reasonably require;

6.1.6 only use the mobile phone or SIM card supplied under the agreement which is approved for use with the Network.

6.2 The Subscriber should recognise that the Services may from time to time be adversely affected by local geography, topography and/or atmospheric conditions and/or other causes of interference.

6.3 The Subscriber acknowledges that Roaming Services are provided using third party networks and that the availability and performance of such Roaming Services is outside of Absolute IP Limited's control. Absolute IP Limited shall have no liability whatsoever to the Subscriber whether in contract, tort or otherwise (including

negligence) arising out of or in connection with the use of the Roaming Services.

7. SUSPENSION

7.1 Absolute IP Limited may from time to time and without notice suspend the Services (and at Absolute IP Limited's discretion disconnect the mobile phone or SIM card from the Network) and any other services provided to the Subscriber by Absolute IP Limited or a member of Absolute IP Limited's Group ("Other Services") in any of the following circumstances without prejudice to the liability of the Subscriber to continue to pay the Minimum Charge:

7.1.1 if the Subscriber fails to comply with any of these terms and conditions (including but not limited to

failure to pay any charges when due) until the failure to comply is remedied to Absolute IP Limited's satisfaction;

7.1.2 if the Credit Limit for this Agreement is exceeded;

7.1.3 if the Subscriber allows to be done anything which in Absolute IP Limited's opinion may have the effect of jeopardising the operation of the Services;

7.1.4 if the Subscriber fails to pay Absolute IP Limited any sum or sums due to Absolute IP Limited, and/or any suppliers or fitter in respect of the cost of supply and/or fitting of the mobile phone or SIM card or any part thereof; or

7.1.5 If in the absolute discretion of Absolute IP Limited the Services are being used in a manner prejudicial to the interest of the Subscriber and/or Absolute IP Limited and/or the Network.

7.2 If Absolute IP Limited in their sole discretion reinstate the Services following suspension the Subscriber may be liable for an administration fee of £50.00 if suspension is due to the default of the Subscriber.

8. TERMINATION

8.1 Without prejudice to any other claims or remedies which Absolute IP Limited may have against the Subscriber, Absolute IP Limited may terminate the Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:

8.1.1 if the Subscriber fails to comply with any of the terms of these Terms and Conditions including but not limited to failure to pay any charges due;

8.1.2 if the Subscriber enters into a deed of arrangement or commits an act of bankruptcy or compounds with creditors or if a receiving order is made against it (being a company) it shall pass a resolution or the court shall make an order that the Subscriber shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Subscriber or if the Subscriber suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the Subscriber takes or suffers any similar action in consequence of debt;

8.1.3 if the Subscriber does or allows to be done anything which in Absolute IP Limited's opinion will or may have the effect of jeopardising the operation of the Services.

8.1.4 any licence to operate or use the Network whether under the Wireless Telegraphy Act 1949 to 1967 or the Telecommunications Act 1984 or otherwise is revoked or terminated for any reason;

8.1.5 if the operation of the Network is terminated or if the provision of the Services to Absolute IP Limited is discontinued for any reason;

8.1.6 If information supplied to Absolute IP Limited by the Subscriber is false or misleading.

8.2 Absolute IP Limited may terminate the Agreement with immediate effect for any reason whatsoever by giving notice in writing to the Subscriber during the period of twenty eight (28) days following the Connection Date of the Business Airtime Agreement.

8.3 Upon the Termination of the Agreement Absolute IP Limited shall disconnect the mobile phone or SIM card from the System. If Absolute IP Limited in their sole discretion reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 8.1.1, 8.1.2 or 8.1.3, the Subscriber shall be liable for the Connection Charge and the Agreement shall be deemed to continue.

8.4 On Termination of the Agreement by Absolute IP Limited under clauses 8.1.1, 8.1.2, 8.1.3 or 8.1.6 or by the Subscriber then the Subscriber shall pay to Absolute IP Limited

immediately on demand:

(a) all charges payable up to the date of Termination; and

(b) A cancellation charge equivalent to the outstanding Monthly Charges for the remaining Minimum Term as stated in the Agreement.

(c) In the event the customer requires PAC codes then these will be chargeable at £25.00 per connection with a one off £150 administration fee.

8.5 In the event that a hardware fund has been established for the Subscriber then any monies due to the Subscriber on Termination of the Agreement shall be determined on a pro rata basis for each month of the Agreement completed prior to the Termination of the Agreement. Where all or part of the fund has been utilised at the time of Termination of the Agreement then the Subscriber shall immediately pay to Absolute IP Limited any proportion of the original fund value due pro rata. The fund shall be managed by Absolute IP Limited throughout the Term of the Agreement in accordance with the manner agreed between the Subscriber and Absolute IP Limited.

8.6 In the event of early Termination of the Agreement if the Subscriber has received:

8.6.1 free or reduced price hardware from Absolute IP Limited then the Subscriber shall immediately pay to Absolute IP Limited the difference between the actual price paid for the hardware and the price charged by Absolute IP Limited in accordance with the monthly schedule of prices issued by Absolute IP Limited from time to time;

8.6.2 a subsidy in the form of either money or hardware discount then the Subscriber shall immediately repay to Absolute IP Limited the money or value of the discount of the hardware; and

8.6.3 a free or reduced monthly charge then the Subscriber shall immediately repay to Absolute IP Limited the difference between the base Monthly Charge and the actual charge paid by the Subscriber subject to such payment being pro rata for the period of the Term from commencement to Termination.

9. TRANSFER OF LIABILITY

9.1 Absolute IP Limited may at any time assign its rights under the Agreement to any third party.

9.2 The Subscriber whether selling or otherwise, cannot transfer their obligations to pay charges or bring the Agreement to an end. Any other transfer should be notified to Absolute IP Limited in advance for Absolute IP Limited to accept or otherwise as it sees fit. If a new user of the mobile phone or SIM card is accepted by Absolute IP Limited and enters into a new Agreement, satisfactory to Absolute IP Limited, it is Absolute IP Limited's policy to release the existing Subscriber from liability from future charges.

9.3 Absolute IP Limited's acceptance of payment from another person other than the Subscriber does not imply that Absolute IP Limited has amended any of the rights or obligations of the Subscriber.

10. VARIATION

- 10.1 Absolute IP Limited may vary all or any of its charges by publishing any such variation upon its website, www.absoluteip.co.uk such variation to have immediate effect under the Agreement unless otherwise stipulated.
- 10.2 Any such variance in prices or tariffs does not allow the Subscriber to Terminate the Agreement.
- 10.3 Although Absolute IP Limited may vary prices without notice, Absolute IP Limited will endeavour to provide as much notice as possible.
- 10.4 Absolute IP Limited may change these Terms and Conditions (including the charges) at any time. Absolute IP Limited will publish details of such changes on line on Absolute IP Limited's website www.thesupplygroup.co.uk at least two weeks before the change is to take effect.

11. DATA PROTECTION

The Subscriber acknowledges that details of the Subscribers name, address and payment record may be submitted to a credit reference agency.

12. MISCELLANEOUS

- 12.1 Each and every mobile phone or SIM card and ancillary service connected by Absolute IP Limited to the Network shall be governed by these Terms and Conditions.
- 12.2 The Subscriber must promptly advise Absolute IP Limited of any change of address in writing and by recorded delivery. Any notice hereunder sent by Absolute IP Limited to the Subscriber shall be deemed to be served within 48 hours of posting to the last address notified in writing to Absolute IP Limited by the Subscriber.
- 12.3 The Subscriber must notify Absolute IP Limited immediately if the SIM Card is stolen or lost.
- 12.4 Absolute IP Limited reserves the right to add to the Agreement, the reasonable costs incurred in recovering any outstanding debt due from the Subscriber.
- 12.5 Absolute IP Limited will use reasonable endeavours to co-operate with any reasonable request from the Subscriber to transfer any telephone numbers allocated to the Subscriber hereunder to another service provider upon Termination of this Agreement or from one network to another network in either case upon the Subscriber paying Absolute IP Limited's reasonable costs or charges incurred in complying with that request. Any such request shall be made in the form prescribed by Absolute IP Limited from time to time and shall be made subject to the Terms and Conditions set out in such form, from time to time.
- 12.6 The Subscriber agrees that these Terms and Conditions (and any Service Level Agreement or specifications where applicable) shall govern the Agreement between Absolute IP Limited and the Subscriber to the exclusion of any other Terms and Conditions oral or written and all representations or communications between the parties relating to the subject matter of the Agreement.
- 12.7 The invalidity, illegality or unenforceability of any provision of these Conditions should not affect the other Conditions of the Business Airtime Agreement
- 12.8 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 12.9 The Agreement (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 12.10 Absolute IP Limited does not maintain any blue tooth devices and is not responsible for the non-pairing of any devices. This is solely an issue for the device manufacturerS