

By signing this Contract for additional Services, you acknowledge and agree that the standard terms and conditions below will apply to the additional Services as well as your original Services in replacement of the terms attached to your original Contract.

TERMS

Cellular UK Ltd (trading as Connx) standard terms apply to this agreement as set out below or overleaf from the signature clause. Your attention is specifically drawn to:

1. your payment obligations if you terminate this agreement prior to the end of the Primary Period (see clause 12.2);
2. your requirement to provide at least 3 months' prior written notice to terminate this agreement on the Primary Period End Date and the fact that if such notice is not received, then the contract will renew for a further Primary Period (see clause 2.2).

Cellular UK Ltd (trading as Connx) Terms & Conditions

1. Definitions

1.1 In these terms and conditions ("Terms") unless the context otherwise requires, the following definitions shall apply:

"Act" means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be incumbent.

"Call(s)" means any form of communication, which can be silent, visual, or spoken, on each Line that BT or a Carrier provides at a Site.

"Contract Commencement Date" has the meaning ascribed to it in clause 2.1.

"Contract" means the contract between the Customer and Cellular UK Ltd (trading as Connx) for the provisions of the Services which shall incorporate the Service Agreement and these Terms.

"Carrier" means a licensed public switched telecommunications network provider.

"Customer" means any company taking the Services on their Line with whom the Contract is made with Cellular UK Ltd (trading as Connx) as the service provider.

"Devices" means any item of hardware supplied by Cellular UK Ltd (trading as Connx) which either connects to the internet or the clients internal network.

"ECR Service" has the meaning ascribed to it in clause 15.1.

"Equipment" means the equipment installed as part of provision of the Services.

"Failure of the Service" means the continuous total loss (due to a fault on BT's network) of the ability to make or receive Calls, or the continuous total loss of a related Service.

"Line" means a connection to the BT or Carrier network.

"Normal Working Hours" means:

- 0800-1800 Monday to Friday (excluding UK Public and Bank Holidays) unless otherwise agreed by the parties; and
- for access to Sites, 0800-1700 Monday to Friday (excluding UK Public and Bank Holidays); and
- for standard care level of repair service, 0800-1700 hours Monday to Friday excluding UK Public and Bank Holidays; and
- for prompt care level of repair, 0800-1700 hours Monday to Saturday excluding Public and Bank Holidays; and
- for total care level of repair service, 24 hours a day, 7 days per week including Bank and Public Holidays. "Operational Service Date" means the date when the Service is first made available for use to a Customer at a Site.

"Primary Period" means the minimum term of the Contract as stated in the Service Agreement, such Primary Period to start on the date that the Customer is able to fully use all of the Services ordered. "Primary Period End Date" has the meaning ascribed to it in clause 12.2.

"Cellular UK Ltd (trading as Connx)" means Cellular UK Ltd (trading as Connx) a company having registered number 11140786 whose registered office address is Unit 66, Nazeing Business Park, Essex, EN9 2HB, and its successors in title and assigns from time to time.

"Service(s)" means the telecommunications service or services to be supplied by Cellular UK Ltd (trading as Connx) pursuant to the Contract.

"Service Agreement" means the service agreement order form signed by the Customer which is subject to these Terms and which together form the basis of the Contract.

"Site(s)" means a place or places at which Cellular UK Ltd (trading as Connx), a Carrier or BT agrees to provide the Services.

1.2 Any words used in the singular shall include the plural and vice versa. Any reference to any specific gender shall include the other gender, and any reference to legal persons shall include natural persons and vice versa.

2. Term and Commencement of the Contract

2.1 The Contract shall come into operation on, and with effect from, the date of signing the Contract by the Customer "Contract Commencement Date", but the Primary Period shall not commence until the date that the Customer is able to fully use all of the Services ordered.

2.2 The Primary Period shall start again on the date immediately following the Primary Period End Date, unless terminated by either party giving the other party not less than three months' prior written notice, such notice to end on the Primary Period End Date. In the case of the Customer terminating, such notice must be sent by the Customer to the following e-mail address: innovate@connx.co.

2.3 When any additional Services are required by the Customer they will be applied to the Customer's account after the cost adjustments or tariff adjustments are introduced. The Primary Period of the Customer's original Contract shall then begin from the date on which those additional Services are provided.

3. Provision of the Service

3.1 Cellular UK Ltd (trading as Connx) shall deliver the Service to the Customer under these Terms.

3.2 The Contract will be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

3.3 Cellular UK Ltd (trading as Connx) shall make fair attempts to deliver the Service by the deadlines negotiated with the Customer, but all deadlines are projections only and Cellular UK Ltd (trading as Connx) shall not be held responsible for failure to comply with those dates.

3.4 Cellular UK Ltd (trading as Connx) shall make fair attempts to supply the end-user with an uninterrupted operation. Deficiencies may occur from time to time which Cellular UK Ltd (trading as Connx) will liaise with BT or the Carrier to repair in accordance with the fault repair service.

3.5 The Customer authorises Cellular UK Ltd (trading as Connx)'s staff or other approved staff to reprogram and/or install access devices for delivering the Services, where necessary.

3.6 During the provisioning and implementation stages unless already specified, the Customer may be liable to pay the number porting and delivery fees from Cellular UK Ltd (trading as Connx) for porting over the Customer's telephone numbers and ordering the Customer's required hardware.

3.7 All deadlines regardless of requests and negotiations will be subject to site survey and industry lead times. Cellular UK Ltd (trading as Connx) will not be held responsible for the time scales of any installation, configuration, number porting or delivery.

3.8 All Customers with 10 staff or less may be subject to a minimum setup fee of £69.00 plus VAT per Site. All Customers with 11 staff or more may be subject to a minimum setup fee of £110.00 plus VAT per Site. The set up fees are relevant per individual Contract a Customer has with Cellular UK Ltd (trading as Connx), an individual Contract would be for each of the following (where relevant):

- (a) telephones (Landlines and Telephone systems);
- (b) mobiles;
- (c) broadband; and
- (d) print services.

4. Activation of Broadband Service

4.1 Before being able to activate the Service, Cellular UK Ltd (trading as Connx) will:

- (a) ensure that the Sites are situated in the location where the Product is available and perform the required testing;
- (b) on occasion where a Service cannot be identified via an address check, Cellular UK Ltd (trading as Connx) may install an analogue line first to provide an accurate broadband availability check;
- (c) contact the Customer if the Service cannot be delivered and the Contract shall be cancelled. The Customer shall be reimbursed for all costs charged. Cellular UK Ltd (trading as Connx) will suggest an alternative Service and will accommodate this Service as soon as possible once the Customer is happy to proceed;
- (d) retain the right to charge the Customer a missed communication fee of £250 plus VAT because of the act or negligence of the Customer, or because of inaccurate details received from the Customer;
- (e) provide a static IP address for the Customer if the Customer has specifically requested this as part of the initial order. Charges may apply to the Customer if this is ordered after the broadband installation and if the Customer requires multiple static IP addresses;
- (f) liaise with the Customer and on occasions may require visits to the Sites by Cellular UK Ltd (trading as Connx), Carriers or BT or other providers. Cellular UK Ltd (trading as Connx) shall schedule all meetings where possible, but BT or other Carriers may also contact the Customer directly regarding the appointment; and
- (g) allow the Customer to temporarily use other telecommunications resources during the activation of the Service.

4.2 During the activation of any ADSL, VDSL, FTTP, GFast, mobile data or any other broadband installation, unless already specified, the Customer will be liable to pay the router fee of £250 plus VAT and the Customer will also be liable to pay any remaining contracted broadband rental charges.

4.3 After activation of the broadband at any point during the Primary Period or thereafter, if the Customer wishes to terminate or migrate the broadband away from Cellular UK Ltd (trading as Connx), the Customer will be liable to pay any remaining contracted broadband rental plus a £250 plus VAT termination or migration fee per broadband line which is to be terminated or migrated.

5. Equipment Supplied

5.1 Equipment shall always remain the property of Cellular UK Ltd (trading as Connx), the Carrier or BT. All replacements, replacement parts, equipment-fit items, logbooks, handbooks, manuals, and service records shall be included as part of the Equipment.

5.2 Where Cellular UK Ltd (trading as Connx), the Carrier or BT is required to install Equipment on a Site, to allow Cellular UK Ltd (trading as Connx), the Carrier or BT to provide the Service, the Customer shall make appropriate efforts to ensure that they:

- (a) have designed the Site in compliance with the appropriate guidance of Cellular UK Ltd (trading as Connx), the Carrier or, where applicable, BT;
- (b) provide an adequate location and conditions for the Equipment;
- (c) prepare the Site in compliance with appropriate directions from Cellular UK Ltd (trading as Connx), the Carrier or BT, if necessary;
- (d) supply Cellular UK Ltd (trading as Connx), Carrier, or BT with ample free energy to supply the Equipment; and

5.3 Any redecoration to a Site upon installation of Equipment shall be the responsibility and liability of the Customer.

5.4 The Customer shall be responsible for the risk in the Equipment and shall not install, change, perform any repair on, or in any manner interact with, the Equipment, or permit any other party to do so (other than a party approved by Cellular UK Ltd (trading as Connx), the Carrier or BT).

5.5 The Customer shall be liable to pay a charge to Cellular UK Ltd (trading as Connx) for any damage, or loss to the Equipment caused by the Customer, fair wear and tear excepted.

5.6 The Customer agrees not to sell, lease, grant security over, move, or dispose of, or part with, the Equipment under any circumstances.

5.7 Unless the Customer does not wish to use the Equipment supplied with the Service, the Customer may attach its own equipment until the Service has proven to be operational.

5.8 The Customer shall be responsible for the compliance of its equipment with the operation of the Services.

5.9 The Customer shall ensure that all Devices attached to the Site (directly or indirectly) conform with the relevant regulation or permission for the time being laid down in the Act and any specifications or regulations laid down in any other applicable legislation or any product literature supplied or written by Cellular UK Ltd (trading as Connx) or any other manufacturer.

5.10 Unless Cellular UK Ltd (trading as Connx) is notified in writing by the Customer of a material defect with any Equipment

within seven days of its delivery to Site, the Customer shall be deemed to have accepted it.

5.11 The Customer accepts and recognises that seven days shall be a fair time for examining and checking the Equipment for material defects.

5.12 Cellular UK Ltd (trading as Connx) cannot guarantee the continued availability of any piece of Equipment and the Customer agrees that Cellular UK Ltd (trading as Connx) can rely on third parties for the supply.

5.13 Accordingly, Cellular UK Ltd (trading as Connx) may at any time add, remove, and/or discontinue any piece of Equipment and/or modify the Equipment standard without being held accountable for any substantive responsibility to which the Customer is subject.

6. Access and Site Regulations

6.1 To enable Cellular UK Ltd (trading as Connx) to fulfil its obligations under the Contract, the Customer shall make reasonable efforts to make arrangements to provide Cellular UK Ltd (trading as Connx), the Carrier and or BT employees, and any person acting on their behalf, with access to any Site and any other premises outside the control of Cellular UK Ltd (trading as Connx), the Carrier or BT, at any reasonable time.

6.3 The Customer shall provide an acceptable and safe working atmosphere for Cellular UK Ltd (trading as Connx) staff and for those operating on behalf of Cellular UK Ltd (trading as Connx).

6.4 When maintenance or repair service is required for the Customer and is excessive, the Customer may be charged for the services and expenses incurred.

6.5 When the Customer demands repairs or renovation work at a Site that has been abandoned, significantly changed or if a change of occupation happens at a Site, the Customer may also be charged additional fees.

6.6 Cellular UK Ltd (trading as Connx) can charge a cancellation fee of £250 plus VAT to the Customer if an appointment is arranged with Cellular UK Ltd (trading as Connx) but Cellular UK Ltd (trading as Connx) is unable to obtain access to the Site for reasons outside Cellular UK Ltd (trading as Connx)'s control, the Service cannot be carried out, the Contract is otherwise cancelled and/or if Cellular UK Ltd (trading as Connx) is unable to schedule a new appointment date within 30 days of the date previously agreed.

7. Allocation and use of Telephone Numbers and Porting of Numbers

7.1 If Cellular UK Ltd (trading as Connx) assigns any telephone numbers to the Customer for providing the Services, the Customer acknowledges that the Customer does not acquire any legal, equitable or proprietary right to such numbers and Cellular UK Ltd (trading as Connx) is entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the Customer notice. Any and all intellectual property interests in any such telephone number shall remain with Cellular UK Ltd (trading as Connx) at all times.

7.2 Nothing in the Contract shall authorise the Customer to use Cellular UK Ltd (trading as Connx)'s names or trademarks, branding, trademark or other proprietary property belonging to Cellular UK Ltd (trading as Connx), a Carrier of BT or enable some other entity to use the same, and without the prior written permission of Cellular UK Ltd (trading as Connx), the Customer shall not use or seek in some manner to license, the names, or trademarks, or branding, or other proprietary property belonging to either Cellular UK Ltd (trading as Connx), a Carrier of BT or any of their respective group companies.

7.3 Notwithstanding the above, it is not unlawful for the Customer to allow fair use of the brand name or any trademarks belonging to Cellular UK Ltd (trading as Connx), a Carrier or our or their group companies, whether in the course of truthful claims or in compliance with the terms of Section 10(6) of the United Kingdom Trade Marks Act 1994 or in any other way that does not infringe a registered trademark or common law.

7.4 Where information, documents or instructions are given to allow the Customer to use the Service thereafter, except as required by relevant law or specifically allowed in writing by Cellular UK Ltd (trading as Connx), the Customer shall not copy, de-compile, change or make such information accessible to others, copy or make the instructions or documents accessible to others, or intentionally authorise someone else.

7.5 Where Cellular UK Ltd (trading as Connx) does not possess a license or a piece of software used in conjunction with a Service, the use, and privileges of the Customer of those licenses or software shall be subject to Cellular UK Ltd (trading as Connx) receiving a written license (or sub-license) from the relevant licensor on such conditions that Cellular UK Ltd (trading as Connx) would allow the Customer to license such privileges. As a result of Cellular UK Ltd (trading as Connx)'s lack of a license or sub-license due to circumstances beyond the fair control of Cellular UK Ltd (trading as Connx), Cellular UK Ltd (trading as Connx) shall not be responsible to the Customer for any change to a Service.

7.6 At any point during the Primary Period, or thereafter, if the Customer wishes to take, transfer or port any telephone, DDI or mobile number away from Cellular UK Ltd (trading as Connx), the Customer will be liable to pay any remaining contracted number rental plus a £250 plus VAT fee per number which is to be transferred or ported away.

8. Suspension of Service

8.1 Cellular UK Ltd (trading as Connx) may elect, at its sole discretion, to suspend the provision of the Services until further notification without compensation, either orally (confirming such notification in writing) or in writing, if:

(a) Cellular UK Ltd (trading as Connx) is obliged to comply with a directive, direction or requirement from the United Kingdom Government, emergency response agencies or any appropriate administrative authority; or

(b) Cellular UK Ltd (trading as Connx) shall conduct any emergency work on the network or any facilities constructed by Cellular UK Ltd (trading as Connx) at the Customer's Site for the delivery of the Services.

8.2 If any suspension of the Services happens as a result of a violation, mistake or omission by the Customer, Cellular UK Ltd (trading as Connx) shall be reimbursed by the Customer for any costs and expenditures incurred by Cellular UK Ltd (trading as Connx) in carrying out any suspension and/or restarting the delivery of the Services, as necessary.

8.3 Where Cellular UK Ltd (trading as Connx) retains the power to suspend the Services, this shall not limit the ability of Cellular UK Ltd (trading as Connx) to terminate the Contract.

8.4 Cellular UK Ltd (trading as Connx) holds the rights to suspend Services if the Customer's telephone bills are not paid within the agreed time frame.

9. Charges and Payment

9.1 Cellular UK Ltd (trading as Connx) shall have the right to increase its fees for the Services by up to 30% per annum.

9.2 All fees for the Services must be paid for by the Customer via direct debit. If a direct debit is cancelled or failed, this will cause a suspension in Services and result in a £25 fee for the direct debit to be reinstated.

9.3 If Cellular UK Ltd (trading as Connx) agree to payment not being via direct debit, then the Customer agrees to being charged an additional monthly fee of 10% of the Customer's average monthly fees.

9.4 All sums payable under the Contract by the Customer shall be subject to Value Added Tax and all other taxes of a related nature that may be imposed from time to time by HMRC.

9.5 In the event that the invoice of Cellular UK Ltd (trading as Connx) delivered to the Customer includes a mistake in such a manor that the Customer is invoiced less than the Customer owes, Cellular UK Ltd (trading as Connx) may provide the Customer with an additional invoice for the discrepancy between the amount so invoiced and the amount that should have been invoiced if the mistake had not been made and the Customer shall pay such additional invoice(s) on demand.

9.6 Unless any alternative mode of payment is accepted by Cellular UK Ltd (trading as Connx) in writing, the payments shall be charged by direct debit to the nominated bank account and the Customer promises to supply Cellular UK Ltd (trading as Connx) with all the details available to enable this method of payment upon request.

9.7 Where Cellular UK Ltd (trading as Connx) determines at their sole discretion (acting reasonably) that any dispute over invoices is genuine and reasonable then:

(a) if the amount in question is less than £1,000 and less than 5% of the overall value of the applicable invoice (excluding VAT), the entire sum invoiced shall be due and payable on the due date, pending the continuing dispute settlement discussions; or

(b) where the amount at issue is £1,000 or more (excluding VAT) or 5% or more of the total amount of the relevant invoice (excluding VAT), the Customer may withhold the amount at issue only until such time as the dispute has been resolved, but the balance is due and payable on the due date.

9.8 The Customer offers to pay to Cellular UK Ltd (trading as Connx), in full and without limitation, exemption, counterclaiming or set-off, all sums due and payable under the Contract, except as required by statute.

9.9 All Customers with 10 staff or less are subject to an annual service fee of £119.00 plus VAT per Site. All clients with 11 staff or more are subject to a service fee of £285.00 plus VAT per Site.

9.10 The maintenance fees are relevant per individual Contract a Customer has with Cellular UK Ltd (trading as Connx), an individual Contract would be for each of the following (where relevant):

(a) telephones (Landlines and Telephone systems);

(b) mobiles;

(c) broadband; and

(d) print services.

9.11 This agreement includes no financial settlement of any kind.

9.12 The customer accepts that they cannot raise any billing disputes for any amounts which date back further than 6 months from the most recent invoice.

10. Call Packages and Mobile Out of Bundle Costs

10.1 Cellular UK Ltd (trading as Connx) call packages will provide inclusive minutes to all 01, 02 & 07 UK numbers. Any number range outside of this will be charged at a per minute rate.

10.2 Cellular UK Ltd (trading as Connx) has the right to charge on, any and all, over usage charges incurred by the Customer for exceeding their current mobile tariff or shared bundles.

10.3 These Out Of Bundle Costs are as follows:

Call Type Description	Price	Min. 1st Period Charge	Billing Increments
On Net	96.2p/min	1 second	1 second
Cross Net	96.2p/min	1 second	1 second

Landlines	96.2p/min	1 second	1 second
Voicemail	96.2p/min	1 second	1 second
Channel Islands & Isle of Man (excluded from bundles)	96.2p/min	1 second	1 second
SMS	96.2p/min	N/A	per unit
Channel Islands & Isle of Man SMS (excluded from bundles)	96.2p/min	N/A	per unit
MMS	96.2p/min	N/A	per unit
Video Call	96.2p/min	1 second	1 second
Video Call - International	96.2p/min	1 second	1 second
Call Return	96.2p/min	60 seconds	60 seconds
International Call - EU	187.5p/min	60 seconds	60 seconds
International Call - RoW	137p/min	60 seconds	60 seconds
International SMS	120p/message	N/A	per unit
Non-Geo Access Charge (084 & 087) *	120p/min	60 seconds	60 seconds
Premium Call Access Charge (09) *	120p/min	60 seconds	60 seconds
Directory Enquiries Access Charge (118) *	120p/min	60 seconds	60 seconds
Freephone (0800) ***	Free of charge	1 second	1 second
Radio Paging Services (i.e.076)	96.2p/min	N/A	per call
Personal Numbering Services (i.e.70)	96.2p/min	60 seconds	1 second
Call Forwarding Services (i.e.07744/07755)	96.2p/min	60 seconds	1 second
Data	6p/MB	per KB*	per KB*

11. Termination of the Contract

11.1 Notwithstanding any other clause of these Terms, either Cellular UK Ltd (trading as Connx) or the Customer (without regard to their other rights) may automatically terminate the Contract by notifying the other in writing if:

- (a) the other party infringes any material provision of the Contract and (where such infringement is remediable) fails to remedy the infringement within 14 days of a written notice from the non-defaulting party indicating the infringement; or
- (b) the other is liable to insolvency proceedings.

11.2 Upon termination of the Contract for any reason, subject to clause 11.3, the Customer shall pay Cellular UK Ltd (trading as Connx) any outstanding usage fees for the use and rental of the Equipment and or the Services by the Customer up to the date of expiry of the Primary Period ("Primary Period End Date") or, where the term of the Contract has been extended beyond the Primary Period End Date, the date next to be the Primary Period End Date.

11.3 In the event of early termination, the Customer's fees due in respect of the remainder of the term of the Primary Period shall be discounted by 25%.

11.4 If Cellular UK Ltd (trading as Connx) needs to take legal action to reclaim these use costs and Cellular UK Ltd (trading as Connx) is successful in collecting such costs, the Customer would be responsible for completely paying the legal expenses of Cellular UK Ltd (trading as Connx), regardless of whether or not it is a small claims court case.

11.5 A termination notice from the Customer, must be in writing and must be delivered by e-mail to Cellular UK Ltd (trading as Connx) no later than 90 working days before the Primary Period End Date or, where the term of the Contract has been extended beyond the Primary Period End Date, the date next to be the anniversary of the Primary Period End Date. Termination notices must be sent via e-mail to: innovate@connx.co.

12. Consequences of Termination

12.1 Upon the termination of the Contract, the Customer shall:

- (a) pay Cellular UK Ltd (trading as Connx) on demand any remaining outstanding sums previously invoiced by Cellular UK Ltd (trading as Connx) (plus any interest thereon whether previously invoiced or subsequent to termination), any unbilled charges invoiced by Cellular UK Ltd (trading as Connx) to the Customer for termination or subsequent to termination pursuant to clause 11.2 above;
- (b) promptly return all Equipment to Cellular UK Ltd (trading as Connx), failing which Cellular UK Ltd (trading as Connx) can enter and take possession of the relevant Site (using appropriate force where necessary). Until such Equipment are returned or repossessed, the Customer shall be solely responsible for their safekeeping and hold them in Cellular UK Ltd (trading as Connx)'s trust with effect from the end of the Contract.

13. Matters Beyond Reasonable Control

13.1 Neither Cellular UK Ltd (trading as Connx) nor the Customer shall be liable to the other for any loss or harm that the other may incur for any cause outside of their control, including without limitation any act of God, inclement weather, failure or lack of power supplies, floods, droughts, lightning or fire, strikes, lockouts, trade disputes, labour disruptions, pandemics or epidemics or Government mandates.

13.2 There may be technical limitations and restrictions that affect the Services and, Cellular UK Ltd (trading as Connx) will not be liable for any failure to notify the Customer of their occurrence or imminent occurrence, nor for Cellular UK Ltd (trading as Connx)'s inability to supply the Services as a result of them. These may include:

- (a) technological constraints within a network or incompatibility which may exclude or impair a part of the Services or interoperability with other sections of the Services and which may not become evident until after installation;

- (b) the performance on the Site of certain equipment, including proprietary systems belonging to the Customer or third parties, which are adversely affected by the Services;
- (c) technical or geographical limitations which inhibit or prevent the installation and provision of the Services or any part thereof in the area of the Customer.

14. Exceptional Call Reporting

14.1 Where Cellular UK Ltd (trading as Connx) provides the Customer with both the Call Service and the Line rental Service, the Customer will also receive the exceptional call reporting service (the 'ECR Service'). 14.2 Where Cellular UK Ltd (trading as Connx) provides the Customer with Service and Line rental Service, the Customer may also receive the ECR Service for an extra charge as specified by Cellular UK Ltd (trading as Connx) from time to time, unless the Customer specifically opts out of providing this Service in writing. Where Cellular UK Ltd (trading as Connx) offers the ECR Service to the Customer, Cellular UK Ltd (trading as Connx) must make appropriate attempts to:

- (a) track the call operation on all Lines supplied to the Customer by Cellular UK Ltd (trading as Connx) for 365 days a year;
- (b) terminate outbound calls to any affected Line if Cellular UK Ltd (trading as Connx) fairly detects exceptional call behaviour (and notifies the Customer as soon as practicable); and

15. Consequences of Termination

15.1 Upon the termination of the Contract, the Customer shall:

- (a) pay Cellular UK Ltd (trading as Connx) on demand any remaining outstanding sums previously invoiced by Cellular UK Ltd (trading as Connx) (plus any interest thereon whether previously invoiced or subsequent to termination), any unbilled charges invoiced by Cellular UK Ltd (trading as Connx) to the Customer for termination or subsequent to termination pursuant to clause 11.2 above;
- (b) promptly return all Equipment to Cellular UK Ltd (trading as Connx), failing which Cellular UK Ltd (trading as Connx) can enter and take possession of the relevant Site (using appropriate force where necessary). Until such Equipment are returned or repossessed, the Customer shall be solely responsible for their safekeeping and hold them in Cellular UK Ltd (trading as Connx)'s trust with effect from the end of the Contract.

16. Matters Beyond Reasonable Control

16.1 Neither Cellular UK Ltd (trading as Connx) nor the Customer shall be liable to the other for any loss or harm that the other may incur for any cause outside of their control, including without limitation any act of God, inclement weather, failure or lack of power supplies, floods, droughts, lightning or fire, strikes, lockouts, trade disputes, labour disruptions, pandemics or epidemics or Government mandates. 16.2 There may be technical limitations and restrictions that affect the Services and, Cellular UK Ltd (trading as Connx) will not be liable for any failure to notify the Customer of their occurrence or imminent occurrence, nor for Cellular UK Ltd (trading as Connx)'s inability to supply the Services as a result of them. These may include:

- (a) technological constraints within a network or incompatibility which may exclude or impair a part of the Services or interoperability with other sections of the Services and which may not become evident until after installation;
- (b) the performance on the Site of certain equipment, including proprietary systems belonging to the Customer or third parties, which are adversely affected by the Services;
- (c) technical or geographical limitations which inhibit or prevent the installation and provision of the Services or any part thereof in the area of the Customer.

17. Exceptional Call Reporting

17.1 Where Cellular UK Ltd (trading as Connx) provides the Customer with both the Call Service and the Line rental Service, the Customer will also receive the exceptional call reporting service (the 'ECR Service'). 17.2 Where Cellular UK Ltd (trading as Connx) provides the Customer with Service and Line rental Service, the Customer may also receive the ECR Service for an extra charge as specified by Cellular UK Ltd (trading as Connx) from time to time, unless the Customer specifically opts out of providing this Service in writing. Where Cellular UK Ltd (trading as Connx) offers the ECR Service to the Customer, Cellular UK Ltd (trading as Connx) must make appropriate attempts to:

- (a) track the call operation on all Lines supplied to the Customer by Cellular UK Ltd (trading as Connx) for 365 days a year;
- (b) terminate outbound calls to any affected Line if Cellular UK Ltd (trading as Connx) fairly detects exceptional call behaviour (and notifies the Customer as soon as practicable); and
- (c) use fair measures to ensure that any alleged exceptional call activity is mitigated by positioning bars. In the absence of any request from the Customer, Cellular UK Ltd (trading as Connx) may suspend any Service where Cellular UK Ltd (trading as Connx) is aware or reasonably suspect that exceptional call activity is taking place or may take place immediately, but is not obliged to do so. The Customer agrees that installing and removing bars is contingent on suppliers and other third parties and does not take place immediately. The Customer shall indemnify Cellular UK Ltd (trading as Connx) from any loss suffered by Cellular UK Ltd (trading as Connx) arising out of or in association with any other bar being raised and lifted.
- 17.3 The ECR Service is only available for the Lines provided to the Customer by Cellular UK Ltd (trading as Connx), and only for all (and not only some) Lines and Calls. Calls placed using the Internet Protocol Telephony Service do not have the ECR Service.
- 17.4 Upon receipt by Cellular UK Ltd (trading as Connx) of a notification of an exceptional call activity or on becoming aware by any other means of any suspected exceptional call activity, the Customer shall:
- (a) ensure that the Police and all other responsible body involved are contacted within 48 hours and supply them (if applicable) and Cellular UK Ltd (trading as Connx) with a reference number for the crime;
- (b) if necessary (at the discretion of Cellular UK Ltd (trading as Connx)) and at the Customer's own expense, give Cellular UK Ltd (trading as Connx) the required permits to access the applicable Sites for the purpose of performing a site review to decide how the exceptional contact event took place;
- (c) if necessary (at Cellular UK Ltd (trading as Connx)'s discretion) provide proof of Cellular UK Ltd (trading as Connx)'s fair satisfaction that all protocols and procedures as recommended by Cellular UK Ltd (trading as Connx) to the Customer prior to the exceptional call activity have been and continue to be in operation;
- (d) support Cellular UK Ltd (trading as Connx) and/or the Police and other appropriate authority with any exceptional call event investigation; and
- (e) pay the first £250 plus VAT of the payments and the rest of the payment due to the Exceptional Call Event totalling £5,250 plus VAT.
- 17.5 Any charges attributable to fraud which do not constitute an exceptional call activity (in Cellular UK Ltd (trading as Connx)'s sole opinion acting reasonably) shall remain the responsibility of the Client.
- 17.6 In addition to Cellular UK Ltd (trading as Connx)'s other termination rights set out elsewhere in the Contract, Cellular UK Ltd (trading as Connx) may terminate the supply of the ECR Service to the Customer at any time and at Cellular UK Ltd (trading as Connx)'s sole discretion, if Cellular UK Ltd (trading as Connx) has reason to believe that the Customer and/or its staff is/are abusing the ECR Service in any way.
- 17.7 If the Customer chooses to opt out of the ECR Service, the Customer shall remain responsible for the costs due to the delivery of the ECR Service by Cellular UK Ltd (trading as Connx) until Cellular UK Ltd (trading as Connx) accepts and recognises the issuance of a written note from the Customer expressly wishing to opt out of providing the ECR Service.

18. Representations

No statement, definition, detail, guarantee, condition or advice found in any catalogue, price list, advertising or correspondence or delivered verbally by any of the agents or employees of Cellular UK Ltd (trading as Connx) shall be read to expand, change or circumvent any of these Terms in any manner.

19. Limitation of Liability

19.1 In contract, tort (including negligence), or otherwise, Cellular UK Ltd (trading as Connx) shall not be responsible for indirect loss of income, or expected savings, or for any other indirect loss or harm or degradation of property. 19.2 Every clause of the Contract shall function independently, without or restricting liability. If a court holds any part to be unreasonable or inapplicable, the remaining parts shall continue to apply. 19.3 The sole responsibility of Cellular UK Ltd (trading as Connx) to the Customer (whether in contract or for neglect or violation of contractual obligation or otherwise) for any loss or harm of any sort and anything occurred shall not, in any conditions, surpass the amount of three months' invoiced charges for the Services by Cellular UK Ltd (trading as Connx) to the Customer on the basis of the average Cellular UK Ltd (trading as Connx)'s Services billing. 19.4 Nothing in these Terms shall place any responsibility on Cellular UK Ltd (trading as Connx) in respect of any non-performance or operation that is not provided in compliance with the Contract arising from the acts, omissions, neglect, or default of the Customer itself or its staff. 19.5 The Customer shall not use the Service for any purpose other than the genuine transmission of Calls to the benefit of members of the public using a telecommunications service and shall not undertake any activity resulting in disruption of the Services, of any other Services provided by us or of any transfer of the Line. 19.6 Cellular UK Ltd (trading as Connx) shall not be liable for any claims arising from the fraudulent use of its Service by Customer or from a third party which has succeeded in "hacking" the Customer's equipment, and the Customer shall pay all costs of the call. Notwithstanding that Cellular UK Ltd (trading as Connx) will attempt to inform the Customer of any fraudulent conduct through the most expedient means practicable, but Cellular UK Ltd (trading as Connx) cannot provide any promise on fraud detection. 19.7 Cellular UK Ltd (trading as Connx) does not warrant, represent, or undertake for the Services to be guaranteed, error-free or uninterrupted by any Service to the Customer. Cellular UK Ltd (trading as Connx) shall not be responsible to The Customer for any failure to deliver the Services absolutely error-free, uninterrupted or on a date of deployment or re-establishment agreed upon between them. 19.8 Where Cellular UK Ltd (trading as Connx) agrees to settle any third party cancellation charges, only the charges set out in the Solutions section of the Service Agreement will be paid by Cellular UK Ltd (trading as Connx), any other third party termination or other charges are specifically excluded from Cellular UK Ltd (trading as Connx)'s liability.

20. Confidentiality

Neither Cellular UK Ltd (trading as Connx) nor the Customer shall reveal any of the other's sensitive information or any knowledge of the other's commercial or technological operations or policies while the Contract is in effect or subsequently, except in so far as it is strictly appropriate to satisfy its responsibilities under this Contract and except for any disclosure needed by statute or regulation.

21. Entire Contract

21.1 The Contract constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. 21.2 Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Contract, save those expressly set out in this Contract, and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Contract save to the extent that they arise out of the fraud or fraudulent misrepresentation of the other party. 21.3 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

22. General

22.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. 22.2 Failure or delay by Cellular UK Ltd (trading as Connx) 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. 22.3 Any waiver by Cellular UK Ltd (trading as Connx) of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

23. Assignment

23.1 The Customer shall not, without the prior written consent of Cellular UK Ltd (trading as Connx), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. 23.2 Cellular UK Ltd (trading as Connx) may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24. Governing Law

The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

CUSTOMER DECLARATION

Authorised Signature (I confirm that we agree to the Terms & Conditions shown above).
X
Company:
Name:
Position:
Date: