

SIP - Terms and Conditions

Conditions

These conditions govern your use of the Service(s) supplied to you by Bridge Solutions Ltd.

1. Definitions

1.1 In this Agreement, the following words and expressions shall, unless stated otherwise, have the following meanings:

- "**Agreement**" - Means the agreement between you and Bridge Solutions Ltd. for service(s), comprising the documents referred to on the Service Order.
 - "**Agreement Date**" - Refers to the date of your Welcome Email
 - "**Authorised User**" - Means, in relation to e-Bill, the individual(s) you appointed as responsible for payment of our online invoices and as granted access rights to your e-Bill.
 - "**Business Days**" - Means Monday to Friday between 09:00 and 17:00, excluding UK public holidays and January 2nd (Scotland only).
 - "**Carrier**" - Means any supplier we use in delivering your service.
 - "**Charges**" - Means any charges payable by you for services provided by us.
 - "**Company Equipment**" - Means any equipment we provided at the customer premises in order to provide the services.
 - "**Company System**" - Means the telecommunications system we use in accordance with the Conditions.
 - "**Confidential Information**" - Means information of either party, whether oral or written and including all commercial secrets, knowledge, proprietary information or other information marked as confidential or which is by its nature confidential disclosed by one party to the other pursuant to this Agreement.
 - "**Customer Apparatus**" - Means any apparatus situated at customer premises, not being company equipment which you use in conjunction with the company equipment to obtain the services.
 - "**Customer Premises**" - Means premises to which we agree to provide Service(s) to you.
 - "**e-Bill**" - Means the online data access services provided, at our discretion, to you to enable you to access via the Internet your current and accumulated historic invoices from the Agreement Date and providing electronic billing facilities.
 - "**General Conditions**" - Means the general conditions of entitlement as set out in the notification issued by the Director General For Telecommunications on 22nd July 2003, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said act, as may be amended from time to time.
 - "**Initial period**" - Means the initial period in respect of each service provided under this agreement as specified in the service order which in any case shall be no less than 12 months from the relevant service commencement date.
 - "**Internet**" - Means, in relation to e-Bill, the interconnected system of networks that connects computers around the world enabling the transmission and exchange of electronic information and data.
 - "**Login ID**" - Means, in relation to e-Bill, the login identity we allocate to each Authorised User.
 - "**Schedules**" - Means, where applicable, any schedules forming part of this agreement.
 - "**Service Date**" - Means the date(s) from which you can use commencement the services, as advised by us.
 - "**Service Order**" - Means the part of this agreement detailing the service(s) ordered.
 - "**Services**" - Means the services we will provide to you.
 - "**Standards of Service**" - Means the standards of service document for the provision and maintenance of the services.
 - "**We**", "**us**" and "**our**" - Means the company and belonging to the company as the case may be.
 - "**Welcome Email**" - Means the email which we send you setting out your agreement details.
 - "**You**" and "**your**" - Means the customer who orders the service and belonging to the customer as the case may be.
- 1.2 Agreement headings are only for ease of reference and shall not affect the construction or interpretation of this agreement.
- 1.3 In case of conflict between these conditions, the service order, the schedules(s) and the standards of service, the foregoing order of precedence shall prevail.
- 1.4 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.
- 1.5 In this agreement, unless the context otherwise requires words importing the singular number include the plural and vice versa and words importing persons shall include un-incorporated associations and partnerships and any entity with legal standing.
- 1.6 Reference in this agreement to a numbered clause is a reference to a clause herein of that number.

2. Duration

- 2.1 This agreement shall come into effect on the agreement date and shall continue in full force and effect until expiry of every initial period and, unless terminated, thereafter shall renew automatically for successive 12 month periods (each a "renewal period") until terminated.
- 2.2 The service shall come into effect on the service commencement date, subject to you obtaining (at your own expense) all way leaves, consents, approvals, servitudes and rights of way necessary for the provision of the service to, together with installation of company equipment at, the customer premises.

3. Service Provision

- 3.1 We shall provide the service(s) with the reasonable skill and care of a competent telecommunications service provider and shall use all reasonable endeavours to (i) provide the service by the service commencement date and, where applicable (ii) in accordance with the standards of service.
- 3.2 We cannot guarantee the service against unauthorised interruption or interception by third parties or that services shall be error free and/or uninterrupted. You agree that your use of the service is at your sole risk. We make no warranty that the service will meet your requirements.
- 3.3 We may obtain services from a carrier(s) in order to supply the services to you.
- 3.4 You accept that you may not be able to receive the service due to certain technical restrictions. If such technical restrictions are discovered after the agreement date, Clause 4.7 shall apply.

4. Charges

- 4.1 You shall pay, without any deduction, withholding or set-off whatsoever, to us the charges.
- 4.2 Except in response to a legal or other regulatory change, or a change requested by you, charges will be fixed for the relevant initial period. Following expiry of the initial period we shall be entitled to review the charges. We shall give you 30 days prior written notice of any change to the charges. Except in response to: (i) a legal or other regulatory change, or (ii) a change requested by you, if a proposed charge increase is not acceptable to you, you may, prior to expiry of such notice from us, give us 30 days prior written notice to terminate this agreement, specifying the reason for such termination being that the increased charges were not acceptable.

If you do not terminate within such period you shall be deemed to have accepted the charge increase. If you do serve such notice, you will continue to pay the pre-existing charges for the duration of the 30 day notice period resulting in termination of your agreement.

4.3 Unless stated otherwise in your agreement, service installation charges shall be invoiced on or shortly after the service commencement date. Recurring charges shall commence from the service commencement date and shall be payable in advance as set out in the service order.

In circumstances where the service is comprised of more than one element and the charges are structured accordingly, the charges in respect of any particular element will become payable in accordance with this clause with effect from the service commencement date for that particular element notwithstanding that other elements may not yet have reached their particular service commencement date.

4.4 We shall issue or make available invoices to you at the intervals and in the manner set out herein. At our discretion, we may issue paper (by post to your billing address), online (by e-mail to your e-mail address notifying you of the availability of the invoice on e-Bill) or other manner of invoices to you. Unless agreed otherwise, payment shall be due within 30 days of issue or notification of availability of the invoice to you regardless of whether you access the online invoice or read the email notification (the "due date").

4.5 Acting in good faith you shall notify us in writing of any disputed invoice amount within 10 days of the date of the invoice ("disputed charges") containing such disputed charges. If any undisputed amount payable by the customer remains unpaid after the due date, then we shall be entitled to charge interest (whether before or after judgment) at the annual rate of 3% above the base lending rate of The Royal Bank of Scotland plc. for the time being until payment of such amount and all accrued interest in full.

4.6 We shall promptly inform you whether the service order can be fulfilled. If we are unable to fulfil the service order, we shall be entitled to cancel the service without penalty immediately on giving you written notice.

4.7 Your agreement charges are subject to survey prior to service installation. We shall endeavour to complete the survey within 26 business days of acceptance of a service order.

If following such survey, we determine that excess construction charges are payable by you, we shall notify you of such excess construction charges and all work relative to provision of the service shall be suspended without penalty until you provide us with written acceptance of such charges.

In such circumstances, you may within 14 days of the date of our notice cancel the service by written notice to the company.

If you have not provided us with written acceptance of such excess construction charges within a reasonable period of time as we specify, such period to be no less than 30 business days, we shall be entitled to:

immediately cancel the service and charge you for any abortive work done or costs incurred by the company in installing and provisioning the services

4.8 A rate of rental or other charge determined under Clause 4.7 may be in addition to or instead of any other applicable charges.

4.9 If we carry out work in response to a service fault reported by you and following such work we determine that:

no service fault is found and/or the fault was due to your act or omission, then we shall be entitled to charge you for any such work at a rate of £750.00

4.10 We reserve the right to impose abortive visit charges upon you, where by way of example without limitation, you provide us with an incorrect address for attendance and where you do not agree or are otherwise unable to receive the service at the time agreed between the carrier, the company and you. Standard charge is £350.00.

4.11 We reserve the right to invoice you for any administration charges we incur as a result of you providing a materially incorrect or incomplete service order.

4.12 You shall not be entitled to any charges reduction if you do not use all or any part of the services.

4.13 All amounts payable by you are exclusive of Value Added Tax ("VAT") and you shall pay in addition any VAT applicable thereto.

4.14 Save in the case of demonstrable error, all charges shall be calculated in accordance with data recorded or logged by, or on our behalf.

4.15 If at any time before or during this agreement you fail to meet the standard of creditworthiness deemed acceptable by the company from time to time, we shall be entitled to:

4.15.1 Require you to make such regular instalment payments in advance on account of any future Charges as we shall reasonably deem necessary and

4.15.2 Impose such other measures on your right to use the service as we shall reasonably deem necessary.

In the event that you do not act in accordance with this Clause 4.15, we shall be entitled to terminate this agreement immediately.

PLEASE NOTE: Clause 5 only applies where e-Bill is part of your agreement.

5. e-BILL

5.1 For e-Bill access, we will allocate a login ID and password to your authorised user(s).

5.2 Authorised users shall not share use of e-Bill or any part of it with any other person including, if the authorised user is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these conditions.

5.3 Authorised users must not copy any manual or documentation relating to e-Bill, without our prior written consent.

5.4 Authorised users shall maintain the security of their allocated login ID and password and will not disclose such to any third party for any purpose other than in accordance with these conditions. The authorised user shall immediately notify the company and change any password which may have been compromised, or is reasonably believed to have been so.

6. Customer Obligations

6.1 You shall maintain in force throughout this agreement appropriate health and safety insurance to cover our employees working in customer premises, with a reputable insurance company and shall produce evidence of such to us on demand.

6.2 You shall be responsible for the repair and maintenance of customer apparatus.

6.3 Customer apparatus must be technically compatible with the service and approved for that purpose under any relevant legislation or telecommunications industry standards.

We reserve the right to disconnect any customer apparatus if you do not fulfil your obligations under this clause or if, in our opinion such customer apparatus may cause the death or personal injury to any person or damage to property or materially impairs the quality of any telecommunications service provided by means of the company system. In the event that we request the disconnection, you shall timeously comply with such request.

6.4 You shall ensure that the services are not used:

6.4.1 In a way that does not comply with the terms of this agreement or any legislation, including the general conditions, directions, codes or regulations relevant to your use of the service(s) or any part thereof or that is in any way unlawful or fraudulent or to your knowledge has any unlawful or fraudulent purpose or effect.

6.4.2 In any way that modifies, decompiles or reconfigures the service or any company equipment (if relevant) or software or copy any documentation relating to the service, without our prior written consent.

6.4.3 To send a message or communication which is offensive, abusive, indecent, obscene or menacing; or

6.4.4 To cause annoyance, inconvenience or needless anxiety; or

6.4.5 In breach of any reasonable or lawful instructions we provide from time to time.

6.5 You shall keep safe all personal identifiers allocated by us and shall not disclose these to third parties. You shall be held responsible for all use of the service accessed via such personal identifiers regardless of whether the service is used by you or by a third party.

You shall notify us immediately if any unauthorised third party becomes aware of the personal identifiers. We shall be entitled to suspend user name and/or personal identifier access to the service if at any time it considers that there has been or is likely to be a breach of security. We may treat any breach of this agreement by any user as a breach by you.

6.6 You shall be responsible for insuring against all loss of or damage to data stored on or transmitted using the service or the company system.

6.7 You shall be responsible for adopting appropriate security measures for the protection of computer systems and we shall not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer program being introduced into your computers or computer systems as a result of your use of the service and/or the company system.

7. Company Equipment

7.1 Except as expressly stated in this agreement, company equipment shall remain our property and form part of the company system notwithstanding that it may be situated on or affixed to customer premises.

7.2 Notwithstanding Clause 7.1, you shall be responsible for all loss, damage or destruction to company equipment while situated on customer premises other than as a result of our act or omission. You will notify us immediately of such loss or damage. In particular (without prejudice to the generality of the foregoing) you undertake:

7.2.1 To keep company equipment at customer premises and not to move it

7.2.2 To comply with all instructions relating to the company equipment notified by us to you

7.2.3 Not to cause company equipment to be repaired or otherwise maintained except by our authorised representative.

7.2.4 Not to cause any attachments other than those approved for connections in accordance with the general conditions or as otherwise approved in writing by the company to be fitted to company equipment

7.2.5 Not to attempt to sell, transfer, dispose of, let, mortgage or charge the company equipment or suffer any distress, seizure or execution to be levied against the company equipment or otherwise do anything prejudicial to us or the owner's rights in the company equipment

7.3 You shall adequately insure company equipment situated on customer premises or within your control and provide written evidence of such to us on request.

7.4 You shall at your own expense provide and maintain for the duration of this agreement a suitable environment, accommodation, facilities and electrical power in accordance with the relevant installation standards and regulations. We shall not be responsible for any interruption or failure of the service caused by a failure of such power supply.

7.5 We shall attempt to comply with your reasonable requests in respect of installation of the company equipment but our decision shall be final.

7.6 You shall refrain from altering, adjusting or interfering in any way with company equipment unless we have given written consent save in the case of emergency and provided that you advise us immediately thereafter of the emergency action taken and circumstances requiring it. You shall indemnify us against any loss we may incur due to such action.

7.7 We shall have the right to modify or replace company equipment or any part thereof provided that such modification or replacement is carried out at our expense and does not materially impair your services.

7.8 You shall permit, or procure permission for, the company and our authorised representatives to have free and safe access to customer premises to inspect, install, repair, maintain, replace or remove company equipment and in order to provide the services during this agreement and for the purpose of removing the company equipment for three (3) months following termination of this agreement.

8. Information and Customer Apparatus

8.1 Upon request by us, you shall provide us with information about customer apparatus and any other information we reasonably require to install company equipment and provide the services. Where necessary, you shall provide us with relevant technical personnel to facilitate installation and maintenance of company equipment by us at the customer premises.

8.2 You shall at your own expense modify customer apparatus in accordance with our instructions where necessary to enable us to provide the services.

8.3 We accept no liability for any loss you may suffer as a result of your use or misuse of customer apparatus or as a result of any faults in customer apparatus. In particular, by way of example without limitation, we are not liable if you damage or incorrectly reconfigure any customer apparatus which you purchased for use with the service.

8.4 For the avoidance of doubt, if you do anything to the customer apparatus including by way of example without limitation adjusting or altering it in any way following service commencement there is a risk that such action will impact upon your ability to receive the service.

You shall be responsible for ensuring at all times that no action is taken which is likely to impact upon your ability to receive the service. If any such action does take place and you subsequently require the company to re-configure and/or reconnect the service in any way, then any reasonable costs which we incur in this regard shall be borne by you.

9. Liability

9.1 Our liability in contract, tort (or delict) or otherwise (including liability for negligence) under or in connection with this agreement is limited to £1,000,000 in respect of all claims arising in any twelve (12) month period.

9.2 Nothing in this agreement shall exclude or limit the liability of a party for death or personal injury arising as a result of that party's negligence or fraudulent misrepresentation.

9.3 Neither party shall be liable to the other in any circumstances for any loss of revenue, loss of profit, loss of confidentiality, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss including without prejudice to the generality of the foregoing loss or corruption of data transmitted over the company system.

9.4 Except as expressly set out in this agreement, all warranties, conditions, undertakings or terms 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.

9.5 Where service credits are available, payments thereof under the standards of service are in full satisfaction of your respective claims and constitute your sole and exclusive remedy for the company's failure to achieve the specified service levels set out in the standards of service.

9.6 The customer shall indemnify and keep indemnified the company against any or all claims and associated costs, damages or expenses made by any third party as a consequence of any act or omission of the customer in relation to this agreement or the customer's use of the service.

10. Force Majeure

10.1 Neither party shall be liable for any breach of this agreement or delay in performance of its obligations (other than the obligation to pay) to the extent that such breach is caused by circumstances beyond that party's reasonable control including by way of example without limitation acts of god, fire, lightning, explosion, war, act(s) of terrorism, disorder, flood, industrial disputes (whether or not involving their employees), extremely severe weather or acts of local or central government or other competent authorities.

If either party is affected by circumstances beyond its reasonable control, it shall notify the other party and use reasonable endeavours to overcome the effects.

10.2 If any events detailed in Clause 10.1 continue for more than 90 days, either party may serve notice on the other terminating this agreement without further liability.

11. Breach of Agreement

11.1 We shall investigate any suspected or alleged breach of this agreement or suspected compromise to our network systems or security. Without limitation, you expressly authorise us to use your personal data and any information which you provided us with in relation to this agreement in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

11.2 If we decide that you have breached the agreement, we will use reasonable endeavours to ensure that you are made aware of the breach without suspension or termination of the service.

However, it may be necessary due to the severity of the breach, to suspend or end the service while details of the breach are investigated further. We reserve the right to take any action we deem appropriate and proportionate to the breach of this agreement including by way of example without limitation suspending or terminating your account at our sole discretion without refund and making an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any service component(s).

12. Termination and Suspension

12.0 Without prejudice to the rights and remedies of the parties, either party may terminate this agreement or any part thereof forthwith in the event that:

12.1.1 The other party is in material breach of this agreement (including any failure to pay any charges) and (in the case of remediable breach) fails to remedy the breach within 28 days of receiving notice to that effect from the other party; or

12.1.2 Either party becomes insolvent or has a receiving order made against it which is not settled within seven calendar days or commences to be wound up (not being a members voluntary winding up for the purpose of a solvent reconstruction or amalgamation) or grants a trust deed on behalf of its creditors or any of them; or

12.1.3 The company's entitlement to provide electronic communications services and associated facilities is suspended or restricted to such an extent that it is not permitted to provide the services

12.2 We may end this agreement immediately upon written notice to you if:

12.2.1 It becomes unlawful for us or any carrier supporting the service to continue to provide the service or the company or a carrier is required to cease the service by a competent regulatory authority; or

12.2.2 A carrier ceases to provide services to us for whatever reason or materially changes the terms of its provision of telecommunications services to us beyond the reasonable control of the company so much so that we are unable to provide your services, or

12.2.3 It transpires following the agreement date that, for any reason outside our control, the services will not be able to be provided to you. In the event of termination in accordance with this paragraph 12.2.3, we shall repay to you any charges which you have paid in advance for the services

12.3 If this agreement is terminated prior to the service commencement date and/or prior to the end of the initial period or the renewal period, as applicable, for any reason, other than (i) our fault or negligence or (ii) by you pursuant to Clauses 4.2, 4.7, 13.1 and/or 19.4 you shall forthwith pay us:

12.3.1 All arrears of charges as at the date of termination; and

12.3.2 All other charges (including without limitation any supplementary charges pursuant to Clause 4.7) payable under the agreement (less any charges you previously paid in respect of a period falling after the date of termination) for the remainder of the relevant initial period or renewal period in accordance with the following:

(i) For a 12 month initial period or renewal period, 100% of the charges payable until the end of the initial period or renewal period as applicable; or

(ii) For an initial period greater than 12 months:

(a) for termination within the initial 12 month period, 100% of the charges in respect of the initial 12 month period plus 80% of the charges payable to the end of the initial period; or

(b) for termination subsequent to the initial 12 month period, 80% of the Charges payable to the end of the initial period

12.4 Except in the case of termination of this agreement, if any service provided under this agreement is terminated prior to the end of the relevant initial period or the renewal period for any reason, other than (i) our fault or negligence or (ii) by you pursuant to Clauses 4.2, 4.7 and/or 19.4 you shall forthwith pay to us:

12.4.1 All arrears of charges in respect of such terminated service at the date of termination

12.4.2 All other charges for the service (including without limitation any supplementary charges pursuant to Clause 4.7) payable under the agreement (less any charges you previously paid in respect of a period falling after the date of termination) for the remainder of the relevant Initial period or Renewal period in accordance with the following:

(i) for a 12 month initial period or renewal period, 100% of the charges payable until the end of the initial period or renewal period; or

(ii) for an initial period greater than 12 months:

(a) for termination within the initial 12 month period, 100% of the charges in respect of the initial 12 month period plus 80% of the charges payable to the end of the Initial period; or

(b) for termination subsequent to the initial 12 month period, 80% of the charges payable to the end of the initial period

12.5 Without prejudice to its other rights under this agreement, we may at our sole discretion suspend the services or any part thereof forthwith until further notice if we are entitled to terminate or if you are otherwise in breach of this agreement or if we are obliged to comply with any order or instruction of the government or other regulatory authority or if any wayleave or other consent required for the purposes of providing the services is withdrawn, revoked or otherwise ceases to have effect.

12.6 You shall continue to be liable to pay the charges during such suspension if such suspension is pursuant to your default.

12.7 You shall reimburse the company in respect of all costs and expenses incurred in carrying out such suspension and re-commencing service(s) provision thereafter save where such suspension is required as a result of any breach by us of this agreement.

12.8 Subject to clauses 12.3 and 12.4, either party may terminate this agreement at any time by giving the other party not less than 90 days prior written notice.

Please Note: If you do not wish the agreement and/or any individual service provided hereunder to automatically continue for a renewal period following expiry of your initial period, you must serve written notice on the company in accordance with this clause 12.8.

13. Cancellation

13.1 The agreement may be cancelled within seven (7) days of the agreement date and/or any particular service may be cancelled within seven (7) days of acceptance by us of the applicable service order by the serving of written notice

13.1.1 By you subject to our entitlement to charge you for any abortive work done or costs we have incurred in installing and provisioning your services

13.1.2 By us pursuant to Clause 10.1

14 Confidential Information

Each party shall keep confidential and shall not, without the other party's prior written consent, copy or disclose to any third party any confidential information acquired from the other party or otherwise made available to such party pursuant to this agreement and such confidential information shall be used only for the purposes of this agreement, provided however that nothing shall prevent either party from disclosing any confidential information which:

14.1.1 It possesses prior to receiving it from the other party

14.1.2 Is or becomes public knowledge other than as a result of breach of this Clause 14

14.1.3 Is received independently from a third party with the right to disclose; and/or

14.1.4 Is required to be disclosed by law

14.2 Each party shall be entitled to disclose the confidential information to such of its employees, agents, directors or other authorised representatives who have a need to know such confidential information for the purposes of this agreement. In such circumstances, each party shall procure that such persons are subject to confidentiality undertakings no less onerous than those in Clause 14.1 and shall be responsible for every party to whom it makes such disclosure.

14.3 Each party shall obtain the prior written approval of the other, such approval not to be unreasonably withheld or delayed in relation to the content of any articles or other information releases relating to this agreement.

15. Data Protection

15.1 We may retain your personal data and you authorise us to use your personal data for the following purposes:

15.1.1 Providing the Service to you

15.1.2 Keeping a record for a reasonable period after your service terminates

15.1.3 Operation and enforcement of your agreement

15.1.4 Carrying out technical maintenance and maintaining the quality and integrity of the service and the company system

15.1.5 Providing you with information about other services we offer, subject to your right to opt out of receiving such information when ordering the service or thereafter

15.1.6 Transferring it to another company in the event of a sale of the company; and

15.1.7 Legal compliance including disclosing it to any third party who we reasonably consider has a legitimate interest in any such investigation or its outcome

15.2 Both parties shall comply with applicable data protection legislation with respect to any personal data supplied in connection with the agreement. Where applicable, you shall inform your employees of the processing of personal data by us and shall ensure such employees have consented to such processing. You warrant that all such personal data are accurate and complete.

15.3 You may be subject to a standard credit check. The information that you provide may be disclosed to a licensed credit reference agency (which will retain a record of the search) and you authorise us to make such disclosures.

15.4 Protecting your personal information is incredibly important to Excalibur. Our privacy policy which sets out how we do this is available here: <https://www.excaliburcomms.co.uk/gdpr-policy/>. This policy explains the information that we hold, how we use it, and how long we keep it for.

16. Notices

16.1 All notices required to be given by us to you shall be deemed sufficiently given when forwarded by prepaid registered mail, by facsimile, by e-mail or hand delivered to your registered address or other address or facsimile number notified by you to us.

16.2 All notices required to be given by you shall be deemed sufficiently given when forwarded by prepaid registered mail, by facsimile or hand delivered to:

Bridge Solutions (UK) Limited,
Priam House,
Firefly Avenue,
Swindon,
SN2 2EH

Notices shall be deemed to have been received 3 business days after mailing if forwarded by mail, and the following business day if forwarded by facsimile, e-mail or hand-delivered.

17. Assignment

17.1 We may assign or sub-contract the whole or any part of its rights and obligations under this agreement without your prior written consent.

17.2 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the agreement or any rights or obligations therein without our prior written consent, such consent not to be unreasonably withheld.

18. Proprietary Rights

18.1 All title, interests and rights (including intellectual property rights) in the service remain in the company and/or our suppliers. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with the company's (or any third party supplier's) title, interests or rights with respect to the service including, but not limited to, using our trademarks or trade name.

19. Entire Agreement and Right to Amend

19.1 This agreement represents the entire understanding between the parties in relation to the subject matter hereof and other than in relation to any fraudulent misrepresentations supersedes all other agreements and representations made by either party whether oral or written.

19.2 Each of the parties acknowledges and agrees that in entering into this agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement.

The only remedy available to it for breach of the warranties shall be for breach of contract under the terms of this agreement. Nothing in this sub-clause shall limit or exclude any liability for fraud.

19.3 We reserve the right to add to or amend this Agreement at any time. If we are going to make an amendment, we will provide you with at least thirty (30) days prior notice of any amendment.

19.4 If we exercise our right under Clause 19.3, you shall be entitled to terminate this agreement by giving us at least seven (7) days' notice, provided that the amendment is (a) to your detriment, and (b) not made by us in response to a legal or regulatory change. We must receive your notice to terminate before the amendment takes effect. If you do not exercise this right to terminate, you will be deemed to have accepted the amendment.

19.5 If you ask us to amend the agreement, we may ask you to confirm the request in writing. If we agree to such a change, the agreement will be amended from the date when we confirm the change in writing to you, unless the parties agree otherwise in writing.

Please note, in such circumstances, a new Initial period may apply in respect of each additional or changed service. For the avoidance of doubt, where a new minimum period in respect of new, additional or changed services will operate beyond expiry of the initial period or renewal period of the agreement, the initial period or renewal period of the agreement will automatically be extended so as to expire at the same point as any such new minimum period.

20. Law and Arbitration

20.1 The agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

20.2 The parties shall use reasonable endeavours to resolve any dispute arising under this agreement by direct negotiations between the parties. If the dispute is not resolved within 14 days through direct negotiation, the parties will attempt to resolve the matter through the Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre For Dispute Resolution.

If the matter has not been resolved by an ADR procedure within 30 days, or if either party will not participate in an ADR procedure within such 30 day period, the dispute shall be referred to litigation in accordance with Clause 20.1. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction if the other party is in breach of any of the terms hereof.

21. Rights of Third Parties

21.1 A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof. This does not affect any third party right or remedy which exists or is otherwise available.

22. General

22.1 If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

22.2 The rights and remedies provided by this agreement are exclusive and not cumulative and exclude all other rights and remedies (whether express or implied) provided by common law including negligence claims in tort or delict or statute in respect of the subject matter of this agreement.

22.3 Failure by either party to exercise or enforce any right conferred by this agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

22.4 In the event that either party agrees to waive a breach of this agreement by the other party, that waiver is limited to that particular breach.

22.5 The termination or expiry of this agreement shall be without prejudice to the rights of either party which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of this agreement shall so survive.

22.6 Nothing in this agreement shall affect your statutory rights where you are contracting as a consumer.

22.7 This agreement may be executed in any number of counterparts and by the different parties on separate counterparts (which may be facsimile copies), but shall not take effect until each party has executed at least one counterpart. Each counterpart shall constitute an original but all the counterparts together shall constitute a single agreement.