

Onecom Limited General Terms

1	Interpretation	Export Control Laws	all export control laws and regulations administered in the Relevant States
	The following definitions and rules of interpretation apply in these General Terms.	Force Majeure Event	an event or circumstance beyond a party's reasonable control
1.1	Definitions	General Terms	these general terms
	Acceptable Use Policy	Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
	Applicable Law	Minimum Spend	the minimum amount the Customer commits to pay in Charges for the relevant Service during the Minimum Term and excluding use of any Subsidy. Such figure will be specified in the Commercial Terms for the relevant Service
	Authorised Contacts	Minimum Spend Services	the Services in respect of which a Minimum Spend applies
	Business Day	Minimum Term	the minimum term committed by the Customer for the relevant Service as set out in the Commercial Terms
	Business Hours	Network	the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators
	Charges	Notice	a notice given by one party to the other under the Contract in accordance with clause 19.10
	together the:	OneCloud	Onecom's online portal
	(a) Recurring Charges;	OneCloud Customer Agreement	the OneCloud customer agreement (as updated from time to time) a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/ and which shall be accepted by the Customer on first use of OneCloud
	(b) One-Off Charges (if any);	OneCloud Order	an order that is placed by the Customer via OneCloud
	(c) Variable Charges (where applicable); and	OneCloud User Terms	the OneCloud user terms (as updated from time to time) a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/ and which shall be accepted by each User on first use of OneCloud
	(a) any other fees or charges payable by the Customer as detailed in the Price Guide.	Onecom	Onecom Limited (company number 04031272) whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire PO15 7FJ
	Claim	Order	an order (in an Order Form, OneCloud Order or as otherwise agreed between the parties) that is placed by the Customer for Services and that is accepted by Onecom
	any legal claims, actions or proceedings against a party, whether threatened or actual, whether by a third party or the other party to the Contract	Order Form	a document headed 'Order Form' which sets out the Services that the Customer has requested
	Commercial Terms	One-Off Charges	the non-recurring charges payable by the Customer in relation to the Services as described in the Commercial Terms and/or in an Order
	the terms set out in an Order Form, OneCloud Order or any other document identified as the "Commercial Terms", which details the commercial offer to the Customer for the Services	Price Guide	the price guide (as amended from time to time) at https://onecom.co.uk/pricing/ (or any other online address that Onecom advises the Customer of);
	Conditions	Privacy Policy	Onecom's privacy policy (as amended from time to time) at https://onecom.co.uk/privacy-policy/ (or any other online address that Onecom advises the Customer of)
	the terms and conditions set out herein	Recurring Charges	the regular and recurring charges payable by Customer for use of the Services on a monthly or annual basis as set out in the Commercial Terms
	Contract	Relevant States	the United Kingdom, the European Union, the United States of America and any other countries which are applicable to the Customer
	shall have the meaning given to it in the Commercial Terms	Restricted Party List	the list of restricted countries published by Relevant States (as updated from time to time)
	Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, and appropriate technical and organisational measures	Sanctions	all economic, trade and financial sanctions, embargoes and other restrictive measures administered in the Relevant States
	as defined in the Data Protection Legislation	Service(s)	each service(s) provided by Onecom as set out in the Commercial Terms, which may include part of a Service
	Customer		
	the party identified as the Customer in the Commercial Terms		
	Data Protection Legislation		
	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, as each of the foregoing may be updated, replaced or amended from time to time; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)		
	Effective Date		
	the date of the Commercial Terms, or where no date is detailed, it shall be:		
	(a) the date upon which all parties have signed the Commercial Term; or		
	(b) where the Customer is the sole signatory to the Commercial Terms, the date of signature by the Customer		
	Equipment		
	the equipment supplied by Onecom as detailed in the Commercial Terms		
	Equipment Purchase Terms		
	Onecom's equipment purchase terms (as amended from time to time) at https://8993966.fs1.hubspotusercontent-na1.net/hubfs/8993966/Equipment%20Purchase%20Terms.pdf (or any other online address that Onecom advises the Customer of)		
	Estimated Service Commencement Date		
	the estimated date for a Service (or Service Element) to be provided by Onecom to the Customer and which may be specified in the Commercial Terms		

	and provision of a Service to a Site. Any reference to Service may be an individual Service or collectively all Services, as appropriate		order, or specification, or implied by law, trade custom, practice or course of dealing.
Service Element	the individual components of a Service (including optional service elements if applicable)	3 OneCloud	
Service Commencement Date	unless stated otherwise in the Commercial Terms, the date as advised to the Customer by Onecom when Onecom is satisfied that the Service has met Onecom's standard testing criteria and the Service is available and ready for use	3.1	If the Customer has access to OneCloud, the Customer agrees to:
Service Terms	the service terms applicable to the Service, identified by reference to the Service name e.g. 'SD-WAN Service Terms'	3.1.1	comply with the OneCloud Customer Agreement; and
Site(s)	a place at or to which the Service is to be supplied, as identified in the Commercial Terms	3.1.2	ensure that each User complies with the OneCloud User Terms.
Shortfall	in respect of Minimum Spend Services where the total of the Charges paid to Onecom for the relevant Minimum Spend Services up to expiry of the relevant Minimum Term or earlier termination (for any reason) of the Minimum Spend Services (Total Charges) is less than the Minimum Spend, the Shortfall is a sum equal to (Minimum Spend minus Total Charges)	4 Equipment	
Sub-Processor	has the meaning given in clause 17.6		In the event the Customer orders Equipment, it agrees to comply with the Equipment Purchase Terms.
Subsidy	any subsidy provided by Onecom as detailed in the Commercial Terms	5 Services	
Termination Charges	the aggregate of: <ul style="list-style-type: none"> (b) the charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted; (c) the Recurring Charges due to the end of the Minimum Term; (d) if the Customer has paid a reduced charge, or no charge, for installation/connection services and the relevant Service ends before the end of the Minimum Term, the full price (or balance thereof) for the installation/connection services, excluding any discounts; (e) the Shortfall, if any; and (f) where applicable, any fees relating to porting of numbers or cessation of a Service as detailed in the Price Guide 	5.1	Estimated Service Commencement Date: For certain Services (or Service Elements) Onecom may provide an Estimated Service Commencement Date and Onecom shall use reasonable endeavours to deliver against any such date. If the Customer requests a change to any Estimated Service Commencement Date before the applicable Service Commencement Date, Onecom reserves the right to either:
Third Party Operator	the operator of any Network or provider of any electronic communications services over or through which Onecom may provide a Service	5.1.1	adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018	5.1.2	cancel the applicable Service (or Service Element), subject to any applicable Recovery Charge that may be payable by Customer.
User	any person who uses a Service	5.2	Service Commencement Date: Services ordered by the Customer will be available and ready for use on the Service Commencement Date. Customer accepts that each individual Service and/or Service Element may have different Service Commencement Dates and that the Service Commencement Date for a given Service (or Service Element) may be earlier or later than the Estimated Service Commencement Date.
Variable Charges	the charges payable by Customer for use of the Services which may vary from time to time, and which shall include (as applicable) usage charges and user based subscription charges	5.3	Where Onecom has agreed to dates, levels or standards in respect of the performance of any Services, such criteria will be detailed in the Commercial Terms and/or Service Terms. Onecom shall use reasonable endeavours to meet such performance criteria, but failure to do so shall not constitute a breach of Contract.
1.2	a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);	5.4	Onecom shall have the right to make any changes to the Services which are necessary to comply with any Applicable Law or safety requirement or which do not materially affect the nature or quality of the Services.
1.3	a reference to a party includes its personal representatives, successors or permitted assigns;	6 Charges	
1.4	a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;	6.1	The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
1.5	unless stated otherwise, references to clauses in any document forming part of the Contract are to clauses in that document;	6.2	The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.
1.6	clause headings shall not affect the interpretation of the Contract;	6.3	Onecom will work out the Variable Charges based on details that Onecom records or that are recorded on behalf of Onecom.
1.7	any phrase introduced by the terms including , include , or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;	6.4	Unless otherwise stated in the Commercial Terms, the Charges are exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature and all other taxes and charges in respect of the Services, which shall be payable by the Customer in addition.
1.8	a reference to writing or written includes email but not fax; and	7 Invoicing and Payment	
1.9	a party or the parties refer to the parties to the Contract.	7.1	Unless stated otherwise in the Commercial Terms or applicable Service Terms, Onecom shall invoice the Customer for:
2 Application of Conditions		7.1.1	the Recurring Charges monthly or annually (as may be applicable) in advance;
2.1	These Conditions shall:	7.1.2	the One-Off Charges (if any) on or at any time after an Order; and
2.1.1	apply to and be incorporated in the Contract; and	7.1.3	the Variable Charges (if any) monthly in arrears; and
2.1.2	prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of	7.1.4	other fees or charges payable by the Customer as detailed in the Price Guide on or at any time after such fees or charges are incurred by the Customer.
		7.2	Onecom will invoice, and the Customer will pay, in pounds sterling.
		7.3	The Customer will pay all Charges by direct debit, unless Onecom agrees otherwise in writing.
		7.4	Where the Customer does not pay by direct debit, unless Onecom agrees otherwise in writing, Onecom will:
		7.4.1	charge a payment processing fee as set out in the Price Guide; and
		7.4.2	deduct the payment processing fee from any money received before any payment is allocated against the Charges.
		7.5	If Onecom issues an invoice on OneCloud, it will notify the Customer by email.
		7.6	The Customer shall pay each invoice submitted by Onecom within the number of days from the date of such invoice as set out in the Commercial Terms (or if no such number is so set out then within 14 days) (Due Date), and in full and in cleared funds to a bank account nominated in writing by Onecom.
		7.7	Onecom may credit assess the Customer from time to time to determine the credit limit on the Customer's account. The Customer will provide Onecom

with any information it reasonably requires for this. If Onecom is not satisfied as to the creditworthiness of the Customer, it may

- 7.7.1 notify the Customer that no further credit will be allowed;
- 7.7.2 require all Charges owing by the Customer to Onecom to be paid immediately;
- 7.7.3 require the Customer to pay Charges in advance;
- 7.7.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
- 7.7.5 require the Customer to pay a deposit.

7.8 Without limiting any other right or remedy of Onecom, if the Customer fails to make any payment due to Onecom under the Contract or any other contract between Onecom and the Customer by the Due Date, Onecom shall be entitled to:

- 7.8.1 cancel any Order or suspend any further provision of the Services to the Customer;
- 7.8.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom;
- 7.8.3 restrict or suspend the Service as set out in clause 12.12;
- 7.8.4 charge a late payment charge as detailed in the Price Guide; and/or
- 7.8.5 charge interest on the overdue amount at the highest rate permitted by Applicable Law from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

7.9 The Customer will pay all reasonable costs that Onecom incurs when recovering any overdue amount, including debt collection agency and legal costs.

7.10 If the Customer disputes the amount of any Onecom invoice in good faith and on bona fide grounds:

- 7.10.1 the Customer shall pay any undisputed portion of the invoice;
- 7.10.2 the Customer shall write to Onecom within 10 Business Days of the date of the invoice providing details of:
 - (a) the nature and reason for the dispute;
 - (b) the amount in dispute; and
 - (c) any evidence to support the disputed amount;
- 7.10.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 7.8.5; and
- 7.10.4 if Onecom determines that the disputed invoice is incorrect Onecom shall issue a corrected invoice and/or apply the relevant credit to the Customer's account.

7.11 Any invoice which is not disputed in accordance with clause 7.10 shall be deemed to be fully accepted by the Customer and Onecom shall have no liability in respect of any invoice which is otherwise disputed.

7.12 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by Applicable Law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Onecom in order to justify withholding payment in whole or in part. Onecom may, without limiting its other rights and remedies, set-off any amount owing to it by the Customer against any amount payable by Onecom to the Customer.

8 Onecom obligations

8.1 Onecom shall:

- 8.1.1 provide the Service in all material respects in accordance with the relevant Service Terms and with the care and skill that would reasonably be expected in the circumstances. Onecom shall take steps to ensure the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does Onecom warrant or guarantee, that the Service will be uninterrupted, secure or error-free;
- 8.1.2 comply with Applicable Law;
- 8.1.3 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if required by Applicable Law; and
- 8.1.4 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

9 Customer's obligations and warranties

9.1 The Customer shall:

- 9.1.1 ensure that an Order is complete and accurate;
- 9.1.2 co-operate with Onecom in all matters relating to the Services;
- 9.1.3 follow all reasonable instructions from Onecom from time to time in connection with the Services, including preparation activities that

may be required to enable the Customer to receive the Service promptly or otherwise in accordance with the Contract;

- 9.1.4 only use the Services in accordance with the Acceptable Use Policy;
- 9.1.5 not resell the Services or any part thereof (unless expressly authorised to do so elsewhere in the Contract);
- 9.1.6 comply with, and procure that all Users comply with, Applicable Law and all terms of the Contract;
- 9.1.7 ensure that any hardware and software used by the Customer (and not provided by Onecom as part of the Service) is properly installed, fit for purpose, properly licensed and compatible with the Service;
- 9.1.8 keep all usernames, passwords and other security information secure (and change these and comply with such other directions as Onecom considers necessary or desirable for security purposes);
- 9.1.9 notify Onecom as soon as possible of any unauthorised access to its account or security details;
- 9.1.10 where applicable to the Service, and where the Customer is moving from another service provider, obtain and supply to Onecom a porting / migration authorisation code;
- 9.1.11 where applicable to the Service, get and maintain all consents, licences, permissions, wayleaves and authorisations required for Onecom to provide the Service to a Site, including for:
 - (a) making alterations to buildings;
 - (b) accessing property;
 - (c) dealing with local authorities, landlords or owners;
 - (d) installation of the Services; and
 - (e) using the Service over the Customer's network;
- 9.1.12 provide any Onecom personnel attending Sites or other Customer premises with a safe and suitable working environment;
- 9.1.13 not use the Service in a way which is inconsistent with good faith commercial practice to Onecom's detriment;
- 9.1.14 ensure that the Service meet its requirements prior to entering into the Contract;
- 9.1.15 where applicable to the Service, follow reasonable and proper back-up procedures for any uses of the Service and make regular backup copies of all data in accordance with good computing practice, to protect against loss or error resulting from use of the Service;
- 9.1.16 provide Onecom with such information and materials as Onecom may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.17 provide the names and contact details of Authorised Contacts (and agree levels of authority where requested by Onecom); and
- 9.1.18 authorise Onecom to act on its behalf in all dealings with third parties in connection with any matter that enables Onecom to provide or continue to provide the Customer with the Services.

10 Sanction and export controls

- 10.1 The Customer and its Users will only use the Services in countries in which they have been certified for use in accordance with Applicable Law and not in any countries listed on a Restricted Party List.
- 10.2 The Customer shall comply with all Export Control Laws and Sanctions, in both cases, in the Relevant States.
- 10.3 The Customer shall:
 - 10.3.1 not knowingly do anything which may cause Onecom to breach any Export Control Laws or Sanctions;
 - 10.3.2 provide such assistance, documentation and information to Onecom as it may reasonably require in order to comply with this clause 10.10;
 - 10.3.3 not carry out activities in any country on a Restricted Party List;
 - 10.3.4 not sub-contract or assign the benefit of the Service or re-export, re-sell or otherwise transfer any Service, SIM or Equipment to any entity based in a country on a Restricted Party List;
 - 10.3.5 keep Onecom apprised at all times of the loss, suspension or invalidation of any relevant licence, authorisation, approval or export control privileges including being placed on a Restricted Party List; and
 - 10.3.6 keep Onecom apprised at all times (as soon as possible in the circumstances) of any actual or potential breaches of its obligations in relation to Export Control Laws and Sanction or of it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against the Customer relating to an actual or potential breach of Export Control Laws or Sanctions.

11 Customer Default

- 11.1 If Onecom's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 11.1.1 Onecom shall without limiting its other rights or remedies have the right to suspend provision of the Services pursuant to clause 12.12, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Onecom's performance of any of its obligations;
- 11.1.2 Onecom shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Onecom's failure or delay to perform any of its obligations as set out in this clause 11.10; and
- 11.1.3 the Customer shall reimburse Onecom on written demand for any costs or losses sustained or incurred by Onecom arising directly or indirectly from the Customer Default.

12 Suspension of Service

- 12.1 Onecom may restrict or suspend the provision of Services:
- 12.1.1 for any maintenance, modification, or technical failure of the Network or Service;
- 12.1.2 to implement a change under clause 5.4;
- 12.1.3 to safeguard the security and integrity of the Network;
- 12.1.4 for any breach of the Customer's obligations under the Contract, including clauses 77 or 99, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom; or
- 12.1.5 if the Customer becomes subject to any of the events listed in clauses 14.4.3 to 14.4.11, or if the Customer fails to pay any amount due under the Contract on the Due Date.
- 12.2 Onecom shall keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.
- 12.3 If Onecom restricts or suspends the Service pursuant to clauses 12.1.4 or 12.1.5:
- 12.3.1 the Customer will continue to be liable to pay the Charges for the Service; and
- 12.3.2 Onecom may charge the Customer to start the Service again.

13 Liability

- 13.1 Without prejudice to clause 11.1.3 and subject to clause 13.5:
- 13.1.1 neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- any loss of profits, sales, business, or revenue;
 - loss or corruption of data, information or software;
 - loss of business opportunity;
 - loss of anticipated savings;
 - loss of or damage to goodwill; or
 - any indirect or consequential loss; and
- 13.1.2 a party's total liability to the other arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lower of (i) £100,000.00 and (ii) the Charges in the 12 months prior to the date the loss arose.
- 13.2 The Customer's obligations to make payments to Onecom pursuant to the Contract are in addition to and will not be counted towards the limitations set out in clause 13.1.2.
- 13.3 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4 Onecom will not be liable if it fails to do something under the Contract (including not carrying out any of its obligations, carrying them out late or not meeting any service levels), whether or not there is a Force Majeure Event (in which case, clause 19.2 applies), to the extent that Onecom's failure is due to:
- 13.4.1 the Customer's failure to carry out, or delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Onecom for any costs and losses sustained or incurred as a result of such failure or delay;
- 13.4.2 anyone other than Onecom or Onecom's subcontractors or suppliers doing something, or not doing something, they need to do; or
- 13.4.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

- 13.5 Nothing in the Contract excludes or limits the liability of a party for:

- 13.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 13.5.2 fraud or fraudulent misrepresentation; or
- 13.5.3 any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.
- 13.6 To the extent that any of the Services are provided by third parties:
- 13.6.1 the Customer acknowledges that it must rely entirely on the guarantees and warranties which may have been given by the third party manufacturer, software or service provider to Onecom, which Onecom will endeavour to pass on to the Customer;
- 13.6.2 Onecom's liability will be limited to such sums as it recovers from the relevant provider; and
- 13.6.3 Onecom's obligations shall be limited to managing the provision of such services by such third party and Onecom shall not be in breach of the Contract to the extent that such breach was caused, or contributed to, by the act or omission of such third party (and Onecom shall be entitled to make a reasonable additional charge for any additional services it provides to rectify the effects of the act or omission).

- 13.7 This clause 13 shall survive termination of the Contract.

14 Term and termination

- 14.1 The Contract shall commence on the Effective Date and shall continue until:
- 14.1.1 all Services under the Contract have expired or are terminated in accordance with the terms of the Contract; or
- 14.1.2 the Contract is terminated pursuant to clause 14.4 or 19.2.
- 14.2 Without limiting its other rights or remedies, Onecom may terminate the Contract in whole or part:
- 14.2.1 with immediate effect by giving Notice to the Customer where Onecom has suspended the Service under clause 12.1.4 or clause 12.1.5;
- 14.2.2 on no less than 30 days' Notice to the Customer at any time after expiry of the Minimum Term.
- 14.3 Either party can terminate a Service at any time by giving such Notice as specified for that Service in the Service Terms (or if no such period of Notice is so specified, on no less than 90 days' Notice), in which event, the provisions of clause 15 shall apply.
- 14.4 Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving Notice to the other party if:
- 14.4.1 the other party fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 7.10.2) on the Due Date and remains in default no less than 30 days after being notified in writing to make such payment;
- 14.4.2 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
- 14.4.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.4.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 14.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 14.4.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.4.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 14.4.8 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- 14.4.9 a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
 - 14.4.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.4.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 14.4.3 to 14.4.10 (inclusive); or
 - 14.4.12 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 14.5 Where more than one Service is provided under the Contract and the Contract is not terminated in whole, the Contract shall only terminate in respect of the terminated Service, and shall continue in respect of any continuing Service.

15 Consequences of termination

- 15.1 If the Customer terminates the Contract, the Service or any Order (or part thereof) using its rights set out in clause 14, the Customer will pay Onecom:
 - 15.1.1 the Termination Charges (unless the Customer terminates pursuant to clause 14.4, in which case no Termination Charges will be payable); and
 - 15.1.2 all Charges that are or would have been performed during the Notice period set out in clause 14.3.
- 15.2 If Onecom terminates the Contract, the Service or any Order using its rights set out in clause 14.2.1 or clause 14.4, the Customer will pay Onecom the Termination Charges.
- 15.3 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
 - 15.3.1 the Customer will immediately stop using the relevant Service;
 - 15.3.2 the Customer will immediately pay Onecom any money and interest that is due up to the date of termination;
 - 15.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 15.3.4 the following clauses shall continue in force: clause 1 (Interpretation), clause 13 (Liability), clause 15 (Consequences of termination), clause 17 (Data protection), clause 18 (Intellectual property), clause 19.5 (Confidentiality), clause 19.6 (Entire agreement), clause 19.8 (Waiver) and clause 19.13 (Governing law and jurisdiction).

16 Complaints

If the Customer wishes to make a complaint about the Services, the Customer agrees that it shall follow Onecom's complaints procedure detailed at <https://onecom.co.uk/complaints-procedure-2/> (or any other online address that Onecom advises the Customer of).

17 Data protection

- 17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Onecom is the Processor when providing the Customer with Services pursuant to the Contract.
- 17.3 The following table sets out the scope, nature and purpose of processing by Onecom, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

Subject matter	The processing of the Data Subjects' Personal Data in order to provide the Customer with Services pursuant to the Contract.
Duration	The duration required for the performance of the Contract.
Categories of data	Any Personal Data transferred by the Customer to Onecom under this Contract, including, but not limited to: <ul style="list-style-type: none"> • title; • full name; • job title; • telephone numbers and other contact details; and • where applicable, details related to use of the Services (which may include: description, duration, number of calls, destination of call, where the call is made from (e.g. mobile or fixed line), date and time of call, caller's location, call recipient's location, recipient's telecoms provider).
Categories of Data Subjects	Employees and staff of the Customer (or such other persons authorised by the Customer to make use of the Services) (Customer Staff).

	Recipients of calls made by Customer Staff and those who contact Customer Staff using the Services.
Nature of processing	Storing and using the information to fulfil the Contract.
Purposes of processing	To provide the Customer with Services pursuant to the Contract.

- 17.4 Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of any Personal Data to and by Onecom for the duration and purposes of the Contract, and will transfer to Onecom only the Personal Data that Onecom requires in order to perform its obligations under the Contract.
- 17.5 Without prejudice to the generality of clause 17.1, Onecom shall, in relation to any Personal Data processed by Onecom as Processor in connection with the Contract:
 - 17.5.1 process the Personal Data only in accordance with the Contract or on the documented instructions of the Customer unless Onecom is required by Applicable Law to otherwise process that Personal Data. Where Onecom is relying on Applicable Law as the basis for processing Personal Data, Onecom shall notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Onecom from so notifying the Customer. Onecom shall inform the Customer if, in the opinion of Onecom, any of its instructions infringes or may infringe Data Protection Legislation;
 - 17.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 17.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 17.5.4 assist the Customer, insofar as this is possible (taking into account the nature of processing and the information available to Onecom), at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 17.5.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 17.5.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data. For the purposes of this clause 17.5.6, Personal Data shall be considered deleted where it is put beyond further use by Onecom; and
 - 17.5.7 maintain records to demonstrate its compliance with this clause 17 and allow for the Customer or the Customer's designated auditors to review, audit and inspect such records for the purposes of verifying such compliance.
- 17.6 The Customer hereby provides its prior, general authorisation for Onecom to:
 - 17.6.1 appoint third-party processors of Personal Data (**Sub-Processors**). Onecom shall inform the Customer of any intended changes concerning the addition or replacement of the Sub-Processors. If the Customer objects it shall give written notice to Onecom within 10 days of notice of any such additional or replacement Sub-Processor, which includes a description of the objection including if the objection is due to an actual or likely breach of Data Protection Legislation. On Onecom's receipt of the objection, the parties shall attempt in good faith to resolve the objection. If the parties are unable to resolve the objection within 30 days from the Customer's objection then Onecom may either: (i) continue the Contract without appointing the new or replacement Sub-Processor; or (ii) terminate the Contract, without liability to the Customer. Onecom confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 16. As between the Customer and Onecom, Onecom shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 17.6; and
 - 17.6.2 transfer Personal Data outside of the UK or EEA as required for the purposes as described in clause 17.3, provided that Onecom ensures that all such transfers are effected in accordance with Data Protection Legislation.
- 17.7 Onecom may, at any time on not less than 30 days' notice (pursuant to clause 19.7.2), revise this clause 17 (in whole or in part) or update, amend and/or

enhance the data protection provisions of this Contract (in whole or part) to incorporate any applicable controller to processor standard clauses or similar terms in each case adopted under the Data Protection Legislation or forming part of an applicable approved certification scheme under Data Protection Legislation or otherwise to comply with Data Protection Legislation.

18 Intellectual property

- 18.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Onecom or its licensors.
- 18.2 If the Customer's use of the Service infringes, or allegedly infringes, a third party's Intellectual Property Rights, Onecom will indemnify the Customer for court awarded damages payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from the use by the Customer of the Services provided the Customer:
- 18.2.1 notifies Onecom promptly about the Claim;
- 18.2.2 allows Onecom to conduct all negotiations and proceedings and to settle the Claim;
- 18.2.3 provides Onecom with its reasonable assistance regarding the Claim; and
- 18.2.4 does not attempt to settle the Claim or make any admission or public statement relating to it, or do anything that may harm Onecom's defence of it.
- 18.3 The indemnity in clause 18.2 will not apply to any part of a Claim that results from or is connected with:
- 18.3.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 18.3.2 any modification of the Service, other than by or on behalf of Onecom;
- 18.3.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 18.3.4 the Customer using the Service in a way not agreed in writing by Onecom.
- 18.4 The Customer will indemnify Onecom for Claims, losses, costs or liabilities brought against Onecom that result from or are connected with:
- 18.4.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 18.4.2 any modification of the Service, other than by or on behalf of Onecom;
- 18.4.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 18.4.4 the Customer using the Service in a way not permitted by this Contract.
- 18.5 If using the Service leads, or is likely (in Onecom's reasonable opinion) to lead, to a Claim against the Customer as described in clause 18.2, Onecom may (at its own expense):
- 18.5.1 procure the right to continue the Customer's use of the Service; or
- 18.5.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Service is not materially affected.
- 18.6 The indemnity in clause 18.2 and the actions in clause 18.5 are the Customer's only remedies for Claims that use of the Service infringes a third party's Intellectual Property Rights.

19 General

19.1 Anti-bribery

Each party will comply in all respects with the Bribery Act 2010 and other relevant Applicable Law, regulations and sanctions relating to anti-bribery and anti-corruption. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.

19.2 Anti-slavery and human trafficking

- 19.2.1 In performing its obligations under the Contract, each party shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.
- 19.2.2 Each party represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

19.3 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract in respect of the affected Service immediately by giving Notice to the affected party.

19.4 Assignment and other dealings

- 19.4.1 Onecom may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 19.4.2 The Customer shall not, without the prior written consent of Onecom (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

19.5 Confidentiality

- 19.5.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.5.2.
- 19.5.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 19.5; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.6 Entire agreement

- 19.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.6.2 The Customer acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, promise, representation, assurance or warranty made or given (whether innocently or negligently) by or on behalf of Onecom that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 19.6.3 No terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing shall apply to the Contract.
- 19.6.4 Onecom's employees or agents are not authorised to make any representations concerning the Services unless confirmed by Onecom in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

19.7 Variation

- 19.7.1 The provisions in this clause 19.7 are without prejudice to the respective rights of the parties (including Onecom's rights to make changes to Services and/or prices) as set out elsewhere in the Contract.
- 19.7.2 Onecom may amend the General Terms or Service Terms at any time by:
- (a) publishing the amendment online at <https://onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of); and/or
- (b) by giving Notice to the Customer.
- 19.7.3 Onecom may amend the Charges:
- (a) in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the UK Consumer Prices Index (CPI) rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year plus 3.9%. If the CPI rate is a negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Onecom may use a substituted index or index figures published by that office for that month; and/or
- (b) at any time to reflect an increase in the cost to Onecom of supplying such Services due to Onecom's subcontractors or suppliers increasing charges, in which event Onecom shall use reasonable endeavours to give the Customer prior notice of such increase where reasonably practicable.
- 19.7.4 Any typographical, clerical or other accidental errors or omissions in an Order and/or any sales literature, quotation, price list, invoice or other document or information issued by Onecom shall be subject to correction without any liability on the part of Onecom.

19.7.5 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.8 Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

19.8.1 waive that or any other right or remedy; or

19.8.2 prevent or restrict the further exercise of that or any other right or remedy.

19.9 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.10 Notices

19.10.1 Save where specified otherwise, any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered to the other party personally; or

(b) sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in an Order (where sent by Onecom); or

(c) sent by email to notices@onecom.co.uk (where sent by the Customer) or to the email address set out in the Commercial Terms (where sent by Onecom),

or such other address or email address as a party may have specified to the other party in writing in accordance with this clause.

19.10.2 Any notice or other communication shall be deemed to have been duly received if delivered personally when left at such address or, if sent by prepaid post or recorded delivery at 9.00 am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. Notices sent by email will be deemed served one Business Day after transmission.

19.10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.11 Third party rights

No one other than a party to the Contract shall have any right to enforce any of its terms.

19.12 Counterparts

The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Contract but all the counterparts shall together constitute the same agreement.

19.13 Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.