

# ONECOM LIMITED

## Business Solutions

### Terms & Conditions

#### 1 Contract structure and contracting entity

- 1.1 These are the terms and conditions on which Onecom will supply Goods and Services to the Customer.
- 1.2 The Customer shall be deemed to have accepted the terms of the Contract on placing an Order.
- 1.3 By entering into the Contract, the Customer confirms that it is contracting as a business and not as a consumer.

#### 2 Interpretation

##### 2.1 Definitions

In the Contract, the following definitions apply:

**Acceptable Use Policy** Onecom's acceptable use policy, a copy of which can be found at <https://www.onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of);

**Applicable Law** the laws of England and Wales and any other laws and regulations that apply to providing or receiving the Service;

**Authorised Contacts** individuals authorised to act on behalf of the Customer in relation to the Service;

**Broadband Service** a broadband Service provided by Onecom to the Customer to access the internet using the Network;

**Bundle** Services and/or Goods that are provided under the same Contract (or two or more closely related or linked Contracts), at least one of which relates to the provision of an internet access service or a number-based interpersonal communications service. The other Services which may comprise part of a "Bundle" include content services or terminal equipment;

**Business Day** a day other than a Saturday, Sunday or public holiday (in England);

**Business Hours** 8.30-17.30 (UK time) on Business Days;

**Cancellation Charges** a sum equal to all costs incurred by Onecom in order to get ready to provide the Service, including cancellation charges from Onecom's subcontractors or suppliers or other costs payable to a third party and the cost of any Goods which have been delivered or provided to the Customer;

**Charges** together the (a) Recurring Charges; (b) One-Off Charges (if any); (c) variable charges (such as usage); and (c) any other fees or charges payable by the Customer as detailed in the Price Guide or in an Order;

**Claim** any legal claims, actions or proceedings against a party to this Contract, whether threatened or actual, whether by a third party or the other party to this Contract;

**Conditions** the terms and conditions set out herein;

**Contract** shall have the meaning given to it in the Commercial Terms;

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, and appropriate technical and organisational measures** as defined in the Data Protection Legislation;

**Customer** the party Onecom contracts with to provide the Service;

**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** except where Onecom specifies otherwise, the date the Customer accepts Onecom's offer to enter into the Contract, as may be further described in an order confirmation email;

**Estimated Go-Live Date** the date Onecom estimates that delivery of the Service is due to start;

**Force Majeure Event** an event or circumstance beyond a party's reasonable control;

**General Conditions** Ofcom's General Conditions of Entitlement;

**Go-Live Date** the date upon which the Service is first made available to the Customer;

**Goods** the equipment detailed in an Order and/or Service Terms which is intended for use with the Service and/or Third Party Software;

**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;

**Large Business Customer** a Customer who has ten or more employees at the Effective Date;

**Minimum Term** the period of months or years beginning on the Go-Live Date, as set out in the Order, Service Terms and/or Price Guide;

**Network** the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators;

**Not-for-profit Customer** a Customer which is a body for which (as at the Effective Date) no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which applies the whole of its income for charitable or public purposes and is prohibited from directly or indirectly distributing among its members any part of its assets;

**Notice** any notice given by one party to the other under the Contract in accordance with clause 23.7;

**OneCloud** Onecom's online portal;

**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

**OneCloud Order** an order that is placed by the Customer via OneCloud;

**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

**Onecom** Onecom Limited (Company No. 04031272) whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ;

**One-Off Charges** the non-recurring charges payable by the Customer in relation to the Goods and / or Services as described in an Order;

**Order** an order (in an Order Form, OneCloud Order or as otherwise agreed between the parties) that is placed by the Customer for the Goods and / or Services that is accepted by Onecom;

**Order Form** a document headed 'Order Form' which sets out the Goods and/or Services that the Customer has requested;

**Porting Fee** the fee for porting of a number and/or Service as detailed within the Price Guide;

**Price Guide** the price guide relating to the Service (as amended from time to time) at <https://onecom.co.uk/pricing/> (or any other online address that Onecom advises the Customer of);

**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);

**Recurring Charges** the regular and recurring charges payable by Customer for use of the Services on a monthly, quarterly or annual basis as set out in an Order;

**Relevant States** the United Kingdom, the European Union, the United States of America and any other countries which are applicable to the Customer;

**Restricted Party List** the list of restricted countries published by Relevant States (as updated from time to time);

**Sanctions** all economic, trade and financial sanctions, embargoes and other restrictive measures administered in the Relevant States;

**Service** each service provided by Onecom under the Contract, which may include part of a Service, provision of a Service to a Site, and/or Goods;

**Service Terms** the service terms applicable to the Service, identified by reference to the Service name e.g. 'SD-WAN Service Terms' located at <https://www.onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of);

**Service Cease Fee** the fee for cessation of a Service as detailed in the Price Guide;

**Site** a place at or to which the Service is to be supplied, as identified in an Order;

**Small Business Customer** a Customer who has fewer than ten employees at the Effective Date;

**Software** any software and related documentation that Onecom provides to the Customer as part of the Service, including any embedded software but excluding software licensed under an open source licence;

**Sub-Processor** has the meaning given in clause 21.7;

**Subsidy** any subsidy provided by Onecom as detailed in the Order Form;

**Subsidy Recovery Charge** a sum equal to the total Subsidy paid or provided to the Customer plus the administration charge detailed in the Price Guide;

**Telephone Service** a Service provided by Onecom to enable the Customer to make and receive calls over the Network;

**Termination Charges** the aggregate of:

- the charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted;
- the recurring monthly / quarterly / annual charges due to the end of the Minimum Term;
- the Subsidy Recovery Charge;
- if the Customer has paid a reduced charge, or no charge, for certain Goods or installation/connection services and the relevant Service ends before the end of the Minimum Period, the full price for the Goods and installation/connection services, excluding any discounts; and
- the Service Cease Fee (if any);

**Third Party Operator** the operator of any Network or provider of any electronic communications services over or through which Onecom may provide a Service;

**Third Party Software** third party software licensed under and subject to the terms of any end user license agreement (including shrink-wrap or click-through software licenses) or open source license provided with it, as detailed in an Order or Service Terms, which may include software which is (i) embedded in any item of equipment supplied by Onecom, or (ii) provided by Onecom and downloaded to any item of Customer equipment;

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

**User** any person the Customer allows to use the Service.

## 2.2 Construction

In the Contract, the following rules apply:

- 2.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 2.2.3 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;
- 2.2.4 unless stated otherwise, references to clauses in any document forming part of the Contract are to clauses in that document;
- 2.2.5 clause headings shall not affect the interpretation of the Contract;
- 2.2.6 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;
- 2.2.7 a reference to **writing** or **written** includes reference to any communication effected by electronic transmission or similar means; and
- 2.2.8 a **party** or the **parties** refer to the parties to the Contract.

## 3 Onecom obligations

### 3.1 Onecom will:

- 3.1.1 provide the Estimated Go-Live Date and use reasonable endeavours to meet such date. Activation on a specific date is not guaranteed and Onecom will have no liability in respect of any failure to commence the supply of a Service by any given date. Where Onecom has agreed to other dates, levels or standards in respect of the performance of a Service, such criteria must be detailed in writing in an Order. Onecom shall use reasonable endeavours to meet such performance criteria, but failure to do so shall not constitute a breach of Contract;
- 3.1.2 provide the Service in all material respects in accordance with the relevant Service Terms (if any) 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;
- 3.1.3 comply with Applicable Law;
- 3.1.4 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and
- 3.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

### 3.2 Onecom may change the Service (including the introduction or removal of features or replacement of the Service with an equivalent Service) at any time:

- 3.2.1 to comply with Applicable Law or other safety requirement;
- 3.2.2 for any other reason provided the change does not materially adversely affect the nature or quality of the Service; and/or
- 3.2.3 in the event Onecom's subcontractors or suppliers make a change to the Service.

## 4 Customer obligations and warranties

### 4.1 The Customer will:

- 4.1.1 co-operate with Onecom in all matters relating to the Service;
- 4.1.2 follow all reasonable instructions from Onecom or any of Onecom's subcontractors or suppliers from time to time in connection with the Service, including preparation activities that may be required to enable the Customer to receive the Service promptly or otherwise in accordance with the Contract;
- 4.1.3 ensure that its Order is complete and accurate and provide Onecom with such information and materials as Onecom may reasonably require to supply the Service, and ensure that such information is complete and accurate;
- 4.1.4 provide the names and contact details of Authorised Contacts, but Onecom may also accept instructions from a person who Onecom reasonably believes is acting with Customer authority;
- 4.1.5 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 Service;
- 4.1.6 only use the Goods and/or Services in accordance with the Acceptable Use Policy;
- 4.1.7 not resell the Service (unless expressly authorised to do so elsewhere in the Contract);

- 4.1.8 comply with, and procure that all Users comply with, Applicable Law and all terms of the Contract;
- 4.1.9 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;
- 4.1.10 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);
- 4.1.11 notify Onecom as soon as possible of any unauthorised access to its account or security details;
- 4.1.12 where applicable to the Service, and where the Customer is moving from another service provider, obtain and supply to Onecom a migration authorisation code;
- 4.1.13 where applicable to the Service, get and maintain all consents, licences, permissions and authorisations required for Onecom to provide the Service to a Site, including for:
  - (a) making alterations to buildings;
  - (b) getting into property;
  - (c) dealing with local authorities, landlords or owners;
  - (d) installing Goods; and
  - (e) using the Service over the Customer's network or at a Site;
- 4.1.14 not use the Service:
  - (a) for any purpose that may be offensive, abusive, a nuisance, illegal, or fraudulent; or
  - (b) for the transmission of material that contains software viruses or any other disabling or damaging programs;
- 4.1.15 not do anything that causes the Network to be impaired or damaged or which may interfere with other users' use of the Network or of any part of the Service; and
- 4.1.16 not use the Service in a way which is inconsistent with good faith commercial practice to Onecom's detriment.

### 4.2 The Customer warrants that:

- 4.2.1 it has the authority to enter into the Contract; and
- 4.2.2 it is a business and in contracting with Onecom in accordance with the Contract it is not acting for a purpose which could be regarded as outside its trade or profession.

## 5 OneCloud

### 5.1 In the event the Customer has access to OneCloud, the Customer agrees that it shall:

- 5.1.1 comply with the OneCloud Customer Agreement; and
- 5.1.2 ensure that each User complies with the OneCloud User Terms.

## 6 Sanction and export controls

- 6.1 The Customer and its Users will only use the Service, Goods and SIMs 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.
- 6.2 The Customer shall comply with all Export Control Laws and Sanctions, in both cases, in the Relevant States.
- 6.3 The Customer shall:

- 6.3.1 not knowingly do anything which may cause Onecom to breach any Export Control Laws or Sanctions;
- 6.3.2 provide such assistance, documentation and information to Onecom as it may reasonably require in order to comply with this clause 5;
- 6.3.3 not carry out activities in any country on a Restricted Party List;
- 6.3.4 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;
- 6.3.5 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
- 6.3.6 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.

## 7 Suspension of Service

### 7.1 Onecom may restrict or suspend any Service:

- 7.1.1 for any maintenance, modification, or technical failure of the Network or Service;
- 7.1.2 to implement a change under clause 3.2;
- 7.1.3 to safeguard the security and integrity of the Network;
- 7.1.4 for any breach of the Customer's obligations under this Contract, including clauses 4 and 8, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom; or

- 7.1.5 if the Customer becomes subject to any of the events listed in clauses 16.5.2(b) to 16.5.2(j), or if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 7.2 Onecom shall keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.
- 7.3 If Onecom restricts or suspends the Service pursuant to clauses 7.1.4 or 7.1.5:
- 7.3.1 the Customer will continue to be liable to pay the Charges for the Service until the Service ends; and
- 7.3.2 Onecom may charge the Customer to start the Service again.
- 8 Charges and payment**
- 8.1 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. The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.
- 8.2 Unless otherwise detailed in an Order, Onecom shall invoice the Customer for:
- 8.2.1 the Recurring Charges monthly, quarterly or annually (as may be applicable) in advance;
- 8.2.2 variable charges (such as usage) monthly in arrears;
- 8.2.3 the One-Off Charges (if any) on or at any time after an Order; and
- 8.2.4 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.
- 8.3 Onecom will invoice, and the Customer will pay, in pounds sterling.
- 8.4 Onecom will work out the Charges based on details that Onecom records or that are recorded for Onecom.
- 8.5 Onecom may invoice the Customer for any administration charges incurred as a result of the Customer providing a materially inaccurate or incomplete Order.
- 8.6 If Onecom issues an invoice online, it will notify the Customer by email.
- 8.7 Unless the Customer is disputing an invoice under clause 8.16, the Customer will pay each invoice from Onecom within the number of days set out in the Service Terms or Order (of if no such number is so set out then within 14 days) from the date on it. The Customer will pay the full amount in cleared funds into Onecom's bank account, without any set-off, counterclaim, deduction or withholding (except as required by law).
- 8.8 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.
- 8.9 The Customer will pay all Charges by direct debit, unless Onecom agrees otherwise.
- 8.10 Where the Customer does not pay by direct debit, unless Onecom agrees otherwise, Onecom will:
- 8.10.1 charge a payment processing fee as set out in the Price Guide; and
- 8.10.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.
- 8.11 In the event of a failed direct debit payment, unless Onecom agrees otherwise, Onecom will charge a direct debit rejection fee as set out in the Price Guide.
- 8.12 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:
- 8.12.1 notify the Customer that no further credit will be allowed;
- 8.12.2 require all Charges owing by the Customer to Onecom to be paid immediately in cash;
- 8.12.3 require the Customer to pay Charges in advance;
- 8.12.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
- 8.12.5 require the Customer to pay a deposit.
- 8.13 Unless stated otherwise in an Order, 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 Service, which shall be payable by the Customer in addition.
- 8.14 If the Customer does not pay an invoice by the date it is due and is not disputing the invoice in accordance with clause 8.16, Onecom may:
- 8.14.1 charge a late payment charge, as described in the Service Terms or the Price Guide; or
- 8.14.2 charge interest on the unpaid amount at the highest rate permitted by Applicable Law from the date payment was due until the date of actual payment, whether before or after judgment;
- 8.14.3 restrict or suspend the Service as set out in clause 5;
- 8.14.4 cancel any outstanding Order; and
- 8.14.5 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom (if any).
- 8.15 The Customer will pay any reasonable costs that Onecom incurs when recovering any amount the Customer owes to Onecom, including debt collection agency and legal costs.
- 8.16 In the event that the Customer disputes the amount of an invoice:
- 8.16.1 the Customer shall pay any undisputed portion of the invoice in accordance with clause 8.7;
- 8.16.2 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;
- 8.16.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge in accordance with clause 8.14; and
- 8.16.4 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.
- 8.17 Any invoice which is not disputed in accordance with clause 8.16 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.
- 9 Subsidy**
- 9.1 In addition to the provisions set out in this clause 9, Subsidy is subject to the terms and conditions set out elsewhere in the Contract, including in the Order Form.
- 9.2 Unless agreed otherwise by Onecom in writing, Subsidy shall only accrue and be released or made available to the Customer in equal amounts (calculated by dividing the total Subsidy by the number of months in the Minimum Term). If the total Subsidy changes during the Minimum Term, future monthly accrual amounts will be adjusted accordingly.
- 9.3 Onecom reserves the right to withhold payment or release of any Subsidy should the Customer fail to make any payment by the relevant due date for payment under the Contract or any other contract between Onecom and the Customer.
- 9.4 Where Subsidy takes the form of any payment to the Customer:
- 9.4.1 if the Customer wishes any payment to include VAT, the Customer must provide Onecom with a valid VAT invoice at least 30 days in advance of payment;
- 9.4.2 Onecom shall not provide the Customer with a credit note in respect of any payment; and
- 9.4.3 any payment required by the Customer to be made by cheque will incur a processing fee.
- 10 Specific provisions – Broadband Service**
- 10.1 Upon activation of a Broadband Service, the Customer accepts it may experience a temporary loss of its existing line.
- 10.2 Onecom cannot guarantee that any Broadband Service connection will operate at data transfer speeds set out in an Order, Service Terms, Price Guide or otherwise.
- 10.3 To prevent spam from entering and affecting the operation of the Network and Broadband Service, Onecom or a Third Party Operator may:
- 10.3.1 take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature or part of a bulk e-mail transmission; and
- 10.3.2 use within its systems virus screening technology that may result in the deletion or alteration of e-mail and/or e-mail attachments,
- but Onecom does not warrant that such technology will be effective against all virus attacks or unsolicited e-mails.
- 11 Specific provisions – Telephone Service**
- 11.1 Subject to Applicable Law, the Customer shall have no title to or interest in any telephone number or IP address provided by Onecom, and Onecom may modify or withdraw any telephone number or IP address at any time.
- 11.2 The Customer must notify Onecom at least five Business Days before any significant increase in traffic across the Network will arise as a result of the use of the Telephone Service. For the purposes of this clause, a significant increase will mean more than 5,000 calls in a 15-minute period to one phone number (or the aggregate of non-geographic numbers if they point to one number).
- 11.3 The Customer will not divert calls from travelling across the Network.
- 11.4 Onecom cannot guarantee the correct function of any service not provided by Onecom but which operates across a Telephone Service.
- 11.5 The Customer acknowledges that the Telephone Service is not immune to fraudulent or unauthorised intrusion or use (including interconnection to long distance networks, computer viruses and other malicious code) and, without prejudice to the provisions of clause 15, Onecom will not be liable for any costs or losses arising from such intrusion or use.
- 12 Goods – ordering and delivery**
- 12.1 The Customer is responsible for ensuring that the Goods are correct and appropriate for the Customer's intended use and requirements.
- 12.2 Onecom reserves the right to amend the specification or model of any of the Goods if required by any applicable statutory or regulatory requirements, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the date of the Order and the time of despatch. Onecom will endeavour to ensure that any such substituted Goods will be of equal or better quality.
- 12.3 Any lead times or dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence. The Goods may be delivered by Onecom in advance of any dates quoted for delivery of the Goods.
- 12.4 Delivery of the Goods shall be completed on the arrival of the Goods at the relevant Site or other address agreed by Onecom.

- 12.5 The Customer is under a duty to inspect the Goods on delivery.
- 12.6 Delays in the delivery of Goods shall not entitle the Customer to:
- 12.6.1 refuse to take delivery of the Goods; or
- 12.6.2 claim damages; or
- 12.6.3 terminate all or part of the Contract, subject always to clause 23.1.
- 12.7 Onecom shall have no liability for any failure to deliver, or delay in delivering, the Goods to the extent that any failure is caused by a Force Majeure Event, the Customer's failure to provide Onecom with adequate delivery instructions for the Goods or the Customer's failure to comply with any reasonable instruction related to the delivery of the Goods.
- 12.8 If the Customer fails to take delivery of the Goods within 3 Business Days of Onecom notifying the Customer that the Goods are ready and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the date quoted for delivery:
- 12.8.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the fourth Business Day following the day on which Onecom notified the Customer that the Goods were ready; and
- 12.8.2 Onecom shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 12.9 If 5 Business Days after Onecom notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Onecom may resell or otherwise dispose of part or all of the Goods.
- 13 Goods – warranties, replacements and returns**
- 13.1 The Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (**Manufacturer's Warranty**). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).
- 13.2 Except as provided in this clause 13, Onecom shall have no liability to the Customer in respect of the failure of Goods to comply with the applicable Manufacturer's Warranty.
- 13.3 Subject to clause 13.4 and any additional terms set out in a Service Terms, Onecom shall not be under any obligation to exchange, repair or replace Goods or provide any refunds.
- 13.4 Where Goods supplied to the Customer are or become faulty during the Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions or misuse):
- 13.4.1 The Customer should report the fault to the Onecom Support Team on 03300 888999 or by email to the relevant address at <https://onecom.co.uk/contact/>.
- 13.4.2 The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Onecom at the Customer's cost and risk by such post or courier service as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Onecom Limited, Onecom House 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ (or as otherwise directed by Onecom).
- 13.4.3 Onecom shall inspect the returned Goods and may return them to the manufacturer.
- 13.4.4 Onecom may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:
- (a) provide replacement Goods (subject to clause 13.5); or
- (b) refund such sum as Onecom reasonably considers to be the current market value of the faulty Goods.
- 13.5 The Customer acknowledges that, where it is determined (either by Onecom acting reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty the Customer remains liable for any sums outstanding in respect of such Goods and:
- 13.5.1 where the faulty Goods can be repaired:
- (a) the Customer shall return to Onecom any replacement Goods supplied pursuant to clause 13.4.4(a) (at the Customer's cost and risk) or pay Onecom the full cost of such replacement Goods; and
- (b) at the Customer's option, Onecom shall either (i) repair the faulty Goods and the Customer shall pay the costs of repair or (ii) return the faulty Goods to the Customer at the Customer's cost and risk;
- 13.5.2 where the faulty Goods cannot be repaired, the Customer shall pay Onecom the full cost of any replacement Goods supplied pursuant to clause 13.4.4(a).
- 13.6 The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Onecom and the Customer agrees that Onecom will not be liable if any such data is lost or corrupted during any process set out in clauses 13.4 and 13.5.
- 13.7 Notwithstanding the foregoing provisions of this clause 13, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.
- 14 Goods – risk and title**
- 14.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 14.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title to the Goods shall not pass to the Customer until:
- 14.2.1 in respect of Goods for which Onecom has invoiced the Customer, Onecom has received payment in full (in cash or cleared funds) for those Goods; or
- 14.2.2 in respect of Goods which Onecom has discounted (in full or in part), Onecom has received payment in full (in cash or cleared funds) of all sums due from the Customer for the Minimum Term.
- 14.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 14.3.1 keep accurate records of the location or keeper of the Goods;
- 14.3.2 maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide;
- 14.3.3 keep them insured against all risks for their full replacement value from the date of delivery;
- 14.3.4 notify Onecom immediately if it becomes subject to any of the events listed in clauses 16.5.2(b) to 16.5.2(j); and
- 14.3.5 give Onecom such information relating to the Goods as Onecom may require from time to time.
- 14.4 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clauses 16.5.2(b) to 16.5.2(j), or Onecom reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy Onecom may have, Onecom may at any time:
- 14.4.1 require the Customer at the Customer's own cost and expense to deliver up the Goods in its possession; or
- 14.4.2 without further notice enter any premises of the Customer or of any third party where the Goods may be kept or stored in order to recover them.
- 14.5 The Customer shall at all times ensure that any and all parties that seek to assert any right or claim against the Customer are made fully aware that the Goods are subject to reservation of title by Onecom and that the Goods are not the property of the Customer.
- 14.6 If, for whatever reason, any party seeks to assert any right or claim against the Customer or the Goods, the Customer shall at its own cost and expense defend any such right or claim such as to preserve the reservation of title of the Goods and/or at Onecom's request join any proceedings brought by Onecom in relation to the Goods.
- 15 Liability**
- 15.1 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 23.1 applies), to the extent that Onecom's failure is due to:
- 15.1.1 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;
- 15.1.2 anyone other than Onecom or Onecom's subcontractors or suppliers doing something, or not doing something, they need to do; or
- 15.1.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.
- 15.2 Subject to clause 15.5:
- 15.2.1 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:
- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; or
- (f) any indirect or consequential loss; and
- 15.2.2 each 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 in no circumstances exceed the greater of:
- (a) the amount paid by the Customer to Onecom under the Contract in the 12 months prior to the date the loss arose; and
- (b) £100,000.
- 15.3 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 15.2.2.
- 15.4 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.
- 15.5 Nothing in these Conditions excludes or limits the liability of a party for:
- 15.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 15.5.2 fraud or fraudulent misrepresentation; or
- 15.5.3 any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.
- 15.6 This clause 15 shall survive termination of the Contract.
- 16 Term and termination**
- 16.1 The Contract shall commence on the Effective Date and shall continue until:
- 16.1.1 it is terminated in accordance with its terms; or

- 16.1.2 Onecom is no longer providing any Services to the Customer and there are no outstanding Orders.
- 16.2 The Customer can cancel an Order by giving Onecom Notice, provided such Notice is received (or deemed received) by Onecom before the Go-Live Date.
- 16.3 If the Customer cancels an Order in accordance with clause 16.2:
- 16.3.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, Onecom may amend the Charges to reflect this; and
- 16.3.2 the Customer will pay Onecom the Cancellation Charges in accordance with clause 8.7.
- 16.4 Either party can terminate the Contract at any time by giving:
- 16.4.1 at least 90 days' Notice in respect of any Service based on ethernet, DIA, EFM or EFTTC; and
- 16.4.2 at least 30 days' Notice for any other Service.
- 16.5 Without limiting its other rights or remedies:
- 16.5.1 Onecom may terminate the Contract in whole or part with immediate effect by giving Notice to the Customer where the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 8.16.2) on the due date for payment and remains in default no less than 30 days after being notified in writing to make such payment;
- 16.5.2 a party may terminate the Contract in whole or in part with immediate effect by giving Notice to the other party if:
- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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);
- (g) 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;
- (h) a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
- (i) 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;
- (j) 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 (b) to (i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party's financial position deteriorates to such an extent that in Onecom's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 16.6 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.
- 17 Consequences of termination**
- 17.1 If the Customer terminates the Contract, the Service or any Order using its rights set out in:
- 17.1.1 clause 16.4 (termination without cause), the Customer will pay Onecom:
- (a) the Termination Charges; and
- (b) all Charges for Services that are or would have been performed during the Notice period set out in clause 16.4.
- 17.1.2 clause 16.5 the Customer shall pay to Onecom an amount equal to the Subsidy which has been paid or provided to the Customer before it has been accrued pursuant to clause 8.2.
- 17.2 If Onecom terminates the Contract, the Service or any Order using its rights set out in:
- 17.2.1 clause 16.5, the Customer will pay Onecom the Termination Charges;
- 17.2.2 clause 16.4 (termination without cause), the Customer shall pay to Onecom an amount equal to the Subsidy which has been paid or provided to the Customer before it has been accrued pursuant to clause 9.2.
- 17.3 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
- 17.3.1 the Customer will immediately pay Onecom any money and interest that is due up to the date of termination;
- 17.3.2 where any Goods are to be returned to Onecom, the Customer shall upon request promptly (and in any case within 14 days of Onecom's written request) pay to Onecom a handling fee in respect of each unit of Goods;
- 17.3.3 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
- 17.3.4 the following clauses shall continue in force: clause 2 (Interpretation), clause 15 (Liability), clause 17 (Consequences of termination), clause 0 (Intellectual property), clause 21 (Data protection), clause 23.3 (Confidentiality), clause 23.4 (Entire agreement), clause 23.5 (Waiver), and clause 23.10 (Governing law and jurisdiction).
- 18 Changes to the Contract**
- 18.1 The provisions in this clause 18 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 18.2 Onecom may amend the Charges in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the Office for National Statistics' (or such other body to which the functions of that office may be transferred) UK Consumer Prices Index (CPI) rate for December of the previous year (published in January) plus 3.9%. If the CPI rate is negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Onecom may use a substituted index published by that office for that month. As an example:
- Based on a) an increase of 7.9% being the CPI rate for December 2023 of 4.0% plus 3.9%, and b) Charges of £50 per month, the Customer's Charges would increase to (£50.00 x 1.079) £53.95 from its first April invoice. Following price increases would be calculated on the relevant CPI rate, but assuming the same rate, the Customer's Charges would increase to (£53.95 x 1.079) £58.21 from its second April invoice.*
- 18.3 This clause 18.3 applies to Large Business Customers only. Without prejudice to clause 18.2, Onecom may amend the Contract (including the Charges) at any time by either:
- 18.3.1 publishing the amendment online at <https://onecom.co.uk/pricing> and/or <https://onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of); or
- 18.3.2 by giving Notice to the Customer.
- 18.4 This clause 18.4 applies to Small Business Customers and Not-for-profit Customers only. Without prejudice to clause 18.2, Onecom may amend the Contract (including the Charges) at any time in the event such changes are required by Applicable Law or are administrative in nature by:
- 18.4.1 publishing the amendment online at <https://onecom.co.uk/pricing> and/or <https://onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of); or
- 18.4.2 giving Notice to the Customer.
- 18.5 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 19 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).
- 20 Intellectual property**
- 20.1 Intellectual Property Rights in or arising out of the Service will be owned by Onecom save to the extent that any of them contain Intellectual Property Rights owned by third parties.
- 20.2 If Onecom provides Software so the Customer can use the Service, Onecom gives the Customer a non-transferable, non-exclusive licence to use the Software only for the purposes and in the manner set out in the Contract, and for the period during which Onecom provides the relevant Service. The Customer will comply with any third party terms that apply to the use of the Software.
- 20.3 The Customer will not and will ensure that its Users do not, copy, decompile, modify or reverse engineer any Software, or allow any third party to do so, except with Onecom's prior written consent.
- 20.4 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 Claims, losses, costs or liabilities brought against it provided the Customer:
- 20.4.1 notifies Onecom promptly about the Claim;
- 20.4.2 allows Onecom to conduct all negotiations and proceedings and to settle the Claim;

- 20.4.3 provides Onecom with its reasonable assistance regarding the Claim; and
- 20.4.4 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.
- 20.5 The indemnity in clause 20.4 will not apply to any part of a Claim that results from or is connected with:
- 20.5.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 20.5.2 any modification of the Service, other than by or on behalf of Onecom;
- 20.5.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 20.5.4 the Customer using the Service in a way not agreed in writing by Onecom.
- 20.6 The Customer will indemnify Onecom for Claims, losses, costs or liabilities brought against Onecom that result from or are connected with:
- 20.6.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 20.6.2 any modification of the Service, other than by or on behalf of Onecom;
- 20.6.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 20.6.4 the Customer using the Service in a way not permitted by this Contract.
- 20.7 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 20.4, Onecom may (at its own expense):
- 20.7.1 procure the right to continue the Customer's use of the Service; or
- 20.7.2 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.
- 20.8 The indemnity in clause 20.4 and the actions in clause 20.7 are the Customer's only remedies for Claims that use of the Service infringes a third party's Intellectual Property Rights.

## 21 Data protection

- 21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Onecom is the Controller in limited circumstances, including:
- 21.2.1 processing traffic data for the purposes of calculating Charges and understanding communication flow through the Network; and
- 21.2.2 administering and managing our relationship in regard to the Services and the Contract,
- in which case, Onecom shall carry out processing in accordance with its Privacy Policy.
- 21.3 Subject to clause 21.2, 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 Goods and/or Services pursuant to the Contract.
- 21.4 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:

<b>Subject matter</b>	The processing of the Data Subjects' Personal Data in order to provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.
<b>Duration</b>	The duration required for the performance of the Contract.
<b>Categories of data</b>	Any Personal Data transferred by the Customer to Onecom under this Contract, including, but not limited to: <ul style="list-style-type: none"> <li>• title;</li> <li>• full name;</li> <li>• job title;</li> <li>• telephone numbers and other contact details; and</li> <li>• 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).</li> </ul>
<b>Categories of Data Subjects</b>	Employees of the Customer (or such other persons authorised by the Customer to make use of the Services)
<b>Nature of processing</b>	Storing and using the information to fulfil the Contract.
<b>Purposes of processing</b>	To provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.

- 21.5 Without prejudice to the generality of clause 21.1, 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.
- 21.6 Without prejudice to the generality of clause 21.1, Onecom shall, in relation to any Personal Data processed by Onecom as Processor in connection with the Contract:

- 21.6.1 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;
- 21.6.2 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);
- 21.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 21.6.4 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;
- 21.6.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 21.6.6 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 21.6.6, Personal Data shall be considered deleted where it is put beyond further use by Onecom; and
- 21.6.7 maintain records to demonstrate its compliance with this clause 21 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.
- 21.7 The Customer hereby provides its prior, general authorisation for Onecom to:
- 21.7.1 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 21. 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 21.7; and
- 21.7.2 transfer Personal Data outside of the UK or EEA as required for the purposes as described in clause 21.4, provided that Onecom ensures that all such transfers are effected in accordance with Data Protection Legislation.
- 21.8 Onecom may, at any time on not less than 30 days' notice (pursuant to clause 18.3 or 18.4 as applicable), revise this clause 21 (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.

## 22 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.

## 23 General

### 23.1 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 immediately by giving Notice to the affected party.

### 23.2 Assignment and other dealings

23.2.1 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.

23.2.2 The Customer shall not, without the prior written consent of Onecom, 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.

### 23.3 Confidentiality

23.3.1 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 23.3.2.

23.3.2 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 23.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23.3.3 The provisions of this clause 23.3 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

#### 23.4 Entire agreement

23.4.1 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.

23.4.2 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.

23.4.3 Any samples, drawings, descriptive matter or advertising issued by Onecom and any illustrations or descriptions of the Service on Onecom's website are issued or published for the sole purpose of giving an approximate idea of the Service described in them. They shall not form part of the Contract or have any contractual force.

23.4.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

23.4.5 Onecom's employees or agents are not authorised to make any representations concerning the Service 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.

23.4.6 Any typographical, clerical or other accidental errors or omissions in 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.

#### 23.5 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:

23.5.1 waive that or any other right or remedy; or

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

#### 23.6 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.

#### 23.7 Notices

23.7.1 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 the Order Form (where sent by Onecom); or
- (c) sent by email to [notices@onecom.co.uk](mailto:notices@onecom.co.uk) (where sent by the Customer) or to the billing email address set out in the Order Form (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.

23.7.2 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.

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

#### 23.8 Third party rights

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

#### 23.9 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.

#### 23.10 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.