

General Terms – Personal Use

These General Terms are the terms on which Onecom will supply Services to you, the Customer. Please read these terms and conditions carefully before you submit your Order to Onecom. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

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| <p>1 Interpretation</p> <p>The following definitions and rules of interpretation apply in these General Terms.</p> <p>1.1 Definitions</p> <p>Acceptable Use Policy Onecom's acceptable use policy, a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Applicable Law the laws of England and Wales and any other laws and regulations that apply to providing or receiving Services</p> <p>Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business</p> <p>Charges together the:</p> <ul style="list-style-type: none"> (a) Recurring Charges; (b) One-Off Charges (if any); (c) Variable Charges (where applicable); and (d) any other fees or charges payable by the Customer as detailed in the Price Guide. <p>Claim 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</p> <p>Contract shall have the meaning given to it in the Order Form</p> <p>Customer the party identified as the Customer in an Order Form</p> <p>Effective Date the date of an Order Form, or where no date is detailed, it shall be:</p> <ul style="list-style-type: none"> (a) the date upon which all parties have signed the Order Form; or (b) where the Customer is the sole signatory to the Order Form, the date of signature by the Customer <p>Equipment the equipment supplied by Onecom as detailed in the Order Form</p> <p>Estimated Service Commencement Date the estimated date for commencement of a Service (or Service Element) specified in an Order Form, or otherwise communicated to the Customer by Onecom</p> <p>Force Majeure Event an event or circumstance beyond a party's reasonable control</p> <p>Goods the Equipment and/or Third Party Software</p> <p>General Terms these general terms</p> <p>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</p> <p>Investment Subsidy</p> <p>Minimum Term the minimum term committed by the Customer for the relevant Service as set out in the Order Form</p> <p>Network the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators</p> <p>OneCloud Onecom's online portal</p> <p>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/</p> | <p>and which shall be accepted by the Customer on first use of OneCloud</p> <p>OneCloud Order an order that is placed by the Customer via OneCloud</p> <p>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 the Customer on first use of OneCloud</p> <p>Onecom Onecom Limited (company number 04031272) whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire PO15 7FJ</p> <p>Order an order (in an Order Form or as otherwise agreed between the parties) that is placed by the Customer for Services (and Goods, where applicable) and that is accepted by Onecom</p> <p>Order Form (or Commercial Terms) as applicable:</p> <ul style="list-style-type: none"> (a) a document headed 'Order Form' which sets out the Services (and Goods, where applicable) that the Customer has requested; or (b) a OneCloud Order <p>One-Off Charges the non-recurring charges payable by the Customer in relation to the Services as described in an Order Form and/or in an Order</p> <p>Price Guide the price guide (as amended from time to time), 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);</p> <p>Privacy Policy Onecom's privacy policy (as amended from time to time), a copy of which can be found at https://onecom.co.uk/privacy-policy/ (or any other online address that Onecom advises the Customer of)</p> <p>Purchase of Goods Terms Onecom's purchase of goods terms (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>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 Form</p> <p>Service each service provided by Onecom as set out in an Order Form, which may include part of a Service and provision of a Service to a Site. Any reference to Service may be an individual Service or collectively all Services, as appropriate</p> <p>Service Element the individual components of a Service (including optional service elements if applicable)</p> <p>Service Commencement Date unless stated otherwise in the Service 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</p> <p>Service Terms the service terms applicable to the Service, identified by reference to the Service name (e.g. 'Zoom Service Terms'), as amended from time to time, copies of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Site(s) a place at or to which the Service is to be supplied, as identified in the Order Form</p> <p>Subsidy any subsidy / investment provided by Onecom as detailed in the Order Form</p> <p>Subsidy Terms Onecom's Subsidy terms (as amended from time to time) at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Termination Charges the aggregate of:</p> <ul style="list-style-type: none"> (a) the charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted; (b) the Recurring Charges due to the end of the Minimum Term minus a 2% discount; |
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- (c) 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;
- (d) where applicable, any fees relating to porting of numbers or cessation of a Service as detailed in the Price Guide; and
- (e) any sums due under the Subsidy Terms

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 supplied by Onecom, which is:

- (a) embedded in any Equipment; or
- (b) downloaded to: (i) any Equipment; or (ii) any other goods situated at a Site and/or used by the Customer, whether or not in conjunction with the Equipment or in connection with a Service

User any person who uses a Service

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

2 Application of these General Terms

These General Terms apply to Services being used by Customers for personal use only and not for business purposes.

3 Information about Onecom

Onecom Limited is a limited company registered in England and Wales with Company No. 04031272 whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.

4 How to contact Onecom

- 4.1 The Customer can contact Onecom by telephoning the Onecom customer service team on 03300 888999 or by writing to care@onecom.co.uk or Customer Services, Onecom House, 4400 Parkway, Solent Business Park, Fareham, Hampshire, PO15 7FJ.
- 4.2 If Onecom has to contact the Customer, it shall do so by telephone or by writing to the email address or postal address provided by the Customer and set out in the Order.

5 Customer's right to change their mind

- 5.1 The Customer has the right to cancel the Contract within 14 days without giving any reason.
- 5.2 The right to cancel will expire 14 days after the latest of:
 - 5.2.1 the date the Services commence; or
 - 5.2.2 the date Onecom accepts the Customer's Order.
- 5.3 To exercise the right to cancel, the Customer must inform Onecom of their decision to cancel the Contract by a clear statement (e.g. a letter sent by post or email). The Customer can use the model cancellation form set out at the end of these General Terms, but it is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning the exercise of their right to cancel before the cancellation period has expired.
- 5.5 If the Customer cancels the Contract, Onecom will reimburse the Customer for all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer has chosen a type of delivery other than the least expensive type of standard delivery offered by Onecom).
- 5.6 Onecom may make a deduction from the reimbursement for an amount for the supply of the Services for the period for which they were supplied, ending with the time the Customer advised Onecom to cancel the Contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 5.7 Onecom will make the reimbursement without undue delay, and not later than 14 days after the day on which Onecom is informed about the Customer's decision to cancel the Contract.
- 5.8 Onecom will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

6 Commencement and duration

The Contract commences on the Effective Date and shall continue until either party gives the other party written notice to terminate in accordance with the terms of the Contract.

7 Goods

In the event the Customer orders Goods, it agrees to comply with the Purchase of Goods Terms.

8 Subsidy

In the event Onecom provides the Customer with any Subsidy, the Customer agrees to comply with the Subsidy Terms.

9 OneCloud

If the Customer has access to OneCloud, the Customer agrees to comply with the OneCloud Customer Agreement and the OneCloud User Terms.

10 Services

- 10.1 For certain Services (or Service Elements) Onecom may provide an Estimated Service Commencement Date and Onecom shall use reasonable endeavours to meet 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:
 - 10.1.1 adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or
 - 10.1.2 cancel the applicable Service (or Service Element), subject to any applicable Recovery Charge that may be payable by Customer.
 - 10.2 Services ordered by the Customer will be available and ready for use on the Service Commencement Date. The 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.
 - 10.3 Without prejudice to any rights contained within the Service Terms, 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.
- ## 11 Charges and Payment
- 11.1 The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else.
 - 11.2 The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.
 - 11.3 The Variable Charges will be calculated on usage information recorded by or on behalf of Onecom.
 - 11.4 Unless stated otherwise in the Order Form or applicable Service Terms, Onecom shall invoice the Customer for:
 - 11.4.1 the Recurring Charges monthly, quarterly or annually (as may be applicable) in advance;
 - 11.4.2 the One-Off Charges (if any) on or at any time after an Order;
 - 11.4.3 the Variable Charges (if any) monthly in arrears; and
 - 11.4.4 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.
 - 11.5 Onecom will invoice, and the Customer will pay, in pounds sterling.
 - 11.6 The Customer will pay all Charges by direct debit, unless Onecom agrees otherwise in writing.
 - 11.7 If Onecom issues an invoice on OneCloud, it will notify the Customer by email.
 - 11.8 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 Order Form (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.
 - 11.9 Onecom may with the Customer's permission 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
 - 11.9.1 notify the Customer that no further credit will be allowed;
 - 11.9.2 require all Charges owing by the Customer to Onecom to be paid immediately;
 - 11.9.3 require the Customer to pay Charges in advance;
 - 11.9.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
 - 11.9.5 require the Customer to pay a deposit.
 - 11.10 Unless stated otherwise in an Order, the Charges are inclusive 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.
 - 11.11 If the Customer fails to make any payment due to Onecom (i) under the Contract by the Due Date; or (ii) any other contract between Onecom and the Customer in accordance with its terms, Onecom shall be entitled to:

- 11.11.1 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.
 - 11.11.2 cancel any Order or suspend any further provision of the Services to the Customer;
 - 11.11.3 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom; and/or
 - 11.11.4 restrict or suspend the Service as set out in clause 14.
 - 11.12 The Customer will pay all reasonable costs that Onecom incurs when recovering any overdue amount, including debt collection agency and legal costs.
 - 11.13 If the Customer disputes the amount of any Onecom invoice in good faith and on bona fide grounds:
 - 11.13.1 the Customer shall pay any undisputed portion of the invoice by the Due Date;
 - 11.13.2 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;
 - 11.13.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 11.11.1; and
 - 11.13.4 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.
 - 11.14 Any invoice which is not disputed in accordance with clause 11.13 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.
- 12 Onecom obligations**
- 12.1 Onecom shall:
 - 12.1.1 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;
 - 12.1.2 comply with Applicable Law;
 - 12.1.3 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if required by Applicable Law; and
 - 12.1.4 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.
- 13 Customer's obligations**
- 13.1 The Customer shall:
 - 13.1.1 ensure that an Order is complete and accurate;
 - 13.1.2 co-operate with Onecom in all matters relating to the Services;
 - 13.1.3 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;
 - 13.1.4 only use the Services in accordance with the Acceptable Use Policy;
 - 13.1.5 not resell the Services or any part thereof;
 - 13.1.6 comply with Applicable Law;
 - 13.1.7 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;
 - 13.1.8 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);
 - 13.1.9 notify Onecom as soon as possible of any unauthorised access to its account or security details;
 - 13.1.10 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;
 - 13.1.11 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;
- 13.1.12 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;
 - 13.1.13 not use the Service for any business purpose;
 - 13.1.14 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; and
 - 13.1.15 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.
- 14 Suspension of Service**
- 14.1 Onecom may restrict or suspend the provision of Services (in whole or in part):
 - 14.1.1 for any maintenance, modification, or technical failure of the Network or Service;
 - 14.1.2 to implement a change under clause 10.3;
 - 14.1.3 to safeguard the security and integrity of the Network; or
 - 14.1.4 for any breach of the Customer's obligations under the Contract, including clauses 11 or 13, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom.
 - 14.2 Onecom shall use reasonable endeavours to keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.
 - 14.3 If Onecom restricts or suspends the Service pursuant to clauses 14.1.4:
 - 14.3.1 the Customer will continue to be liable to pay the Charges for the Service; and
 - 14.3.2 Onecom may charge the Customer to start the Service again.
- 15 Limit on Onecom's responsibility to the Customer**
- 15.1 Except for any legal responsibility that Onecom cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of the Customer's personal information, Onecom is not legally responsible for:
 - 15.1.1 losses that were not foreseeable to the Customer and Onecom when the Contract was formed;
 - 15.1.2 losses that were not caused by any breach by Onecom of the Contract;
 - 15.1.3 business losses; and
 - 15.1.4 losses to non-consumers.
- 16 Customer rights to end the Contract**
- 16.1 The Customer may end the Contract by contacting Onecom in accordance with clause 4.1 if:
 - 16.1.1 Onecom has advised the Customer about an upcoming change to these General Terms which is materially detrimental to the Customer;
 - 16.1.2 Onecom has advised the Customer about an error in the price or description of the Services, a Service at any time by giving such Notice as specified for that Service in the Service Terms, and the Customer does not wish to proceed; or
 - 16.1.3 the Customer has a legal right to end the Contract because of something Onecom has done wrong.
 - 16.2 The Customer may end the Contract:
 - 16.2.1 at any time on no less than 90 days' written notice; or
 - 16.2.2 (where the Customer has multiple Services and does not wish to terminate all such Services), 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 each case, the provisions of clause 18 shall apply.
- 17 Onecom rights to end the Contract**
- 17.1 Following expiry of the Minimum Term, Onecom may terminate the Contract by giving no less than 30 days' written notice to the Customer.
 - 17.2 Onecom may terminate the Contract (in whole or in part) with immediate effect by giving notice to the Customer in the event:

- 17.2.1 Onecom has suspended the Service under clauses 14.1.4 or pursuant to the Service Terms; or
- 17.2.2 the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 11.13.2) by the Due Date and remains in default no less than 30 days after being notified in writing to make such payment.
- 18 Consequences of termination**
- 18.1 In the event a party terminates a Service where more than one Service is provided under the Contract, the Contract shall only terminate in respect of the terminated Service, and shall continue in respect of any continuing Service.
- 18.2 If the Customer terminates the Contract or a Service using its rights set out in clause 16.2, the Customer will pay Onecom:
- 18.2.1 the Termination Charges; and
- 18.2.2 all Charges that are or would have been performed during the notice period set out in clause 16.2.
- 18.3 If Onecom terminates the Contract or a Service using its rights set out in clauses 16.1, the Customer will pay Onecom the Termination Charges.
- 18.4 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
- 18.4.1 the Customer will immediately stop using the relevant Service;
- 18.4.2 the Customer will immediately pay Onecom all Charges and interest due up to the date of termination;
- 18.4.3 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
- 18.4.4 the following clauses shall continue in force: clause 1 (Interpretation), clause 15 (Limit on Onecom's responsibility to the Customer), clause 18 (Consequences of termination), clause 21 (Data protection), clause 22 (Intellectual property), clause 23.3 (Waiver) and clause 23.7 (Governing law and jurisdiction).
- 19 Changes to the Contract**
- 19.1 The provisions in this clause 19 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 19.2 For Contracts entered into:
- 19.2.1 on or after 17 January 2025, Onecom may amend (i) the Recurring Charges as detailed in the Order Form and (ii) all other Charges in accordance with clause 19.3; and
- 19.2.2 prior to 17 January 2025, Onecom may amend the Charges in accordance with clause 19.3.
- 19.3 Subject to clause 19.1, Onecom may amend the other 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% 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.*
- 19.4 Without prejudice to clauses 19.1 and 19.3, Onecom may amend the Contract at any time in the event such changes are required by Applicable Law or are administrative in nature by either:
- 19.4.1 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
- 19.4.2 by giving notice in writing to the Customer.
- 19.5 No other variation of the Contract shall be effective unless it is in writing and signed by the parties
- 20 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).
- 21 Data protection**
- The Customer's personal data will be used in line with Onecom's Privacy Policy.
- 22 Intellectual property**
- 22.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Onecom or its licensors.
- 22.2 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:
- 22.2.1 notifies Onecom promptly about the Claim;
- 22.2.2 allows Onecom to conduct all negotiations and proceedings and to settle the Claim;
- 22.2.3 provides Onecom with its reasonable assistance regarding the Claim; and
- 22.2.4 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.
- 22.3 The indemnity in clause 22.2 will not apply to any part of a Claim that results from or is connected with:
- 22.3.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 22.3.2 any modification of the Service, other than by or on behalf of Onecom;
- 22.3.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 22.3.4 the Customer using the Service in a way not agreed in writing by Onecom.
- 22.4 The Customer will indemnify Onecom for Claims, losses, costs or liabilities brought against Onecom that result from or are connected with:
- 22.4.1 the Customer's use of the Service with equipment, software or another service not supplied by Onecom;
- 22.4.2 any modification of the Service, other than by or on behalf of Onecom;
- 22.4.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 22.4.4 the Customer using the Service in a way not permitted by the Contract.
- 22.5 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 22.2, Onecom may (at its own expense):
- 22.5.1 procure the right to continue the Customer's use of the Service; or
- 22.5.2 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.
- 22.6 The indemnity in clause 22.2 and the actions in clause 22.5 are the Customer's only remedies for Claims that use of the Service infringes a third party's Intellectual Property Rights.
- 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 two months, the party not affected may terminate the Contract in respect of the affected Service immediately by giving written 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 any of its rights or obligations under the Contract.
- 23.3 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:
- 23.3.1 waive that or any other right or remedy; or
- 23.3.2 prevent or restrict the further exercise of that or any other right or remedy.
- 23.4 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.

23.5 Third party rights

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

23.6 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.

23.7 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.

Onecom Model Cancellation Form

Complete and return this form only if you wish to withdraw from the Contract

To: Onecom Limited
Onecom House
4400 Parkway
Whiteley
Fareham
PO15 7FJ

Telephone: 03300 888 999
Email: care@onecom.co.uk

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*]:

.....
.....
.....
..... (description of products)

Ordered on [*]/received on [*]:.....(dates)

Name of consumer(s):.....

Address of consumer(s):.....

Signature of consumer(s) (only if this form is notified on paper).....

Date:.....

[*] Delete as appropriate