

## Purchase of Goods Terms - Personal Use

These Purchase of Goods Terms are the terms on which Onecom will supply Goods 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 Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

<p><b>1 Interpretation</b></p> <p>The following definitions and rules of interpretation apply in these Purchase of Goods Terms.</p> <p><b>1.1 Definitions</b></p> <p><b>Acceptable Use Policy</b> Onecom's acceptable use policy, a copy of which can be found at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p> <p><b>Applicable Law</b> the laws of England and Wales and any other laws and regulations that apply to providing or receiving the Equipment</p> <p><b>Business Day</b> a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business</p> <p><b>Charges</b> the fees and charges payable to Onecom in relation to the Goods as set out in the Order</p> <p><b>Claim</b> 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><b>Contract</b> shall have the meaning given to it in the Order Form</p> <p><b>Customer</b> the party identified as the Customer in the Order Form</p> <p><b>Effective Date</b> the date of an Order</p> <p><b>Equipment</b> the equipment supplied by Onecom as detailed in the Order Form</p> <p><b>Force Majeure Event</b> an event or circumstance beyond a party's reasonable control</p> <p><b>General Terms</b> Onecom's general terms (as amended from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p> <p><b>Goods</b> the Equipment and / or Third Party Software</p> <p><b>Intellectual Property Rights</b> 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><b>OneCloud</b> Onecom's online portal</p> <p><b>OneCloud Customer Agreement</b> the OneCloud customer agreement (as updated from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a> and which shall be accepted by the Customer on first use of OneCloud</p> <p><b>OneCloud Order</b> an order that is placed by the Customer via OneCloud</p> <p><b>OneCloud User Terms</b> the OneCloud user terms (as updated from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a> and which shall be accepted by each User on first use of OneCloud</p> <p><b>Onecom</b> Onecom Limited (company number 04031272) whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire PO15 7FJ</p> <p><b>Order</b> an order (in an Order Form, OneCloud Order or as otherwise agreed between the parties) that is placed by the Customer for Equipment and that is accepted by Onecom</p> <p><b>Order Form</b> a document headed 'Order Form' which sets out the Equipment that the Customer has requested</p> <p><b>Price Guide</b> the price guide (as amended from time to time) at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p>	<p>(or any other online address that Onecom advises the Customer of);</p> <p><b>Privacy Policy</b> Onecom's privacy policy (as amended from time to time) at <a href="https://www.onecom.co.uk/privacy-policy/">https://www.onecom.co.uk/privacy-policy/</a> (or any other online address that Onecom advises the Customer of)</p> <p><b>Service(s)</b> each service(s) provided by Onecom as set out in an Order Form</p> <p><b>Shipping Address</b> in relation to a particular delivery, the shipping address set out in the Order Form relating to such delivery, or such other address agreed between the parties in writing</p> <p><b>Third Party Software</b> third party software supplied by Onecom, which is:</p> <p>(a) embedded in any Equipment; or</p> <p>(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</p> <p><b>2 Application of these General Terms</b></p> <p>These Purchase of Goods Terms apply to Goods being purchased by Customers for personal use only and not for business purposes.</p> <p><b>3 Information about Onecom</b></p> <p>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.</p> <p><b>4 How to contact Onecom</b></p> <p>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.</p> <p>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.</p> <p><b>5 Customer's right to change their mind</b></p> <p>5.1 The Customer has the right to cancel the Contract within 14 days without giving any reason.</p> <p>5.2 The right to cancel will expire 14 days after the latest of:</p> <p>5.2.1 the day after the day the Goods are delivered to the Customer; or</p> <p>5.2.2 the date Onecom accepts the Customer's Order.</p> <p>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 Purchase of Goods Terms, but it is not obligatory.</p> <p>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.</p> <p>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).</p> <p>5.6 Onecom may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Customer.</p> <p>5.7 Onecom will make the reimbursement without undue delay, and not later than:</p> <p>5.7.1 14 days after the day Onecom receives back from the Customer any Goods supplied; or</p> <p>5.7.2 (if earlier) 14 days after the day the Customer provides evidence that they have returned the Goods.</p> <p>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.</p> <p>5.9 If the Customer has received Goods:</p> <p>5.9.1 the Customer shall send back the Goods to Onecom, without undue delay and in any event not later than 14 days from the day</p>
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on which the Customer communicates their cancellation of the Contract to Onecom; and

5.9.2 the Customer shall bear the direct cost of returning the Goods to Onecom.

## 6 OneCloud

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

## 7 Equipment – ordering and delivery

7.1 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.

7.2 During the order process Onecom will let the Customer know when the Goods will be delivered to the Customer. Onecom will deliver the Goods as soon as reasonably possible and in any event within 30 days after the day Onecom accepts the Order.

7.3 Delivery of the Goods shall be completed on the arrival of the Goods at the relevant Site or other address agreed by Onecom.

7.4 The Customer is under a duty to inspect the Goods on delivery.

7.5 Subject to clause 7.3, delays in the delivery of Goods shall not entitle the Customer to:

- 7.5.1 refuse to take delivery of the Goods; or
- 7.5.2 claim damages.

7.6 Onecom is not responsible for delays outside of its control. If the delivery of the Goods is delayed by an event outside of Onecom's control, Onecom will contact the Customer as soon as possible to let the Customer know and Onecom will take steps to minimise the effect of the delay. Provided that Onecom does this, Onecom will not be liable for delays caused by the event, but if there is a risk of substantial delay the Customer may contact Onecom to end the Contract and receive a refund for any Goods the Customer has paid for but not received.

7.7 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 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.

7.8 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:

- 7.8.1 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
- 7.8.2 Onecom shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

7.9 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.

## 8 Goods – warranties, replacements and returns

8.1 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).

8.2 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):

- 8.2.1 The Customer should report the fault to the Onecom's customer services team on 03300 888999 or by email to care@onecom.co.uk.
- 8.2.2 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).
- 8.2.3 Onecom shall inspect the returned Goods and may return them to the manufacturer.
- 8.2.4 Onecom may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:
  - (a) provide replacement Goods (subject to clause 8.3); or
  - (b) refund such sum as Onecom reasonably considers to be the current market value of the faulty Goods.

8.3 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:

8.3.1 where the faulty Goods can be repaired:

- (a) the Customer shall return to Onecom any replacement Goods supplied pursuant to clause 8.2.4 (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 cost of repair or (ii) return the faulty Goods to the Customer at the Customer's cost and risk;

8.3.2 where the faulty Goods cannot be repaired, the Customer shall pay Onecom the full cost of any replacement Goods supplied pursuant to clause 8.2.4(a).

8.4 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 8.2 and 8.3.

8.5 Notwithstanding the foregoing provisions of this clause 8, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.

## 9 Ownership of Goods

9.1 The Goods will be the Customer's responsibility from the time Onecom delivers the Goods to the Site or such other delivery address agreed in accordance with clause 7.3.

9.2 The Customer will not own the Goods until Onecom receives full payment for the Goods.

9.3 In respect of Goods which Onecom has discounted (in whole or in part), the Customer shall not own the Goods until Onecom has received payment in full.

9.4 Until the Customer owns the Goods the Customer shall:

- 9.4.1 maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide;
- 9.4.2 keep them insured against all risks for their full replacement value from the date of delivery; and
- 9.4.3 give Onecom such information relating to the Goods as Onecom may require from time to time.

## 10 Third Party Software

10.1 Third Party Software is licensed under and subject to the terms of the applicable license agreement.

10.2 The Customer expressly acknowledges that:

- 10.2.1 its rights to use Third Party Software are limited to the rights provided by the third party licensor;
- 10.2.2 the terms of the applicable license agreement shall comprise the Customer's sole rights and remedies; and
- 10.2.3 all claims that the Customer may have concerning or relating to such Third Party Software regarding the performance or the functionality of such software or any services related thereto shall be brought exclusively against the third party licensor of such software and not against Onecom.

10.3 Onecom shall not be liable to the Customer in respect of any effect on the Services caused or contributed to by Third Party Software (including changes to Third Party Software).

10.4 Onecom shall not provide support services in relation to any Third Party Software.

## 11 Charges and payment

11.1 The Customer will pay and is responsible for the Charges.

11.2 Onecom may invoice the Customer for any administration charges incurred as a result of the Customer providing a materially inaccurate or incomplete Order.

11.3 Unless otherwise stated in the Order Form, all prices are:

- 11.3.1 inclusive of Onecom's charges for packaging and transport; and
- 11.3.2 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 Equipment.

11.4 Unless stated otherwise in the Order Form, Onecom shall invoice the Customer for the Equipment, on or at any time after an Order or delivery of the Equipment.

11.5 Onecom will invoice, and the Customer will pay, in pounds sterling.

11.6 If Onecom issues an invoice on OneCloud, it will notify the Customer by email.

- 11.7 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.
- 11.8 Payment shall be made on or before the Due Date notwithstanding that delivery or provision of the Equipment may not have taken place and/or that the title to the Equipment has not passed to the Customer.
- 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 Without limiting any other right or remedy of Onecom, if the Customer fails to make any payment due to Onecom under the Contract or any other contract between Onecom and the Customer by the Due Date, Onecom shall be entitled to:
- 11.10.1 cancel any Order or suspend any further provision of Equipment to the Customer;
- 11.10.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom; and/or
- 11.10.3 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 The Customer will pay all reasonable costs that Onecom incurs when recovering any overdue amount, including debt collection agency and legal costs.
- 11.12 If the Customer disputes the amount of an Onecom invoice:
- 11.12.1 the Customer shall pay any undisputed portion of the invoice;
- 11.12.2 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;
- 11.12.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 11.10.3; and
- 11.12.4 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.
- 11.13 Any invoice which is not disputed in accordance with clause 11.12 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 Customer's obligations**
- 12.1 The Customer shall:
- 12.1.1 ensure that an Order is complete and accurate;
- 12.1.2 co-operate with Onecom in all matters relating to the Equipment;
- 12.1.3 follow all reasonable instructions from Onecom from time to time in connection with the Equipment, including preparation activities that may be required to enable the Customer to receive the Equipment promptly or otherwise in accordance with the Contract;
- 12.1.4 only use the Equipment in accordance with the Acceptable Use Policy;
- 12.1.5 not resell the Equipment;
- 12.1.6 comply with Applicable Law;
- 12.1.7 ensure that the Equipment meet its requirements prior to entering into the Contract; and
- 12.1.8 provide Onecom with such information and materials as Onecom may reasonably require to supply the Equipment, and ensure that such information is complete and accurate in all material respects.
- 13 Suspension of Equipment**
- 13.1 Onecom may restrict or suspend the provision of Equipment for any breach of the Customer's obligations under the Contract, including clauses 11 or 12, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom.
- 13.2 Onecom shall keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.
- 14 Limit on Onecom's responsibility to the Customer**
- 14.1 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:
- 14.1.1 losses that were not foreseeable to the Customer and Onecom when the Contract was formed;
- 14.1.2 losses that were not caused by any breach by Onecom of the Contract;
- 14.1.3 business losses; and
- 14.1.4 losses to non-consumers.
- 15 Customer's rights to end the Contract**
- 15.1 The Customer may end the Contract if:
- 15.1.1 Onecom has advised the Customer about an upcoming change to these Purchase of Goods Terms which is materially detrimental to the Customer;
- 15.1.2 Onecom has advised the Customer about an error in the price or description of the Equipment the Customer has ordered and the Customer does not wish to proceed; or
- 15.1.3 the Customer has a legal right to end the Contract because of something Onecom has done wrong.
- 16 Onecom's rights to end the Contract**
- 16.1 Onecom may terminate the Contract (in whole or in part) with immediate effect by giving Notice to the Customer in the event:
- 16.1.1 Onecom has suspended the Equipment under clauses 13.1; or
- 16.1.2 the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 11.12.2) by the Due Date and remains in default no less than 30 days after being notified in writing to make such payment.
- 17 Consequences of termination**
- 17.1 On termination of the Contract for any reason:
- 17.1.1 the Customer will immediately pay Onecom any money and interest that is due up to the date of termination;
- 17.1.2 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;
- 17.1.3 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;
- 17.1.4 Onecom may charge the Customer the full price for Equipment which were provided at a reduced charge or no charge; and
- 17.1.5 the following clauses shall continue in force: clause 1 (Interpretation), clause 14 (Limit on Onecom's responsibility to the Customer), clause 15 (Consequences of termination), clause 19 (Data protection), clause 20 (Intellectual property), clause 22.2 (Waiver) and clause 22.8 (Governing law and jurisdiction).
- 18 Complaints**
- If the Customer wishes to make a complaint about the Equipment, the Customer must follow the Onecom complaints procedure, located at <https://onecom.co.uk/complaints-procedure-2/> (or any other online address that Onecom advises the Customer of).
- 19 Data protection**
- The Customer's personal data will be used in line with Onecom's Privacy Policy.
- 20 Intellectual property**
- 20.1 All Intellectual Property Rights in or arising out of or in connection with the Equipment shall be owned by Onecom or its licensors.
- 20.2 If the Customer's use of the Equipment 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 Equipment provided the Customer:
- 20.2.1 notifies Onecom promptly about the Claim;
- 20.2.2 allows Onecom to conduct all negotiations and proceedings and to settle the Claim;
- 20.2.3 provides Onecom with its reasonable assistance regarding the Claim; and

- 20.2.4 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.
- 20.3 The indemnity in clause 20.2 will not apply to any part of a Claim that results from or is connected with:
- 20.3.1 any modification of the Equipment, other than by or on behalf of Onecom;
- 20.3.2 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 20.3.3 the Customer using the Equipment in a way not agreed in writing by Onecom.
- 20.4 The Customer will indemnify Onecom for Claims, losses, costs or liabilities brought against Onecom that result from or are connected with:
- 20.4.1 the Customer's use of the Equipment with equipment, software or another service not supplied by Onecom;
- 20.4.2 any modification of the Equipment, other than by or on behalf of Onecom;
- 20.4.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 20.4.4 the Customer using the Equipment in a way not permitted by this Contract.
- 20.5 If using the Equipment leads, or is likely (in Onecom's reasonable opinion) to lead, to a Claim against the Customer as described in clause 20.2, Onecom may (at its own expense):
- 20.5.1 procure the right to continue the Customer's use of the Equipment; or
- 20.5.2 modify or replace the relevant parts of the Equipment so that using the Equipment no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Equipment is not materially affected.
- 20.6 The indemnity in clause 20.2 and the actions in clause 20.5 are the Customer's only remedies for Claims that use of the Equipment infringes a third party's Intellectual Property Rights.

## 21 General

### 21.1 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.

### 21.2 Assignment and other dealings

21.2.1 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.

21.2.2 The Customer shall not, without the prior written consent of Onecom (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

## 22 Changes to the Contract

22.1 The provisions in this clause 22 are without prejudice to the respective rights of the parties (including Onecom's rights to make changes to Equipment and/or prices) as set out elsewhere in the Contract.

22.2 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:

22.2.1 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

22.2.2 by giving notice in writing to the Customer.

22.3 No other variation of the Contract shall be effective unless it is in writing and signed by the parties

### 22.4 Waiver

22.4.1 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:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

### 22.5 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.

### 22.6 Third party rights

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

### 22.7 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.

### 22.8 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