

# Terms & Conditions



## Contents

1. How these Terms & Conditions work .....	3
2. Orders.....	3
3. Mutual Obligations .....	4
4. Our Obligations .....	4
5. Your Obligations .....	5
6. Equipment and Professional Services.....	6
7. Software usage.....	7
8. Charges & Payment.....	8
9. Service Issues .....	8
10. Service Changes .....	9
11. Suspension of Service.....	10
12. Termination of Orders.....	11
13. Effects of Termination.....	12
14. Data Protection.....	12
15. Confidentiality and Security .....	14
16. Intellectual Property.....	15
17. Records and Audit.....	16
18. Force Majeure .....	17
19. Limitations on Liabilities.....	18
20. Indemnities.....	19
21. Security and Access.....	20
22. General Provisions .....	20
23. Bribery Act.....	22
24. Definitions .....	23

## 1. How these Terms & Conditions work

- 1.1 The Definitions and rules of interpretation set out in clause 24 apply to these Terms & Conditions.
- 1.2 You can request a Service from Us by signing and sending to Us an **Order Form** by post or email or by clicking the appropriate provisioning button in Our **Portal**. Each Service requested which is Accepted by Us (each an Order) will be governed by the following documents:
  - (a) the **Product Deviation Document** (if any);
  - (b) the Order Form;
  - (c) the **Product Service Descriptions**;
  - (d) the **Service Terms**;
  - (e) the **Terms & Conditions**;
  - (f) the **Policies**
- 1.3 You should ensure that You have read each of the documents set out in clause 1.2 above and You hereby acknowledge that You have done so. You also acknowledge and agree that the Service Terms and Product Service Descriptions may change and that additional Service Terms and Policies may be added to the **Website** and/or Portal from time to time and that it is Your responsibility to check and review these when ordering any **Services**.
- 1.4 If there is an inconsistency between the documents set out in clause 1.2 above then the following order of precedence shall apply:
  - (a) the Product Deviation Document;
  - (b) the Order Form;
  - (c) the Product Service Descriptions;
  - (d) the Service Terms;
  - (e) the Terms & Conditions;
  - (f) the Policies

## 2. Orders

- 2.1 We shall not be obliged to provide any Services to You unless We have Accepted an Order from You for such Services. **Acceptance** shall take place by Us notifying You in writing of the same or agreeing with You in writing or notifying You in writing of a proposed **Activation Date**, or if provisioning is automatic through Our Portal, the on line confirmation of an Order shall be deemed as Our Acceptance.

- 2.2 Each Order for a Service starts on the date the relevant Order Form is Accepted by Us and continues for the length of time specified in the Order Form from the agreed Activation Date or, if no time is specified, for a period of 2 years from the agreed Activation Date of the particular Service (each the **Minimum Order Period**) unless it is terminated earlier in accordance with its terms.
- 2.3 After the Minimum Order Period has expired the Order will automatically continue for further periods of the same length as the Minimum Order Period (each an **Additional Order Period**) unless either You or We terminate the Order by giving the other at least 30 days' written notice to expire on and not before the end of the Minimum Order Period or the relevant Additional Order Period (as applicable).
- 2.4 You and We have additional rights to terminate Orders which are set out in clause 12 (Termination of Orders).

### 3. Mutual Obligations

- 3.1 Each of You and We shall:
- (a) comply with all applicable laws, regulations and codes of practice from time to time in force in relation to the Services including the Data Protection Act 1998, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, with consumer protection which may be applicable to the use of the Service and with any public policy related laws which may be applicable to the use of the Service by third parties (such as privacy laws and laws relating to decency, libel or defamation), with respect to the content of the communications transmitted using the Services; and
  - (b) take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software or hardware used with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs.

### 4. Our Obligations

- 4.1 We shall:
- (a) provide the Services to You in accordance with the Product Service Descriptions, the Service Terms and applicable Policies;
  - (b) provide You with the information You need to be able to prepare relevant premises for any work that We and/or a subcontractor need to carry out at You premises;
  - (c) use reasonable skill and care when providing the Services, but You acknowledge and agree that it is not possible to provide Services that are fault free and/or continuously available and We do not make any promises to do so;
  - (d) use reasonable endeavours to make the Services (except Professional Services) available by any target date for doing so that We agree with you, however, this date and any other dates and timescales in relation to Our obligations are estimates provided for planning purposes only and We will not be responsible for any failure to meet any such dates or timescales; and

- (e) maintain in force:
  - (i) professional indemnity insurance of at least £1 million per claim;
  - (ii) public and products liability insurance of £10 million in aggregate for all claims;
  - (iii) employers liability insurance of £10 million in aggregate for all claims.

## 5. Your Obligations

- 5.1 You must use the Services in accordance with the Order and any reasonable instructions We give to You from time to time.
- 5.2 You must if required provide Us with such information and access to **Your Equipment** and premises (and those of any relevant third parties) as We or Our third party providers require to enable Us or Our third party providers to provide You with the Services.
- 5.3 Before We perform any installation in respect of the Services You will ensure that:
  - (a) the relevant premises have been prepared as We reasonably require and comply with any technical specifications You and We have agreed, and after such installation You will carry out any making good or decorator's work required; and
  - (b) You have obtained all necessary permissions, consents permits and/or licences to enable Us to enter onto and remain upon the premises from time to time in connection with the installation and ongoing provision of services.
- 5.4 You must tell Us immediately if any of your contact details (including names, telephone numbers and physical addresses) change. You acknowledge that We will be unable to provide certain Services if You breach this clause 5.4;
- 5.5 You shall tell Us immediately if any of the Customer's contact details (including names, telephone numbers and physical addresses) change.
- 5.6 You must not (save to the extent expressly permitted by these Terms and Conditions);
  - (a) reverse engineer, decompile or disassemble the Software save to the extent permitted by law;
  - (b) remove, modify or obscure any copyright, trademark or other proprietary notices contained in or on the Software;
  - (c) use the Software or Services in any application or situation where the failure of the Software or Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage;
  - (d) modify, redistribute, or copy the Services nor allow any third party to do so; or use or permit the use of the Services for the benefit of any third party, including on a "service bureau" basis (and in any such event You must inform Us immediately).
- 5.7 You must provide Us and Our **Licensors** upon reasonable request with all relevant information, co-operation and access to You and/or **End Users** and your premises and equipment as reasonably required by Us and/or Our Licensors in order to provide the Services.

- 5.8 You acknowledge that the provision of the Services is dependent upon You performing Your obligations in accordance with the timescales which We agree or which we, acting reasonably, otherwise specify to You and You agree to perform your obligations in accordance with such timescales.
- 5.9 You acknowledge that if You do not comply with Your obligations:
- (a) such non-compliance may result in a delay to the Activation Date and in such circumstances We reserve the right to levy the **Charges** with effect from the agreed Activation Date;
  - (b) We may not be able to provide the Services to You, for which We will have no **Liability** to You.
- 5.10 You shall:
- (a) not engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software and You shall cooperate with Us and Our Licensors in the investigation of any party suspected of these activities;
  - (b) ensure that End Users do not use the Services or Software for any unlawful purpose, nor allow others to do so.

## 6. Equipment and Professional Services

- 6.1 You must ensure that You have all the hardware, software, network facilities and telecommunications services (as the case may be) You need to access the Services.
- 6.2 You shall use your reasonable endeavours to ensure that any equipment connected (directly or indirectly) to or used with the Services by You;
- (a) complies and is connected and used in accordance with all applicable instructions, safety and security procedures and laws;
  - (b) is capable of enabling access to the public switched telecommunications network using standard telecommunications lines provided by BT or an alternative carrier;
  - (c) is at all times maintained in good working order; and
  - (d) is technically compatible with the Service and approved for use for that purpose under applicable law and telecommunications industry standards.
- 6.3 You are responsible for connecting and configuring Your Equipment to Your network, and the public switched telecommunications network (where applicable).
- 6.4 We will not connect and, following a reasonable request from us, You will promptly disconnect any of Your Equipment if it does not conform with clause 6.2 or if it is likely to cause or does cause death, personal injury or damage to property or is likely to or does impair the quality of any of Our services (whether or not Services provided to You).
- 6.5 Any and all hardware or equipment supplied by Us will be supplied on and pursuant to the **Hardware Terms**.

6.6 You may order **Professional Services** from Us in which case the **Professional Services Terms** shall apply. You shall pay Us at Our standard rates for professional services from time to time for all time reasonably spent and expenses incurred by us.

## 7. Software usage

7.1 Any Software is provided subject to such licensing conditions and restrictions as are set out in these Terms and Conditions, as may be specified in the **Enterprise Voice Terms**, Professional Service Terms and/or Product Service Descriptions, and otherwise by the Software manufacturer, supplier or licensor as appropriate (details of which will be made available on request) (**Software Licence**). You must, at Our request, sign any such Software Licence.

7.2 You shall comply and ensure that all End Users comply with all applicable Software Licensors End User License Agreements which are available upon request.

7.3 In the case of Microsoft Software, You shall ensure that all End Users are made aware that such Software is licensed by Microsoft and can only be used in accordance with the terms of the relevant Software Licence.

7.4 You shall keep accurate and complete records relating to Your use of the Software and shall on request from Us from time to time provide in writing to Us full details of the numbers of End Users using any Software purchased from us. In the event that You fail to pay for the correct number of End User or other necessary Software Licences then You shall within 30 days obtain the correct amount. In such circumstances, the additional licences will be required for the entire period from the start of the provision of the relevant Service unless You can demonstrate to Our and/or Our Licensors reasonable satisfaction a different duration of usage.

7.5 You acknowledge that any Software, and all related documents are in each case licensed to You subject to applicable laws regarding the export of software programs and related documentation, including without limitation, those of the United States of America, the United Kingdom and the European Union. You agree to comply with all such applicable laws.

7.6 You will not use the Services to engage in the manufacture, use, distribution or transfer of counterfeit, pirated or illegal software. In the event that You become aware that any of **Your Employees** or agents have used the Services for any such activities (whether in the course of their duties or otherwise), You will inform Us immediately to the extent that You may do so in accordance with applicable law.

7.7 If You contravene, or We or Our Licensors suspect that You may have contravened any of clauses 7.1 to 7.6 (inclusive), You agree that We may inform each relevant Licensor to such effect and You will co-operate with them in full in investigating such activities.

7.8 You acknowledge that to the fullest extent permitted by law, Microsoft and/or its suppliers shall have no Liability for **Losses** (whether direct, indirect or consequential) in respect of the Non-Software Element of the Services and Microsoft expressly disclaims any and all warranties in respect of the same. The Non-Software Element of the Services shall mean those part of the Services other than the Microsoft Software. You acknowledge that Microsoft will not provide any technical support in respect of the Non-Software Element of the Services.

## 8. Charges & Payment

- 8.1 We reserve the right to amend any list **Prices** at any time. Quotations will include a validity date, normally 30 days. Prices are detailed at time of order. We may change the Prices of any Service at any time after the Minimum Order Period for that Service on giving not less than 30 days' written notice to You.
- 8.2 **Charges** are calculated with regards to services ordered, billing dates specified in the Order Form.
- 8.3 All Prices and Charges are stated exclusive of **VAT** and other taxes applicable to the Services. You must pay VAT and other applicable taxes which are included in Our invoices at the applicable rate(s).
- 8.4 We shall issue an invoice for the Charges incurred.
- 8.5 You shall pay all Our invoices in full within 14 days of the date of the invoice in cleared funds to the bank account We nominate in writing from time to time without delay, set-off, holdback or other adjustment.
- 8.6 We may set off amounts and/or credits to which You may otherwise be entitled against any and all monies which You owe to Us.
- 8.7 Where Charges are not paid by You in accordance with this clause 8 in addition to all sums due, We may charge:
- (a) interest (both before and after any judgment) on all amounts overdue from You at a rate of 2 percent above the Bank of England base rate from time to time, such interest to accrue on a daily basis from the due date of payment until receipt by Us of the overdue amount (including any accrued interest and compensation); and
  - (b) compensation arising out of late payment pursuant to section 5A of The Late Payment of Commercial Debts Regulations 2002.
- 8.8 You acknowledge that We will assign You a credit rating and You agree that if You breach Your credit rating or make repeatedly late payments We may require You to provide Us with security for Your expenditure with Us on demand (for example by way of bank guarantee or parent company guarantee) of a nature and sum satisfactory to Us and if You fail to do so, We may suspend or terminate the Services.
- 8.9 You may terminate a Service in accordance with an Order on not less than 30 days written notice for any reason other than those listed in clause 12.2 and You shall pay Us the applicable **Termination Fees** in respect of the Service or Services so terminated.

## 9. Service Issues

- 9.1 If You become aware of any fault in the Services or You have a question in relation to the Services then You must immediately report this to Us via Our support team and provide sufficient information to enable Us to investigate the problem. We will log the time of receipt of all reports.



- 9.2 Where We spend time investigating a fault reported by You and We conclude, acting reasonably that there has not been a failure by Us to provide the Services in accordance with these Terms and Conditions, We may charge You for all reasonable costs and expenses incurred in investigating the report and You agree to pay such costs.
- 9.3 In the event that We fail to provide the Services in accordance with the service levels set out in the **Service Level Agreement** We will pay the service credits set out in the Service Level Agreement, subject to and pursuant to the terms of the Service Level Agreement. Such service credits will Your sole and exclusive remedy for any failure by Us to provide the Services in accordance with any service levels.
- 9.4 You shall:
- (a) give Us reasonable assistance in resolving faults or failures of the Services; and
  - (b) where You are aware or become aware of any matter which You know or ought reasonably to be expected to know constitutes a threat to the security of the Services, inform Us immediately.

## 10. Service Changes

- 10.1 We may change the Services, provided that the quality of the Service is not reduced. We shall give You as much notice as is reasonably practicable of Our intention to change a Service.
- 10.2 We may also change the Services if We need to do so to comply with any applicable safety or legal requirements, We shall give You as much notice as is reasonably practicable of Our intention to change, remove or add a Service.
- 10.3 We shall be free to carry out emergency or urgent maintenance at any time to ensure the Services continue to be supplied. We shall advise You if practicable prior to the conducting of any such emergency or urgent maintenance, or as soon as practicable after the completion of the emergency or urgent maintenance, and shall use all of Our reasonable endeavours to minimise the disruption.
- 10.4 If any of Our third party agents, sub-contractors or Licensors which We use to provide the Services changes or exercises its contractual right to change the terms on which it does business with us, We may need to alter the Services and/or these Terms & Conditions to reflect this substitution/change and We may also need to temporarily suspend and re set-up the Service. We will give You as much notice as We can of any such alteration, suspension or re set-up, and We will, as far as practicable plan this with You. Any alteration, suspension or re set-up which We make will be limited to what is reasonably required in the circumstances.
- 10.5 If You reject the changes referred to in this clause within 5 **Business Days** of such changes taking effect then We shall have the right to suspend or terminate the Services. If You have not given written notice of Your rejection of any changes made pursuant to this clause within 5 Business Days of such changes taking effect, You will be deemed to accept them.
- 10.6 Where administrative control is available to You for a Service pursuant to the Product Service Description, You may make any changes that are within Your control, this includes Configurations and/or executable code, but You shall comply with the following terms:

- (a) Changes must be developed, tested and deployed at Your own cost and expense, in line with industry best practice and evidence of such must be provided to Us promptly upon request;
- (b) We shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising for any errors, faults in the Services as a result of any Configurations (including without limitation any changes to the performance and/or availability of any of the Services (**Adverse Effects**));
- (c) We may charge for any time which We spend in relation to any Adverse Effects (including time spent investigating and correcting the same) at Our standard rates for professional services from time to time.

## 11. Suspension of Service

- 11.1 Without affecting any of Our other rights, We may limit access to or suspend the provision of the Services or any part of the Services without incurring any Liability or obligation to You (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) if:
  - (a) You fail to make payment in accordance with the Order and/or these Terms and Conditions;
  - (b) in the event that suspension is required due to a breach of Our **Acceptable Use Policy** or in circumstances where suspension is necessary to maintain the integrity of Our platforms and/or the provision of Services to others provided any such suspension is proportionate and limited as necessary;
  - (c) We have to do so in order to comply with any applicable law, regulation or code of practice or any order, instruction or request of a competent governmental, regulatory or other authority or of a Licensor or other third party;
  - (d) a Licensor suspends or interrupts the provision of Services;
  - (e) We are entitled to terminate the Order.
- 11.2 We will, where practical, give You reasonable prior notice of Our intention to suspend any Services and, in relation to suspension for the reasons stated in clause 11.1 We will restore the Services as soon as a mutually agreed resolution is reached or We are reasonably able to do so.
- 11.3 You shall remain liable for any Charges levied in accordance with the Order during any period of suspension or interruption arising from the circumstances described in clause 11.1 (a), (b) and (e) and for all reasonable costs and expenses incurred by Us in the implementation of any such suspension, interruption or cessation of the Services to the extent that this arises on account of Your act or omission.
- 11.4 If We suspend the Services, such suspension will be without prejudice to any rights We have to terminate an Order in whole or in part.

## 12. Termination of Orders

12.1 We may terminate an Order in accordance with clause 2.3 and/or in whole or in part by notice in writing if:

- (a) You commit a material breach of any of Your obligations under the Order and, where such breach is capable of remedy, You fail to remedy such breach within 20 Business Days after the date on which You are served written notice in relation to such breach;
- (b) You suffer an **Insolvency Event**;
- (c) You cease or threaten to cease trading; and/or
- (d) You have been prevented by **Force Majeure Event** from materially performing Your obligations under these Terms and Conditions for a continuous period of 30 Business Days or more;
- (e) You commit persistent breaches of an Order whether corrected or not;
- (f) any agreement between Us and any of Our Licensors is varied in a manner that means We can no longer comply with any provision of the Order;
- (g) You fail to pay any sums due to Us whether pursuant to clause 8 or within 5 Business Days of receiving a written payment demand from us;
- (h) You fail to comply with Our Acceptable Use Policy;
- (i) You fail to comply with a Software Licence for Software that is provided to You by Us and/or Our Licensors;
- (j) You fail to promptly comply with any request made by Us under clause 6.4 and/or 7.4;
- (k) You reject a change made pursuant to clause 10.5;
- (l) any of Our authorisations, licences or other permissions are revoked, withdrawn or not renewed for whatever reason; and
- (m) any agreement between Us and any of Our Licensors is terminated or expires.

12.2 You may terminate an Order In accordance with clause 2.3 and/or by notice in writing if:

- (a) We commit a material breach of any of Our obligations under the Order and, where such breach is capable of remedy, We fail to remedy such breach within 20 Business Days after the date on which We are served written notice in relation to such breach;
- (b) We suffer an Insolvency Event;
- (c) We cease or threatens to cease trading;
- (d) We have been prevented by Force Majeure Event from materially performing Our obligations under this Agreement for a continuous period of 30 Business Days or more;
- (e) We commit persistent breaches of an Order whether corrected or not.

## 13. Effects of Termination

- 13.1 Termination of an Order in whole or in part shall be without prejudice to any claims or remedies that either party may have against the other accrued up to the date of termination
- 13.2 Upon termination of an Order We will at Our option;
- (a) return to You any property in Our possession or control owned by and belonging to You and Your Confidential Information; or
  - (b) destroy such property referred to in clause 13.2(a) and/or irretrievably delete the same if stored on electronic or magnetic media and certify to You that this has been done.
- 13.3 If We or You terminate an Order in whole or in part pursuant to clause 12, We may invoice You for all Charges payable up to the date of termination and this invoice must be paid within 7 days of receipt.
- 13.4 If We terminate a Service pursuant to clauses 12.1(a) to (k) You must pay to Us within 14 days of the date of termination any related Termination Fees (as applicable) had the termination not taken place less an accelerated payment discount at the Bank of England base rate current at the date of termination calculated on a daily basis to take account of early receipt.
- 13.5 Subject to clause 13.6 following termination of an Order in whole or in part We shall be under no obligation to retain any copies of **Hosted Data** or provide You with any copies of the same.
- 13.6 If requested, subject to the following conditions, We shall provide You with one copy of the Hosted Data following termination of a relevant Order in accordance with these Terms and Conditions, in such electronic format as We reasonably determine. We reserve the right to charge You for doing so. The conditions are as follows:
- (a) You notified Us in writing that You would wish Us to do so, at least 10 Business Days in advance of date of termination officially being given;
  - (b) You pay to us, in advance of Our providing such data to You, Our charges for doing so together with all monies due under clauses 13.3 and 13.4.
- 13.7 Upon the termination date You must stop using the Software and the Services and You must return or destroy any Confidential Information and Software You have in Your possession. If We ask You to, one of Your authorised officers must certify to Us that such return and/or destruction has taken place.
- 13.8 Clauses 7.4, 8, 13, 14, 15.1, 16, 17, 19, 20 and 22 will continue in full force and effect following termination of the Order.

## 14. Data Protection

- 14.1 You shall ensure that each End User gives such consents as are required for data including **Personal Data** to be shared with Us and Our Licensors, agents and sub-contractors for use by Us and Our Licensors and them in connection with the provision and support of the Services. You warrant that all such data and Hosted Data has been obtained and processed lawfully and fairly and otherwise in accordance with the **Data Protection Laws**.

- 14.2 We and You acknowledge that for the purposes of the Order, each of You and Us may be a **Data Controller** in certain circumstances and that in such circumstances the other will be a data processor with respect to Personal Data processed pursuant to the Order (**Data Processor**). Each of You and Us shall comply with obligations under the Data Protection Laws and each of You and Us warrant that each of You and Us has notified under the Data Protection Laws and shall maintain such notifications for the Term.
- 14.3 Except in respect of **Your Details** the use of which is governed by Our **Privacy Policy**, if and to the extent that We process Personal Data in the capacity of Data Processor in the course of performing Our obligations under the Order, We will:
- (a) act in accordance with Your instructions from time to time; and
  - (b) use appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful **Processing** and against accidental loss, destruction or damage.
- 14.4 The Data Processor shall:
- (a) in processing Personal Data for the purposes of the Order:
    - (i) do so only for the purpose of the Order; and
    - (ii) comply with all relevant instructions the Data Controller may give from time to time;
  - (b) take appropriate technical and organisational security measures to safeguard such data against unauthorised or unlawful processing and against accidental Loss or destruction of, or damage to that data. Subject to any minimum standards set by the Data Processor from time to time, including, where We are the Data Controller, it is the responsibility of the Data Processor to determine the measures required to comply with this obligation and Our Privacy Policy. When implementing and updating such security measures it shall have regard to:
    - (i) the nature of such data and the harm which could result from unauthorised or unlawful processing or accidental Loss or destruction of, or damage to, such Personal Data, and
    - (ii) the state of technological development and the cost of implementing such measures;
  - (c) unless You have the written consent of each End User to do so, not to cause or allow such data to be transferred out of or otherwise processed outside of the European Economic Area without the Data Controller's prior written consent (which may be subject to conditions, including that the Data Processor its sub-contractors and suppliers undertake further contractual obligations to the Data Controller);
  - (d) not pass such data on to any third party save its employees and its **Associates**, except where it has entered into a written contract with that third party under which that third party agrees to obligations that are materially equivalent to those set out in this clause and the Data Processor shall enforce those obligations against that third party as necessary for the Data Controller to comply with its obligations under the Data Protection Laws;

- (e) procure that all Associates who reasonably require access to such data for the purposes of the Order, comply with the terms of this clause 14.4(e) if they were a party to them in the Data Processor's place;
  - (f) notify the Data Controller promptly (and in any event within 2 Business Days) of receiving any complaint or subject access request, and comply with all relevant instructions the Data Controller may give as to how to handle such complaint or subject access request; and
  - (g) notify the Data Controller immediately in the event that the Data Processor becomes aware of any unauthorised or unlawful processing or accidental Loss or destruction of, or damage to such data, whether relating to the data processor itself, any of its sub-contractors or suppliers, or otherwise.
- 14.5 You shall allow Us or Our agents at all reasonable times and on reasonable notice to have access to all relevant documentation, computers, word processors or other similar machines in Your possession or control for the purpose of:
- (a) verifying Your compliance with this clause;
  - (b) verifying the security of all passwords, user names, licence keys and other authentication tools provided by Us from time to time; and
  - (c) verifying that the use of the Software and Services by You, each End User is in accordance with the terms of the Order provided that in no circumstances will You be required to provide Us with access which would breach or compromise its security policies or any relevant legislation. Any such verification shall occur not more than once during each twelve (12) month period, save where We have reasonable grounds for supposing that there has been malfeasance on Your part.
- 14.6 If We ask You for proof of such consents, compliance and notification under this clause You shall provide it to Us immediately.
- 14.7 For the purpose of this clause the phrases Personal Data, Data Controller, Data Processor, process bear the meaning given in the Data Protection Act 1998.
- 14.8 Even if there are other terms which say otherwise, You agree that We and Our Licensors can, when required by law, disclose to government agencies Your details passwords, decryption codes, and details of Your information processed using the Services.
- 14.9 You understand that We may transfer Your Details to RIPE and acknowledge that they may publish some or all of these details on the RIPE WHOIS database.
- 15. Confidentiality and Security**
- 15.1 Neither You nor We shall disclose to any other person, without the prior written consent of the other, any Confidential Information which is received from the other as a result of the Order except that We may disclose Confidential Information to Our Licensors, suppliers and sub-contractors, directors, agents and employees of Our Associates who will comply with the obligations of confidentiality on Us set out in this clause. We and You agree that any Confidential Information received by You or Us from the other shall only be used for the purposes of the performance of Your or Our obligations and/or the exercise of Your or Our rights under the Order. These restrictions shall not apply to any information which:

- (a) is or becomes generally available to the public other than as a result of a breach this clause;
  - (b) is acquired from a third party who owes no obligation of confidence in respect of the information;
  - (c) has been independently developed by the recipient;
  - (d) is in the possession of the receiving party without restriction regarding disclosure before the date of receipt from the disclosing party; or
  - (e) is required by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose such Confidential Information, provided that: (i) the parties consult promptly prior to any such disclosure being made; and (ii) only the minimum Confidential Information is disclosed for the purpose of complying with any such requirement.
- 15.2 We may inspect and monitor from time to time all usage being made of the Services including communications being made and received so that We can verify compliance with these Terms and Conditions and in order to comply with Our legal obligations.
- 15.3 You understand that We may access and review any of Your information (including, but not limited to, information such as origin, destination, duration, route and time) or third party information which You use in connection with the Services for the purposes of any of the following:
- (a) performing Our obligations under an Order;
  - (b) correcting, maintaining and improving the Services;
  - (c) ensuring that You are complying with the Order;
  - (d) monitoring the performance of the Services including Your usage;
  - (e) collating information to provide non-specific statistics to assist in Our or any of Our agent's or sub-contractor's business planning;
  - (f) complying with applicable laws, regulations and statutory instruments; and/or
  - (g) complying with any request for information or disclosure from a Court or other appropriately authorised body.

## 16. Intellectual Property

- 16.1 You understand that any and all of the **Intellectual Property Rights**, ownership and proprietary rights created, developed, subsisting or used in or in connection with any of the Services (including any Software and related documents) are and shall remain the sole property of Us or Our Licensors.
- 16.2 You grant to Us a non-exclusive licence with a right to grant sub licences to use **Your Materials** solely to the extent and for the period necessary for Us and/or Our sub-contractor(s) to perform Our or their obligations under Orders, such licence to terminate no later than the termination of the relevant Order.

- 16.3 You shall not use Our name or the name, trade names, trademarks or service marks of Our Licensors other than those whose use is expressly authorised by Us in writing in advance and then subject to any conditions which We or Our Licensor may impose, including the adherence to Our brand guidelines which shall be available through the portal (**Our Marks**).
- 16.4 We shall not use trademarks, trade names and service marks owned by You other than as expressly authorised by You in writing in advance and then subject to any conditions which You may impose.
- 16.5 If and to the extent that a party authorises the other party to use its trademarks, trade name and service marks owned by the authorising party (the **Marks**):
- (a) the other party shall not use the Marks in any way which allows them to lose their distinctiveness, be liable to mislead the public, or be materially detrimental to or inconsistent with the goodwill, reputation or image of the owner of the Marks or its Licensors or any Associate of the owner of the Marks or its Licensors;
  - (b) the other party shall cease to use the Marks immediately upon termination of the Order;
  - (c) the other party shall only use the Marks for the purpose of complying with its obligations pursuant to the Order; and
  - (d) the use of the Marks shall not create for the other any rights or goodwill in or to the Marks, and in the event that any such rights or goodwill are created then the other shall promptly on request assign such rights and goodwill to the owner of the Marks.

## 17. Records and Audit

- 17.1 During the term of an Order and for a period of 3 years after the termination of that Order You shall, on reasonable notice from us, permit Us and/or Our Licensors and/or Our or their duly appointed representatives to access;
- (a) all enquiries received and transactions conducted pursuant to these Terms and Conditions;
  - (b) all records kept pursuant to clause 7.4 and Your compliance with these Terms and Conditions;
  - (c) Your use of the Software and the Services provided by You pursuant to these Terms and Conditions;
  - (d) premises, networks, servers and Your Equipment (including all data and software stored on it) that the Services are consumed on;
  - (e) any related or collateral contracts which may be or have been in force as between You and relevant third parties (including Software Licences); and
  - (f) and take a reasonable number of copies and gather such other data and information as is reasonably required for the purpose of auditing Your compliance with the terms of the relevant Order(s).



- 17.2 In the event that an audit under clause 17.1:
- (a) uncovers any payment shortage on Your part (whether in respect of the Charges or otherwise), You must pay any unpaid amount which is due and payable in accordance with the terms of the relevant contract, to the party entitled to receive it (in the case of a payment shortage in respect of the Charges, in accordance with the relevant Order); and
  - (b) in the case of any of any software product not correctly licensed (whether for the relevant number of End Users or otherwise), in the case of Microsoft products, 120% of the unit price for each product not appropriately licensed and in the case of any other Licensor, such sums as that Licensor shall require Us to pay to them for such incorrect licensing.
- 17.3 If an audit conducted under clause 17.1 uncovers any payment shortage of 5% or more (whether in respect of the Charges or otherwise), You must reimburse Our Licensors (as appropriate) for the expenses incurred in conducting the audit.
- 17.4 We and Our Licensors shall have the right to examine, from time to time, the use to which You, and Your End Users put the Services and the nature of the data/information that You, and Your End Users are transmitting or receiving via the Services including the Hosted Data and You now consent and You and Your End Users shall consent to such examination, solely where such examination is necessary:
- (a) to protect/safeguard the integrity, operation and functionality of Our and/or Our Licensor's (and Our and their neighbouring) networks, in which case such right of examination shall on no account relate to the content of any such Hosted Data, but only to the technicalities of any such transmission or receipt; and/or
  - (b) to comply with legal or regulatory orders, notices, directives or requests, provided We first inform You in writing which orders, notices, directives or requests apply in relation to any such examination and any such examination is confined solely to such Hosted Data that is the subject of any such orders, notices, directives or requests.

## 18. Force Majeure

- 18.1 Neither You nor We shall be obliged to carry out any obligation under an Order (except Your obligation(s) to indemnify us) where performance of such obligation is prevented due to a Force Majeure Event. A Force Majeure Event shall be any event beyond the control of the party with the obligation including but not limited to:
- (a) any act of God, including severe weather; flood, drought, lightning or fire;
  - (b) failure or shortage of power supplies;
  - (c) labour shortage or labour dispute;
  - (d) the act or omission from the Government, highways authorities, other telecommunications operators or administrations or other competent authority;
  - (e) the obstruction by a third party;
  - (f) war, military operations, terrorism or riot;

- (g) difficulty, delay or failure in manufacture, production or supply by third parties of the Services or breakdown of any Equipment.

18.2 If We or You rely on this clause 18 We or You (as applicable) will use reasonable endeavours to mitigate the effects of the relevant Force Majeure Event.

## 19. Limitations on Liabilities

19.1 Each of You and Us do not exclude or limit Our Liability:

- (a) for death or personal injury to persons resulting from its negligence;
- (b) for any act or omission or for Liability which cannot by be excluded or limited under applicable law, including fraud.

19.2 You agree that the allocation of risk contained in this clause 19 is reflected in the Charges and is reasonable, that You are in a better position than Us to foresee and evaluate any potential damages or Loss which You may suffer in connection with the Services and that We cannot adequately insure Our potential Liability to You.

19.3 Subject to clause 19.1 above, We shall have no Liability to You in respect of:

- (a) loss of profits, anticipated profits, production, business, business opportunity, goodwill, revenue, or anticipated savings (in each case whether direct or indirect);
- (b) loss of use of any Your Equipment (in each case whether direct or indirect);
- (c) wasted management or staff time (in each case whether direct or indirect);
- (d) any punitive, special, indirect or consequential Loss or damage (even if foreseeable at the date of the Order even if We were told about the possibility of such Loss or damage); and /or
- (e) the acts or omissions of any other party, including other providers of telecommunications, computers or other equipment or services including internet services;
- (f) changes in any of Our facilities, operations, procedures or the Services which render obsolete or necessitate modification or alteration to any of Your Equipment, software and communication lines, including any public lines required by You to properly to access the Services;
- (g) any costs which You incur prior to the Activation Date for a Service in anticipation of that Service being provided (including in relation to the production of marketing materials, business cards and changes made to any website
- (h) any Loss suffered by any third party or any Liability to any third party; and
- (i) Loss of Your data.

19.4 Except for Liability which falls under clauses 19.1 and 19.6 Our total aggregate Liability to You in respect of any Order shall be limited to 100% of the Charges actually paid to us in connection with the Order during the 12 month period immediately preceding the date of the event or circumstances giving rise to the claim.

- 19.5 Each of You and Us shall not be responsible for any failure to perform each of Our obligations under the Order to the extent caused by the non-performance by the other of the other's obligations under that Order.
- 19.6 Our total Liability for damage to tangible property, arising out of or in connection with each Order shall be limited to £1,000,000 in respect of each incident or series of connected incidents. For the purposes of this clause, neither data nor software constitutes "tangible property".
- 19.7 Save as expressly set out in the relevant Order, to the fullest extent permitted by applicable law, the Services and Software are provided to You without any express, implied, or statutory representation, warranty or condition of any kind including but not limited to any warranty or condition of quality or fitness for a particular purpose, of non-infringement, that the Services will meet Your requirements, that the Services will work in combination with other software or hardware, that the Services will be uninterrupted or error free, that the Software will be fault tolerant, error free or operate uninterrupted, that errors in the Services will be corrected, that We will identify or filter out all known spam, viruses or other programming routines that might cause You damage, that the Services do not breach third party Intellectual Property Rights, or that You will have quiet enjoyment of the Services.
- 19.8 You acknowledge and agree that We do not represent or act as agent of any Licensor in providing the Software and/or Services or give or imply any representations, warranties, conditions, covenants or guarantees on their behalf.
- 19.9 If a number of events give rise substantially to the same Loss then they shall be regarded as giving rise to only one claim under the Order. Time is not and shall not be of the essence in relation to Our obligations in respect of any Order.

## 20. Indemnities

- 20.1 Subject to clause 19.5, You shall indemnify us in full and keep us indemnified against all Liability for Losses arising as a consequence of:
- (a) any claim or demand of whatever nature and howsoever arising as a result of suspension pursuant to clause 11.1(a) and/or clause 11.1(b);
  - (b) use of a Service other than in accordance with the terms of an Order;
  - (c) any information, data or material produced, transmitted or downloaded on the Service;
  - (d) any breach of Your obligation to keep the **Access Details** in a secure environment to prevent unauthorised access; and
  - (e) any breach of clause 5.10 to the extent that You or Your End Users have committed an illegal act;
  - (f) any breach of clause 3.1(a);
  - (g) any breach of the Order by You in respect of Our Intellectual Property or that of any Licensor whether or not this causes Our agreement with one or more Licensors to end, including without limitation any breach of clause 5.10;

(h) any claim that the use made by us or Our Licensors of Your Materials or an End User's Materials in accordance with these Terms and Conditions infringes the Intellectual Property Rights of any third party; and

(i) any unauthorised installation, use, copying, access or distribution of Software by You.

20.2 You shall effect and maintain throughout the provision of the Services insurance cover for the benefit of us against any and all foreseeable risks in providing the Services at relevant premises on terms which are reasonably acceptable to us.

## 21. Security and Access

21.1 The level of security which We provide for a Service is as set out in the Product Service Description for that Service and Our **Data Security Policy**.

21.2 Where You are aware or become aware of any matter which You know or ought reasonably to be expected to know constitutes a threat to the security of the Services, then You must let us know immediately.

21.3 You are responsible for the security and use of all user names and passwords and other security access codes, data and information (whether provided by us or otherwise) giving access to the Services (Access Details). You must keep the Access Details in a secure environment to prevent unauthorised access. We will not be responsible for any misuse or unauthorised use of the Access Details or compromise of the Access Details except where directly caused by Our own negligence. You must not change any Access Details at any time and You acknowledge that We can change Access Details at any time.

21.4 You must let us know immediately if You become aware or have reason to believe that the Access Details have been misused or compromised. We may restrict, suspend or terminate any aspect of the Services if We believe (acting reasonably) that the Access Details have been compromised.

21.5 We may restrict, suspend or terminate any aspect of the Services if We believe (acting reasonably) that the Access Details have been compromised.

## 22. General Provisions

22.1 Each of We and You warrant that We have the requisite power and authority to enter into the Order and to carry out Our respective obligations contemplated by it and the execution and performance of the Order has been duly authorised by the required corporate action by us and You.

22.2 The parties shall seek to resolve, in good faith, any dispute, arising in connection with any Order in accordance with the **Complaints Policy**.

22.3 Each of You and Us shall, at the request and cost of the other, take all reasonable steps and execute all documents as may be necessary or desirable to carry out the effect and intent of the Order.

22.4 Notices given under the Order must be in writing and may be delivered by hand or registered post to the following addresses:

- (a) if delivered by hand in **Business Hours** on a Business Day when actually delivered and if delivered by hand outside Business Hours, at the next start of Business Hours; and
  - (b) to You at the address to which You ask us to send invoices, Your address shown on the Order or, if You are a corporate body, to Your registered office.
- 22.5 A notice will be treated as having been received:
  - (a) if delivered by hand in **Business Hours** when actually delivered and if delivered by hand outside Business Hours, at the next start of Business Hours; and
  - (b) if sent by registered post, at 9.00 am on the second Business Day after posting if posted on a Business Day and at 9.00 am on the third Business Day after posting if not posted on a Business Day.
- 22.6 In proving that a notice has been given it shall be conclusive evidence to prove that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).
- 22.7 Each provision of these Terms and Conditions and each Order operates separately. If any provision of these Terms and Conditions and/or Order is held to be invalid in whole or part such provision shall be deemed not to form a part of the Order and the enforceability of the remainder of the Order shall not be affected.
- 22.8 Nothing in these Terms and Conditions is to be understood as establishing or implying any partnership or joint venture between the parties, or as appointing You or us as an agent or employee of the other. Neither You nor We shall hold the other as its partner or joint venture.
- 22.9 A delay in enforcing any of the provisions of an Order shall not affect or restrict Your or Our rights arising under the Order. Any waiver of any breach of an Order will not be a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of that Order.
- 22.10 No variation to the terms of an Order shall be valid unless agreed to in writing by a duly authorised representative of both You and Us.
- 22.11 Each of the Licensors shall have the benefit of any provisions of these Terms and Conditions which confer a right or benefit on the Licensors and each of the Licensors may, with Our written consent in each case, in their own right enforce the such provisions of these Terms and Conditions in accordance with the Contracts (Rights of Third Parties) Act 1999. We and You may rescind or vary an Order without the consent of any of the Licensors. Except as set out in this clause, a third party that is not a party to the Order has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of an Order.
- 22.12 Both We and You acknowledge that no reliance is placed on any representation, warranty, statement, undertaking or expression of opinion (whether negligently or innocently made) which is not expressly set out in the Order unless fraudulent. Neither Party shall have any right or remedy against the other Party arising out of or in connection with any such representation, warranty, statement, undertaking or expression of opinion unless fraudulent.

- 22.13 You and us agree that an Order is the complete and exclusive statement of the agreement between You and us which supersedes all proposals or prior agreements, oral and written, and all other communications (whether negligently or innocently made) between the Parties relating to its subject matter.
- 22.14 Nothing in clauses 22.12 or 22.13 above shall limit or exclude any Liability or remedy for fraud.
- 22.15 Without affecting any of the provisions of an Order, We may assign or otherwise transfer the benefit of an Order or any part of an Order to any other person and/or subcontract the performance of an Order or any part of it to one or a number of other people. You may not assign, sub-contract or otherwise transfer an Order or any of Your rights or obligations arising under an Order without Our prior written consent (such consent not to be unreasonably withheld).
- 22.16 Each Order shall be construed in accordance with and governed by the laws of England and in the event of any dispute relating to or arising from an Order the parties agree to submit to the non-exclusive jurisdiction of the English Courts, provided that We may enforce any judgment or court order against You anywhere in the world where You may have assets.

## 23. Bribery Act

- 23.1 You shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010;
  - (b) comply with Our ethics, anti-bribery and anti-corruption policies in force from time to time;
  - (c) have and shall maintain in place throughout the Term Your own policies and procedures, including but not limited to **Adequate Procedures** under the Bribery Act 2010, to ensure compliance with the foregoing provisions of this clause 23 and will enforce them where appropriate;
  - (d) promptly report to us any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of the Order.

## 24. Definitions

<b>Acceptable Use Policy</b>	the Acceptable Use Policy as published on Our Website from time to time
<b>Acceptance</b>	has the meaning given to it in clause 2.1 and Accepted shall be construed accordingly
<b>Access Details</b>	has the meaning given to it in clause 21.3
<b>Activation Date</b>	the date on which the relevant Service (excluding any Professional Services) actually becomes active and available for use by You
<b>Additional Order Period</b>	has the meaning given to it in clause 2.3
<b>Adequate Procedures</b>	determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act)
<b>Adverse Effects</b>	has the meaning given to it in clause 10.6(b)
<b>Associate(s)</b>	means in respect of You or us: (1) any firm or body corporate in which You or Us directly or indirectly: (a) own more than half the capital or business assets; or (b) has the power to exercise more than half the voting rights; or (c) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such firm or body corporate; or (d) has the right to manage the business of such firm or body corporate); (2) any person, firm or body corporate which directly or indirectly has in or over You or Us the rights or powers listed in (1) (a Controller); and (3) any person, firm or body corporate in which a Controller directly or indirectly has the rights or powers listed in (1) above
<b>Business Day(s)</b>	a day or days, other than a Saturday, Sunday or public holiday in England and Wales;
<b>Business Hours</b>	09.00 to 17.00 on a Business Day;
<b>Charges</b>	the charges for the Services as set out in the Order Form;
<b>Complaints Policy</b>	our Complaints Policy as is available on Our Website from time to time;
<b>Confidential Information</b>	all information, whether oral or in writing, which relates to the business affairs, products, product development, trade secrets, know how, personnel, customers and suppliers of either You and/or Us and includes the Customer Details whether or not designated as Confidential Information by Your or Us information We obtain from an audit pursuant to clause 17, together with all information derived from this which is by its nature confidential or proprietary including the details of Customers;
<b>Configuration</b>	a change to the standard elements of a Service;

<b>Data Controller</b>	as defined in Data Protection Act - a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed
<b>Data Processor</b>	as defined in but not directly subject to Data Protection Act - any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller;
<b>Data Protection Laws</b>	all legislation relating to data protection including Directive 95/46/EC on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, the Data Protection Act 1998 and all subordinate legislation relating to it;
<b>Data Security Policy</b>	our Data Security Policy set out on Our Website from time to time;
<b>End Users</b>	the individual End Users who are allowed to use the Services;
<b>Enterprise Voice Terms</b>	the enterprise voice terms set out on Our Website from time to time;
<b>Force Majeure Event</b>	as defined in clause 18.1;
<b>Hardware Terms</b>	our Hardware Terms as set out on Our Website from time to time;
<b>Hosted Data</b>	any data of Yours which is hosted by Us as part of the Services;
<b>Insolvency Event</b>	means in respect of a party; (a) it takes steps to enter into insolvent liquidation or a winding up petition is presented in respect of it (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged or satisfied within 7 days of its service; or (b) an application is issued for the appointment of an administrator or documents are filed at court for the appointment of an administrator or notice of intention to appoint an administrator is given; or (c) a receiver or administrative receiver is appointed over the whole or any part of the assets of such company, partnership or limited Liability partnership; or (d) it proposes to enter or makes any voluntary arrangement or informal voluntary arrangement or scheme of arrangement or other compromise or composition with its creditors or makes an application to a court for the protection of itself or creditors in any way; or (e) is otherwise unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or (f) ceases to carry on its business or substantially the whole of its business; or (g) is the subject of any event similar to those in (a) to (f) inclusive in any jurisdiction;
<b>Intellectual Property Rights</b>	patent rights, registered and unregistered design rights, rights relating to semiconductor chip topography, copyrights including rights in computer software, database rights, rights relating to software, rights relating to registered and unregistered trademarks or service marks or logos, jingles, get-up, livery, trade names, domain names, applications or rights to apply for any of the foregoing rights of confidentiality in information of any kind including the Confidential Information and any similar rights to any of the foregoing anywhere in the world;



<b>Liability</b>	all liability whether arising in contract, in tort, (including negligence, misrepresentation,) or breach of statutory duty or otherwise;
<b>Licensors</b>	the Licensors of Software to Us (including software not owned by Us or Our Associates) for the provision of the Services under the Order and Our other suppliers of services for the provision of the Services under the Order;
<b>Loss/Losses</b>	all losses, liabilities (including provision for contingent liabilities), demands, fines, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties and all associated costs;
<b>Marks</b>	has the meaning given to it in clause 16.5;
<b>Materials</b>	materials, data, software, equipment, brands, logos, trademarks, any graphics, text, sound, data and work and other materials processed using the Services
<b>Minimum Order Period</b>	the minimum order period as defined in clause 2.2;
<b>Order</b>	has the meaning given to it in clause 1.2;
<b>Order Form</b>	a paper or electronic document containing the details of the relevant Services to be provided and commercial terms. This may reference technical design documents;
<b>Our Marks</b>	has the meaning given to it in clause 16.3;
<b>Personal Data</b>	data which relate to a living individual who can be identified – (a) from those data, or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual;
<b>Policies</b>	the Privacy Policy, Acceptable Use Policy and Data Security Policy set out on Our Website from time to time;
<b>Portal</b>	the online portal available through the Login page here: <a href="http://www.outsourcery.co.uk/Pages/Login.aspx">http://www.outsourcery.co.uk/Pages/Login.aspx</a> or such replacement URL as We notify to You from time to time;
<b>Prices</b>	the prices are as set out in the price list for the Services made available to You from time to time or pricing provided by Us to You in relation to a specific requirement;
<b>Privacy Policy</b>	our privacy policy as published on Our Website from time to time;
<b>Processing</b>	has the meaning given to that term in the Data Protection Act 1998 and the term "Process" shall be construed accordingly;

<b>Product Deviation Document</b>	our document that sets out any variances from the Product Service Description which will be contained within the <b>Statement of Work</b> ;
<b>Product Service Description</b>	our standard product service definition of functionality and capability available on Our Portal, which may be complimented by a High Level Design and/or any Low Level Design document, provided by Us to You for any Service;
<b>Professional Services Terms</b>	the professional services terms as set out on Our Website from time to time;
<b>Professional Services</b>	any consultancy and/or professional services of any nature whatsoever, including information technology and telecommunications hardware, software and/or connectivity testing, Configuration, implementation, and/or development services;
<b>Service Level Agreement</b>	the Service Level Agreement document that defines Our service level commitments and service credits terms;
<b>Service Terms</b>	means the Professional Service Terms, Enterprise Voice Terms and Hardware Terms;
<b>Service(s)</b>	the services and associated products (and component thereof) We provide from time to time as set out in the Product Service Descriptions;
<b>Software</b>	any software that is provided to You by Us and/or Our Licensors in connection with the Services;
<b>Software Licence</b>	has the meaning given to it in clause 7.1;
<b>Statement of Work</b>	the Statement of Work will detail the work We will carry out to deliver the Services. The Statement of Work will include the Product Deviation Document (if applicable) and may also reference other documents;
<b>Termination Fees</b>	an amount equal to the remaining Charges for Services that You would have incurred if the Services in question had been provided up to the end of the Minimum Order Period or as applicable the Additional Order Period;
<b>VAT</b>	means value added tax chargeable under the Value Added Tax Act 1994 or any replacement, similar or substitute turnover tax wherever applicable;
<b>Website</b>	website located at <a href="http://www.outsourcery.co.uk">www.outsourcery.co.uk</a> or such other website as may be notified by Us from time to time;
<b>We, Us or Our</b>	are references to <b>GCI Network Solutions Limited</b> a private limited company incorporated in England and Wales with registered number <b>04082862</b> whose registered office is at <b>Global House, 2 Crofton Close, Lincoln LN34NT</b> ;
<b>You and Your</b>	are references to the customer set out on the relevant Order Form;

<b>Your Details</b>	the data which identifies any employee, director, officer, partner, shareholder, or other relevant individual of Yours;
<b>Your Employee(s)</b>	your employees and any other persons engaged or assigned in whole or in part to the performance of the Customer Support Services and Services whether engaged or assigned you or your subcontractor;
<b>Your Equipment</b>	any hardware and/or software owned, controlled, licensed or provided by You or otherwise made available by You for the purposes of receiving or using the Services;

- 24.1 The headings in these Terms and Conditions are for convenience only and shall not affect its interpretation.
- 24.2 Words suggesting a gender shall include all other genders, words denoting the singular shall include the plural and vice versa.
- 24.3 Persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having a separate legal personality).
- 24.4 References to statutes, statutory instruments and government regulations shall be deemed to include any modification, amendment, extension or re-enactment thereof from time to time.
- 24.5 The expressions including, include, in particular, for example and any similar expression shall not limit the preceding words.
- 24.6 References to writing and written include electronic email communication by email including all related attachments.