

## SEND TELECOMS GROUP LTD

Trading as Send Communications

## MASTER SERVICE AGREEMENT TERMS AND CONDITIONS

Company Registration No. 16158221  
VAT Registration No. 482 8786 32

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply unless the context requires otherwise:

**"Additional Services"** means any additional services to be provided to the Customer by the Supplier from time to time, including but not limited to call recording storage, anti-fraud protection, on-hold marketing, CRM integration, and mobile or desktop applications.

**"Authorised Representative"** means any person authorised by the Customer to act on its behalf in connection with the Contract, whether expressly named in the Network Service Agreement or subsequently notified to the Supplier in writing.

**"Business Day"** means any day other than a Saturday, Sunday, or public holiday in England and Wales.

**"Business Hours"** means the hours between 9.00am and 5.30pm on any Business Day.

**"Call Recording"** means the recording and storage of telephone calls made or received through the Service.

**"Commencement Date"** means the date specified in the Network Service Agreement, or the date upon which the Contract is signed by both parties, whichever is earlier. For the avoidance of doubt, the Minimum Term shall not commence before the Connection Date regardless of the Commencement Date.

**"Confidential Information"** means all information disclosed by one party to the other in connection with the Contract that is marked as confidential or which ought reasonably to be considered confidential, including business plans, customer data, pricing, technical specifications, and trade secrets.

**"Connection Date"** means the date on which the Service is connected and billing commences.

**"Contract"** means the agreement between the Customer and the Supplier for the supply of the Services, comprising the Network Service Agreement, these Terms and Conditions, any Order Form, and any schedules or addenda expressly incorporated by reference.

**"Customer"** means the person, firm, company, or other entity identified in the Network Service Agreement for whom the Supplier has agreed to provide the Services.

**"Customer Equipment"** means any equipment, systems, cabling, or facilities provided by the Customer and used in connection with the Services, excluding the Equipment.

**"Customer Personal Data"** means any Personal Data processed by the Supplier on behalf of the Customer pursuant to or in connection with the Contract.

**"Data Protection Legislation"** means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and all applicable laws and regulations relating to the processing of personal data and privacy, as amended or replaced from time to time.

**"Equipment"** means any hardware, handsets, routers, switches, or other telecommunications equipment supplied by the Supplier to the Customer as detailed in the Network Service Agreement or any Order Form.

**"Extended Term"** means any period following the expiry of the Minimum Term during which the Contract continues in force pursuant to Clause 6.2.

**"Fair Usage Policy"** means the Supplier's fair usage policy as published on the Supplier's Website and as amended from time to time.

**"Force Majeure Event"** has the meaning given in Clause 22.1.

**"Group Company"** means in relation to any company, that company, any subsidiary or holding company of that company, and any subsidiary of any holding company of that company, in each case within the meaning of section 1159 of the Companies Act 2006.

**"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and neighbouring rights, trademarks, service marks, trade names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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 for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

**"Hire Purchase Arrangement"** means any agreement under which the Customer agrees to hire Equipment from the Supplier with an option or obligation to purchase such Equipment at the conclusion of the hire period, as approved by Send Telecoms Group LTD.

**"Introductory Offer"** means any incentive, rebate, discount, contract buyout subsidy, or promotional benefit provided by the Supplier as part of the sale, including (without limitation) any period of free or discounted broadband services provided under Clause 8.3.14.

**"Microenterprise"** means an enterprise which has fewer than 10 employees (assessed as at the Commencement Date) and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million, as defined in the Ofcom General Conditions.

**"Minimum Term"** means the minimum contract period specified in the Network Service Agreement.

**"Network Service Agreement"** means the order form or agreement signed by the Customer setting out the specific Services, Equipment, charges, and Minimum Term.

**"Number Porting"** means the process of transferring a telephone number from one communications provider to another.

**"Order Form"** means any document issued by the Supplier to the Customer setting out the Services to be provided and the applicable charges.

**"Personal Data"** has the meaning given in the Data Protection Legislation.

**"Premises"** means the address or addresses at which the Services are to be provided as specified in the Network Service Agreement.

**"Price Increase Date"** means the 1st of April each year, or such other date as may be specified by the Supplier.

**"Rental Charges"** means the recurring monthly charges for the Services as specified in the Network Service Agreement or any Order Form.

**"Small Enterprise Customer"** means a customer which has 10 to 49 employees (assessed as at the Commencement Date) and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million, as defined in the Ofcom General Conditions.

**"Service" or "Services"** means the telecommunications services detailed in the Network Service Agreement and these Terms, including as applicable telephone lines, broadband, SIP trunks, VoIP services, hosted telephony, and any Additional Services.

**"Service Failure"** means a complete loss of the Service that is not attributable to the Customer, Customer Equipment, or a Force Majeure Event.

**"Software"** means the Supplier's proprietary software, operating systems, features, and applications contained on or used in connection with the Equipment and the Services, including all subsequent amendments, updates, and new versions.

**"Specification"** means the description or specification of the Services as set out in the Network Service Agreement or on the Supplier's Website.

**"Supplier"** means Send Telecoms Group LTD (Company Registration No. 16158221, VAT Registration No. 482 8786 32), trading as Send Communications, whose registered office is at the address set out on the Supplier's Website.

**"Supplier's Website"** means www.send-comm.co.uk or such other website as may be notified to the Customer from time to time.

**"User"** means each individual who has access to or uses the Services through a designated extension, login, seat licence, or user account.

**"Toll Fraud"** means any unauthorised use of the Customer's telephone system or the Services, including but not limited to hacking of PBX or VoIP systems, dial-through fraud, calls made using stolen authentication details, and any activity resulting in fraudulent call charges.

**"Working Day"** means a Business Day.

1.2 In these Terms and Conditions:

- a reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time, and includes any subordinate legislation made under it;
- any words following the terms "including", "includes", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the preceding words;
- a reference to "writing" or "written" includes email;
- headings are for convenience only and do not affect interpretation;
- references to clauses are to the clauses of these Terms and Conditions;
- a reference to one gender includes all genders, and words in the singular include the plural and vice versa;
- any obligation on a party not to do something includes an obligation not to allow that thing to be done.

### 2. BASIS OF CONTRACT

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

2.2 The Contract shall come into full force and effect from the date the Network Service Agreement is signed by the Authorised Representative of the Customer and accepted by the Supplier. The Supplier's acceptance of the Contract may be evidenced by commencement of the provisioning or delivery of the Services, issue of a welcome email or order confirmation, or any other act consistent with the Supplier's intention to proceed with the Contract. For the avoidance of doubt, any contractual obligations are binding at the point of the Customer's request for the Services, whether by signature, electronic acceptance, verbal instruction recorded by the Supplier, or continued use of the Services.

2.3 The Contract shall continue for the Minimum Term and shall automatically renew for successive periods equal to the original Minimum Term (each an Extended Term) unless either party gives the other not less than ninety (90) days' written notice to terminate, such notice to expire no earlier than the end of the then-current Minimum Term or Extended Term.

2.4 In the event the Customer has fewer than ten (10) employees as at the Commencement Date, Clause 2.3 shall not apply. Instead, the Contract shall continue on a rolling monthly basis following expiry of the Minimum Term, unless terminated by either party giving not less than thirty (30) days' written notice. For the purposes of this Clause 2.4, the number of employees shall be assessed as at the Commencement Date and shall not be reassessed during the term of the Contract. The burden of proving that the Customer has fewer than ten (10) employees shall rest with the Customer.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained on the Supplier's Website or in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of thirty (30) Business Days from its date of issue.

### 3. SUPPLY OF THE SERVICES

3.1 The Supplier shall use reasonable endeavours to supply the Services to the Customer from the Connection Date in accordance with the Specification. If the Supplier has not connected the Services within ninety (90) days of the Commencement Date, and such delay is not attributable to the Customer, Customer Default, or a Force Majeure Event, the Customer may terminate the Contract by giving thirty (30) days' written notice, provided the Customer has not contributed to the delay. For the avoidance of doubt, the Customer shall have no right to terminate under this sub-clause once the Services have been connected.

3.2 The Supplier cannot guarantee and does not warrant that the Services will be free of interruptions or faults. The Customer accepts that there may be degradation in the quality of the Services from time to time. Subject always to Clause 19, the Supplier shall not be liable for any loss or damages should the Services be interrupted or the quality of the Services be affected.

3.3 The Supplier reserves the right to change the codes or numbers given to the Customer or otherwise alter the format of the Services for operational, technical, or regulatory reasons. The Supplier shall give reasonable notice of any such changes where practicable.

3.4 The Customer does not own the telephone number(s) provided to it. The telephone number(s) are personal to the Services and the Customer has no right to and shall not sell or agree to transfer the number(s) to a third party.

3.5 The Supplier may from time to time provide instructions regarding the Services and the Customer agrees to follow any such instructions. The Supplier reserves the right at any time to change the codes or numbers given to the Customer.

3.6 Where the Services include VoIP telephony, the Customer acknowledges and agrees that:

- the ability to call emergency organisations (i.e. police, fire, ambulance, or coastguard services) may cease if there is a power cut, power failure, or failure of the internet connection on which the VoIP service relies;
  - where the VoIP service is to be used principally at a single fixed location, the Customer is advised to register with the Supplier the address where the service is to be used prior to its activation, and to update that address information promptly if there is any change;
  - where the VoIP service is to be accessed from multiple locations, the Customer is advised to register and update the location information associated with it whenever accessing the service from a new location;
  - the Supplier's VoIP system will only operate whilst the SIP numbers or SIP trunks provided pursuant to the Services are hosted on the Supplier's network. Should SIP numbers or SIP trunks be moved to another telecoms provider at the Customer's request, the Supplier's system will no longer operate. In these circumstances, the Customer shall remain liable for the remainder of any equipment leasing term and for all Rental Charges and other charges due under the Contract for the remainder of the Minimum Term or Extended Term (as applicable);
- 3.7 The Supplier accepts no liability whatsoever for any loss, claim, or damage arising from the Customer's inability to contact emergency services through the VoIP Service.

### 4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

- co-operate with the Supplier in all matters relating to the Services and provide the Supplier with such information and assistance as the Supplier may reasonably require;
  - provide the Supplier and its subcontractors, and (where applicable) BT or Openreach, with reasonable access to the Premises during Business Hours, and at other times as may be reasonably required for emergency repairs;
  - provide at the Premises, at its own cost and expense, a suitable location and appropriate conditions for the Equipment, including where necessary a continuous mains electricity supply and connection points;
  - comply with the Communications Act 2003, the Telecommunications Act 1984 (as amended), and any other relevant legislation and regulations;
  - use the Services in accordance with the Supplier's reasonable instructions and with any applicable Fair Usage Policy;
  - not use the Service for a purpose other than that for which the Service is provided;
  - not use the Service to send, receive, upload, download, or distribute any material which is intended to be defamatory, offensive, abusive, obscene, threatening, or in breach of confidence, copyright, privacy, or any other rights;
  - not use the Services or permit the Service to be used in any way which would constitute a violation of or an infringement of the rights of any other party;
  - maintain all telecommunications apparatus at all times in good working order in conformity with relevant standards;
  - ensure that following completion of any work carried out by BT or the Supplier, the Customer is responsible for returning all items back to their original position and for any redecoration which may be required as a result thereof;
  - obtain and maintain all necessary licences, permissions, consents, registrations, and approvals which may be required before the Connection Date;
  - comply with the Supplier's and BT's reasonable safety and security requirements;
  - not procure that the Service is not used fraudulently or in connection with a criminal offence or to make offensive, indecent, menacing, nuisance, or hoax calls, and in this respect the Customer shall, without limitation: (i) secure implementation and management of the Customer's systems including any handsets, not permitting the Supplier to act as firewalled or proxy; (ii) manage usernames, login passwords, and security parameters; (iii) ensure that accounts are disabled and reporting available; and (iv) report any incidents to the Supplier and the relevant authorities;
  - be solely liable for any costs arising as a result of Toll Fraud (as defined in Clause 5);
  - ensure that where the Contract includes broadband services, the Customer shall obtain and install at its own cost such Equipment as is required for the operation of the broadband service;
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays the Supplier's performance;
  - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 4.2; and
  - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

### 5. TOLL FRAUD AND SECURITY

- 5.1 The Customer acknowledges that Toll Fraud is a significant risk affecting telecommunications services and that the Customer is solely responsible for the security of its telephone systems, networks, and equipment.
- 5.2 The Customer shall be responsible for all call charges incurred on the Service, and recorded by the Supplier as having been made, in respect of the Services provided, whether or not those calls were authorised by the Customer. This includes, without limitation, all charges arising from Toll Fraud.
- 5.3 The Customer agrees to take all reasonable steps to prevent Toll Fraud, including but not limited to:
  - (a) adopting any security measures notified to it by, or recommended by, the Supplier from time to time;
  - (b) keeping all passwords robust and confidential and changing them regularly;
  - (c) implementing appropriate firewall protection on any IP-based telephone system;
  - (d) disabling any unused voicemail boxes, extensions, or DISA (Direct Inward System Access) services;
  - (e) monitoring call patterns and reporting any unusual activity to the Supplier immediately.
- 5.4 The Supplier reserves the right to suspend the Service or restrict certain call types (including international calls and premium rate calls) without notice if the Supplier suspects or detects Toll Fraud or abnormal call patterns, and the Supplier shall have no liability to the Customer for any loss arising from such suspension or restriction.
- 5.5 The Customer acknowledges that the Supplier's "fraud monitor" is not a fraud prevention system and does not prevent unauthorised access to the Customer's telephone system. The Supplier accepts no liability whatsoever for any costs incurred as a result of a breach of security.
- 5.6 Non-compliance with the security measures set out in this Clause 5 may result in the exclusion of any anti-fraud protection services offered by the Supplier.

### 6. TERMINATION

#### Termination by the Customer

- 6.1 The Customer may terminate the Contract at the end of the Minimum Term or any Extended Term by giving at least ninety (90) days' written notice to the Supplier, such notice to expire on or after the last day of the then-current Minimum Term or Extended Term. The Customer cannot terminate for its convenience prior to the end of the Minimum Term.
- 6.2 If no notice of termination has been provided in accordance with Clause 6.1, the Contract shall automatically continue at the end of the Minimum Term in accordance with Clause 2.3.

#### Early Termination Charges

- 6.3 In the event the Customer terminates the Contract, or the Contract is terminated by the Supplier pursuant to Clause 6.2, prior to the expiry of the Minimum Term or the then-current Extended Term (as applicable), the Customer shall pay the Supplier early termination charges calculated as follows:
  - (a) One hundred per cent (100%) of the Rental Charges that would have been payable for the remainder of the Minimum Term or Extended Term (as applicable); plus
  - (b) Any outstanding charges for Services already delivered but not yet invoiced; plus
  - (c) A reconnection and administration charge of one hundred and twenty pounds (£120.00) per connection (exclusive of VAT); plus
  - (d) Any sums payable under Clause 6.8 in relation to Introductory Offers or contract buyout subsidies.

6.4 The Customer agrees that the early termination charges in Clause 6.3 are proportionate to the Supplier's legitimate interest in recovering the costs of provisioning, installation, network capacity allocated to the Customer, and in maintaining revenue certainty over the agreed contract term. The Customer acknowledges that the Supplier has made investments, commitments, and incurred costs in reliance on the full Minimum Term or Extended Term (as applicable), and that these charges do not exceed the Supplier's legitimate interest in enforcement of the Contract and are not a penalty.

#### Termination by the Supplier

- 6.5 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
  - (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than seven (7) days after being notified in writing to make such payment. Time shall be of the essence in respect of the Customer's obligation to remedy any payment default under this Clause 6.5(a);
  - (b) the Customer is in breach of any material provision of the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of the Supplier's written notice requiring it to do so;
  - (c) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Taxes Act 2010) that has not been pre-agreed by the Supplier;
  - (d) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or (being a sole trader or firm) becomes bankrupt, or (being a limited company) goes into liquidation, or an enforcement takes possession, or a receiver is appointed of any of the property or assets of the Customer;
  - (e) the Customer ceases or threatens to cease to carry on business;
  - (f) the Supplier reasonably apprehends that any of the events mentioned in Clauses 6.5(d) or 6.5(e) is about to occur in relation to the Customer;
  - (g) the Customer uses the Services in breach of Clause 4; or
  - (h) the Customer is in breach of any other contract with the Supplier or any third-party funder of goods or services provided by the Supplier.

#### Consequences of Termination

6.6 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall immediately return all Equipment belonging to the Supplier in good working order and condition. If the Customer fails to do so, the Supplier may charge the Customer the replacement cost of the Equipment;
- (c) any Introductory Offer or contract buyout subsidy shall become immediately repayable in full;
- (d) the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected;
- (e) clauses which expressly or by implication survive termination shall continue in full force and effect, including without limitation Clauses 5, 6.6, 7.8, 8.9, 19, 22, and 32.

#### Number Ownership and Porting

6.7 The Customer does not own the telephone number(s) allocated by the Supplier. Upon termination, the Customer may request to port numbers to another provider subject to:

- (a) payment of a porting administration charge of ninety-nine pounds (£99.00) per number (exclusive of VAT);
- (b) the porting process being subject to the applicable industry regulations and timescales; and
- (c) without prejudice to the Supplier's right to pursue all outstanding sums due under the Contract by separate action.

6.8 Where the Supplier has subsidised any contract buyout from the Customer's previous provider, an equivalent amount equal to or greater than the subsidy provided shall be repayable by the Customer to the Supplier immediately upon early termination.

#### Previous Supplier Termination Charges

6.9 Where the Customer has transferred services from a previous telecommunications provider to the Supplier and the Customer's previous provider issues a final termination bill or early termination charge in connection with the Customer's former agreement, such bill or charge must be presented to the Supplier within ninety (90) days of the Commencement Date. If the Customer's previous provider fails to submit the termination bill to the Supplier within ninety (90) days of the Commencement Date, Send Telecoms Group LTD reserves the right to recover payment of such termination charges in full, and the Supplier shall have no liability whatsoever in respect of any such charges submitted after the expiry of that ninety (90) day period.

### 7. SUSPENSION

7.1 The Supplier may suspend the Services and any Additional Services without notice and without prejudice to the Supplier's other rights under the Contract if any of the following events occur:

- (a) the Customer fails to make any payment due under the Contract by the due date;
- (b) the Customer cancels or fails to maintain a valid Direct Debit mandate;
- (c) the Supplier suspects or detects Toll Fraud, abnormal call patterns, or unauthorised use of the Services;
- (d) the Customer is in breach of any provision of the Contract;
- (e) suspension is required by any regulatory or governmental authority; or
- (f) the Supplier reasonably considers suspension necessary to protect the integrity of its network or the Services.

7.2 During any period of suspension, the Customer shall continue to pay all Rental Charges and other charges relating to the Services.

7.3 The Supplier may notify the Customer of what needs to be done before the Services can be reinstated. A reinstatement charge may apply at the Supplier's then-current rates.

7.4 The Supplier shall have no liability for any loss or damage suffered by the Customer as a result of the suspension of the Services under this Clause 7.

7.5 For the avoidance of doubt, any suspension of the Services under this Clause 7 shall not constitute a termination or repudiation of the Contract, shall not reduce or toll the Minimum Term or any Extended Term, and shall not relieve the Customer of any of its obligations under the Contract including, without limitation, the obligation to pay all Rental Charges and other sums due.

### 8. PRICE AND PAYMENT

8.1 The price of the Services shall be the price specified in the Network Service Agreement or as otherwise agreed in writing between the parties.

8.2 The Supplier reserves the right to increase the charges for the Services (including for the avoidance of doubt any Additional Services and Support Services) on an annual basis with effect from the Price Increase Date each year, in line with the Consumer Price Index (CPI) rate of inflation published in January of that year, plus 3.9 percentage points. Such increase shall not constitute a material detriment to the Customer and shall not give rise to any right to terminate the Contract. The Customer acknowledges that it has been informed of this annual price increase mechanism at the point of sale, that it forms part of the agreed pricing structure, and that the Customer has factored this mechanism into its decision to enter into the Contract.

8.3 The Supplier shall invoice the Customer for sums due at monthly intervals. All invoices will be sent to the Customer via email to the email address provided for billing purposes.

8.4 All sums due by the Customer shall be paid in full on the date specified by the invoice. All payments must be made by Direct Debit. The Customer shall establish and maintain a valid Direct Debit mandate in favour of the Supplier for the duration of the Contract.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply at the time then prevailing.

8.6 The Customer agrees to pay all charges for the Services whether the Service is used by the Customer or someone else, and upon receipt of the Supplier's invoice.

8.7 A late payment fee of one hundred (£25.00) (exclusive of VAT) will be added to future invoices in the instance that a Direct Debit has failed or been cancelled by the Customer. This fee is in addition to any interest payable under Clause 8.8.

8.8 If the Customer fails to make any payment due to the Supplier by the due date, then without limiting the Supplier's other remedies, the Customer shall pay costs and interest on the overdue amount at the rate of eight per cent (8%) per annum above the then-current Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment is received by the Supplier.

8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

8.10 Should the Services be suspended due to non-payment, a reinstatement charge may apply (details of current charges are available on the Supplier's Website).

8.11 The Supplier reserves the right to charge reasonable administration fees for any payment method other than Direct Debit, including but not limited to charges for processing manual payments.

8.12 At the twelve (12) month point of the Minimum Term, the licence fee for each User shall increase from the rate specified in the Network Service Agreement to the Supplier's then-current standard licence rate as set out in Schedule 1 of these Terms and Conditions. This fee shall be applicable for the remainder of the Minimum Term and any Extended Term, and the change shall automatically take effect on the twelve (12) month anniversary of the Commencement Date without further notice.

#### Annual Maintenance Fee

8.13 The Customer shall pay an Annual Maintenance Fee of four hundred and ninety-five pounds (£495.00) per annum (exclusive of VAT), as further detailed in Clause 14.4. This fee shall be billed annually and is due pro rata from the Commencement Date. The Customer may opt out of the Annual Maintenance Fee in accordance with Clause 14.6, in which case the one-off support and engineering charges set out in Clauses 14.7 to 14.9 shall apply.

#### Broadband Charges After Introductory Period

8.14 Where the Supplier provides broadband services to the Customer at no additional charge during an introductory period, the Supplier's standard broadband rates shall apply from the twelve (12) month anniversary of the Connection Date. Upon expiry of the introductory period, the Customer shall pay the Supplier's then-current standard broadband rate applicable to the type of broadband connection provided, as set out in Schedule 1 of these Terms and Conditions. The standard broadband rate shall be determined by the Supplier at its sole discretion and shall be calculated on the basis of the Supplier's wholesale acquisition cost for the relevant broadband circuit or connection, together with an administrative and service margin of fifty per cent (50%) applied thereto, to reflect the Supplier's costs of provisioning, management, support, and delivery of the broadband service. The Supplier reserves the right to update the rates in Schedule 1 from time to time, with any updated rates being published on the Supplier's Website or notified to the Customer in writing.

8.15 The Customer acknowledges that the free broadband provided during the introductory period is a promotional benefit and an Introductory Offer, and does not form part of the core pricing of the Services. The transition to the standard broadband rate at the twelve (12) month point shall not constitute a material detriment to the Customer, shall not give rise to any right to terminate the Contract, and shall take effect automatically without further notice.

8.16 In the event the Contract is terminated prior to the expiry of the Minimum Term or Extended Term (as applicable), the value of the free broadband services received by the Customer during the introductory period shall be calculated at the Supplier's then-current standard broadband rate for the relevant connection type and shall become immediately repayable by the Customer to the Supplier as an Introductory Offer in accordance with Clauses 6.6(c) and 6.8.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in the Equipment, Software, and any materials created or developed by the Supplier in the course of providing the Services shall remain the property of the Supplier (or its licensors). The Supplier reserves the right to grant a licence to use the Software to third parties.

9.2 The Supplier grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Software on the Equipment for the Customer's business purposes during the term of the Contract, subject to these Terms and Conditions.

9.3 The Customer shall not:

- (a) sub-licence, assign, or transfer the licence to any third party;
- (b) make adaptations or variations of the Software without the prior written consent of the Supplier;
- (c) disassemble, decompile, reverse translate, or in any other manner decode the Software, except as permitted by law;
- (d) give access to the Software through any network of computers to users who are not employees or agents of the Customer; or
- (e) copy the Software other than for reasonable backup purposes.

9.4 The Customer shall comply with any Third-Party Licences disclosed to it and shall indemnify and hold the Supplier harmless against any loss or damage arising from the Customer's breach of such terms.

## 10. CALL DIVERSION

10.1 If the Supplier directs the Customer's calls to another terminating number at the Customer's request (UK Geographic or UK Mobile), the charges for the diverted call shall be borne by the Customer.

10.2 In the event of a Service Failure, the Supplier may divert the Customer's incoming calls to another fixed-line or mobile telephone number of the Customer's choice. Once the Service Failure has been remedied, the Supplier shall cancel the Customer's call diversion. The Customer shall pay any additional obligations for calls diverted during this period.

10.3 Premium rate numbers, international numbers, and certain non-geographic numbers are excluded from call diversion services.

## 11. ACCESS TO PREMISES AND EQUIPMENT

11.1 The Customer agrees to provide, at its expense, a suitable place and conditions for the Supplier's Equipment, and where required a continuous mains electricity supply and connection points.

11.2 The Customer agrees to keep in good working order and condition any equipment owned by BT or Openreach, and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT, Openreach, or anyone acting on their behalf.

11.3 The Equipment remains the property of the Supplier at all times. It is the sole responsibility of the Customer to keep the Equipment safe and maintain its own security independently of the Supplier. The Customer shall store the Equipment separately from its own property and that of any third party, shall clearly identify the Equipment as belonging to the Supplier, and shall not remove or permit the removal of any labels, plates, or markings affixed by the Supplier. Upon termination of the Contract, the Supplier or its agents shall be entitled to enter the Premises at any reasonable time to recover the Equipment, and the Customer hereby grants an irrevocable licence to the Supplier for that purpose.

11.4 The Customer shall not, without the prior written consent of the Supplier, move, alter, extend, or interfere with the Equipment in any way except by the Supplier's servants or agents.

11.5 Should the Supplier or BT be required to enter any land belonging to any party other than the Customer, or to put BT Equipment on any property which does not belong to the Customer (for example a neighbour or landlord), the Customer will obtain their permission of such party. The Customer shall indemnify and keep indemnified the Supplier in respect of all costs, claims, and liabilities arising from access to such third-party land.

11.6 Terminal equipment may be supplied subject to a separate leasing agreement, which may set out additional restrictions on its use.

## 12. SUPPORT SERVICES

12.1 The Supplier shall provide support services in accordance with the service levels published on the Supplier's Website, as may be amended from time to time.

12.2 The Support Services shall comprise:

- (a) a telephone helpline to provide first-line fault support during Business Hours;
- (b) remote diagnosis and, where possible, correction of faults using software management tools;
- (c) second-line onsite technical support where remote resolution is not possible; and
- (d) the Supplier using reasonable endeavours to carry out such repairs, replacement of parts, or adjustment as the Supplier shall deem necessary to remedy faults.

12.3 Unless prevented by circumstances beyond the Supplier's control, the Supplier will use its reasonable endeavours to respond to the Customer's notification of a fault and commence remote work on fixing the same within:

- (a) eight (8) Business Hours if the Equipment has failed completely; or
- (b) sixteen (16) Business Hours if the Equipment has failed partially.

12.3A The response times set out in Clause 12.3 are targets only and shall not constitute a warranty, guarantee, or condition of the Contract. Failure to achieve these response times shall not constitute a breach of the Contract and shall not give rise to any right to terminate the Contract or to any claim for damages or other remedy.

12.4 The Supplier is not obliged to provide Support Services where faults arise from:

- (a) misuse, incorrect use of, or damage to the Software, Services, or Equipment from whatever cause (other than an act or omission by the Supplier), including failure or fluctuation of electrical power;
- (b) failure to maintain the necessary environmental conditions for use of the Equipment;
- (c) use of the Software in combination with any equipment or software not provided by or approved by the Supplier;
- (d) relocation of the Equipment by any person other than the Supplier; or
- (e) any breach of the Customer's obligations under the Contract.

12.5 The Supplier reserves the right to make a charge at its then-current rates if it is erroneously notified of a fault which is found not to exist or which is attributable to the Customer.

12.6 The Supplier does not warrant or guarantee that the Services will be free of faults or interruptions. This service will only be made available to the Customer if it is reasonably practicable to do so, and the Customer acknowledges that technical restrictions may prevent the Supplier from providing this service.

12.7 In the event that the Service fails to operate and the Customer makes use of another service provider, the Supplier will not be liable for that service provider's charges.

## 13. ADDITIONAL EQUIPMENT AND SERVICES

13.1 Where the Supplier agrees during the term of the Contract to provide the Customer with additional equipment or services:

- (a) such additional equipment and services shall form part of the Equipment and Services for the purposes of this Contract;
- (b) the monthly service charge shall be increased by an amount equal to the agreed charge for the additional equipment or services, effective from the date of provision; and
- (c) any additional equipment shall be subject to the same terms regarding ownership, access, and maintenance as the original Equipment.

## 14. MAINTENANCE

14.1 Where the Contract includes a maintenance agreement, the Supplier shall make reasonable endeavours to repair or procure that BT repairs a Service Failure by midnight on the first Business Day following notification (not including public and bank holidays) after the day the Service Failure is reported to the Supplier.

14.2 The Customer shall report Service Failures promptly via the contact details provided on the Supplier's Website.

14.3 The Supplier's obligation under this Clause 14 does not apply in circumstances where:

- (a) the Service Failure is caused by the Customer or Customer Equipment;
- (b) BT rejects access to the Premises or the Customer does not provide timely access; or
- (c) the Service Failure arises from a Force Majeure Event.

### Annual Maintenance Fee

14.4 As part of the Supplier's commitment to delivering exceptional services, the Supplier shall apply an annual maintenance fee of four hundred and ninety-five pounds (£495.00) per annum (exclusive of VAT) ("Annual Maintenance Fee"). This fee covers routine system checks, software updates, and general maintenance of the telecoms infrastructure provided under the Contract.

14.5 The Annual Maintenance Fee shall be billed annually and is due pro rata at the start of the Customer's agreement from the Commencement Date.

14.6 Failure to pay the Annual Maintenance Fee shall entitle the Supplier to suspend the Services until payment is made. Alternatively, the Customer may opt out of the annual maintenance service by giving written notice to the Supplier no later than thirty (30) days before the annual renewal date of the maintenance service. By opting out, the Customer forfeits all entitlement to inclusive support and maintenance services and shall be charged at the rates set out in Clauses 14.7 to 14.9 for any support or engineering services subsequently requested.

### Remote Support Charges

14.7 Where the Customer has opted out of the Annual Maintenance Fee, an administration charge of twenty-five pounds (£25.00) (exclusive of VAT) shall be applied for any remote support provided to resolve issues or enquiries. This charge shall be billed as a one-off fee upon the remote support service being requested and rendered.

### Engineering Visits

14.8 Where the Customer has opted out of the Annual Maintenance Fee and an engineering visit to the Premises is required, the following charges shall apply:

- (a) Half-day engineering visit (less than four (4) hours): three hundred and fifty pounds (£350.00) (exclusive of VAT) as a one-off charge; and
- (b) Full-day engineering visit (four (4) to eight (8) hours): five hundred and fifty pounds (£550.00) (exclusive of VAT) as a one-off charge.

14.9 Engineering visits are subject to availability and shall be scheduled based on mutual agreement between both parties. Charges shall apply for visits even if the issue is resolved earlier than the expected duration.

## 15. MANAGING THE SERVICE

15.1 Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must obtain BT's prior agreement. Any Customer Equipment must be technically compatible with the Service and with BT's network or another carrier's equipment, and connected and used in line with any relevant instructions, standards, or legislation.

15.2 The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details. BT may agree to a special entry in the BT Phone Books at an additional charge.

15.3 BT reserves the right to change codes or numbers to reflect changes in network code usage. The Customer has no right to sell or agree to transfer any telephone numbers.

## 16. CANCELLATION AND COOLING OFF

16.1 Where the Customer is a business customer acting wholly in the course of its trade, business, craft, or profession, no statutory right of cancellation or cooling-off period under the Consumer Contracts (Information, Cancellation and Additional Rights) Regulations 2013 applies to the Contract. The Customer warrants and represents that it is entering into the Contract wholly for business purposes. By signing the Network Service Agreement, the Customer acknowledges and agrees that it is entering into a binding commercial contract for the Minimum Term. This Clause 16.1 is without prejudice to any rights afforded to Microenterprise or Small Enterprise Customers under the Ofcom General Conditions, as set out in Clause 16.2.

16.2 Where the Customer is a Microenterprise or Small Enterprise Customer (as defined in Ofcom's General Conditions), the Customer may have certain additional rights under the applicable Ofcom General Conditions. Details of such rights are available on the Supplier's Website and/or the OFCOM website at [www.ofcom.gov.uk](http://www.ofcom.gov.uk).

### Hire Purchase Withdrawal

16.3 In the event that the Customer expressly consents, whether verbally or by signature, to proceed with the hire purchase arrangement approved by Send Telecoms Group LTD and subsequently elects not to continue with the hire purchase following the commencement of the onboarding or installation process, the Customer shall be liable to pay the total rental amount as agreed in the Contract. Such payment shall be due immediately upon the Customer's decision to withdraw, and the Customer acknowledges that no further claims or refunds shall be payable by Send Telecoms Group LTD in relation to the hire purchase agreement or the ongoing onboarding or installation process.

16.4 For the avoidance of doubt, the Customer's consent to proceed with the hire purchase arrangement, whether verbally (as recorded by the Supplier) or by signature of the relevant documentation, shall constitute a binding commitment. The Customer shall not be entitled to withdraw from the hire purchase arrangement without incurring the full liability set out in Clause 16.3.

## 17. PRICE VARIATION

17.1 In addition to the annual price increase set out in Clause 8.2, the Supplier reserves the right to vary any term of the Contract (including the Rental Charges) at any time by giving the Customer not less than one (1) month's written notice of any contractual modifications likely to be of material detriment to the Customer.

17.2 Where a modification is likely to be of material detriment, the Customer may, within thirty (30) days of receiving notice, terminate the Contract without penalty upon written notice to the Supplier, save that this right shall not apply to: (a) price increases made in accordance with Clause 8.2, (b) increases in charges resulting from an increase in the cost of third-party services, network access charges, or regulatory levies passed through to the Customer; or (c) the introduction of new charges for new or enhanced services that the Customer is not obliged to take.

17.3 These Terms may be varied by the Supplier if required to comply with any amended statute, regulation, or other applicable law. Subject only to the foregoing terms of this Clause 17, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Supplier.

## 18. LIMITATION OF LIABILITY

18.1 References to liability in this Clause 18 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

18.2 Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other matter in respect of which it would be unlawful to exclude or restrict liability.

18.3 Subject to Clause 18.2, the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) any indirect, special, or consequential loss; or
- (b) any of the following categories of loss (whether direct or indirect): loss of profits; loss of sales or business; loss of revenue; loss of opportunity, agreements, or contracts; loss of or damage to goodwill; loss of or damage to data; loss of anticipated savings; wasted management or office time; or any claim made against the Customer by a third party.

18.4 Subject to Clauses 18.2 and 18.3, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of:

- (a) the aggregate of all charges payable or paid by the Customer for the Services supplied (or to be supplied) in the twelve (12) month period beginning on the Commencement Date or its anniversary in which the event giving rise to the claim occurs; or
- (b) two hundred thousand pounds (£200,000).

18.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

18.6 This Clause 18 shall survive termination of the Contract.

18.7 The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or willful misconduct of the Customer.

18.8 Nothing in this Clause 18 shall limit the Customer's payment obligations under the Contract.

18.9 Neither party may benefit from the limitations and exclusions set out in this Clause 18 in respect of any liability arising from its deliberate default.

## 19. DATA PROTECTION

19.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This Clause 19 is in addition to, and does not replace, remove, or replace a party's obligations or rights under Data Protection Legislation.

19.2 The Supplier records and monitors all calls received and made by it and will be the Data Controller in respect of any Personal Data collected as a result. Please see the Supplier's privacy notice at the Supplier's Website for details of how the Supplier will use Personal Data collected from such calls.

19.3 In respect of Customer Personal Data received by the Supplier which is notified within call recordings made or stored on behalf of the Customer under the Contract, the Supplier will be the Data Processor and the Customer will be the Data Controller, and the following provisions of this Clause 19 shall apply.

19.4 Without prejudice to the generality of Clause 19.1, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of Customer Personal Data to the Supplier for the duration and purposes of the Contract.

19.5 Without prejudice to the generality of Clause 19.1, the Supplier will, in relation to any Customer Personal Data processed by it under the Contract:

- (a) process that Customer Personal Data only on the written instructions of the Customer, unless the Supplier is required by applicable law to process Customer Personal Data otherwise;
- (b) ensure that all personnel who process Customer Personal Data are obliged to keep the Customer Personal Data confidential except where disclosure is required by applicable law;
- (c) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction, or damage, appropriate to the harm that might result from the nature of the data;
- (d) notify the Customer without undue delay on becoming aware of a Personal Data breach involving Customer Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof on termination or expiry of the Contract unless required by applicable law to store the Customer Personal Data;
- (g) on request, provide to the Customer information to demonstrate compliance with this Clause 19 and allow for and contribute to reasonable audits by the Customer (or its auditor), subject to reasonable prior notice;
- (h) not transfer Customer Personal Data outside the UK unless appropriate safeguards are in place in accordance with Data Protection Legislation.

19.6 The Customer hereby provides its prior, general authorisation for the Supplier to appoint sub-processors to process Customer Personal Data, provided the Supplier ensures that such appointments comply with Data Protection Legislation. The Supplier will inform the Customer of any intended changes concerning the addition or replacement of sub-processors, giving the Customer the opportunity to object to such changes.

## 20. CONFIDENTIALITY

20.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by Clause 20.2.

20.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract, provided that the disclosing party ensures that such persons comply with this Clause 20; and
- (b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

20.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

## 21. INSOLVENCY OF CUSTOMER

21.1 Without affecting its other rights or remedies, the Supplier may terminate the Contract by giving fourteen (14) days' written notice to the Customer if:

- (a) the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or being an individual, it is deemed either unable to pay its debts or as having no reasonable prospect of so doing, within the meaning of section 268 of the Insolvency Act 1986, or being a company is deemed unable to pay its debts within the meaning of section 123;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Customer;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over the Customer;
- (e) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or
- (f) a creditor or encumbrance of the Customer attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced or sued upon or enforced on the whole or any part of the Customer's assets and such attachment or process is not discharged within fourteen (14) days.

21.2 This Clause 21 shall apply to the fullest extent permitted by applicable law, including (without limitation) the Corporate Insolvency and Governance Act 2020 and any regulations made thereunder.

## 22. FORCE MAJEURE

22.1 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 (other than payment obligations) if such delay or failure results from a Force Majeure Event. "A Force Majeure Event" means any event beyond the reasonable control of the affected party, including but not limited to: failures or surges of electrical power; damage to property by third parties; strikes, lock-outs, or other industrial disputes; epidemic or pandemic; flood, fire, lightning, explosion; war, terrorism, sabotage; civil disturbance or governmental action; import or export regulations or embargoes; failure of third-party telecommunications networks; acts of God; or any law, regulation, or governmental order. For the avoidance of doubt, a Force Majeure Event shall not relieve the Customer of its payment obligations under the Contract.

22.2 The Party affected by the Force Majeure Event shall promptly notify the other party in writing of the nature and extent of the Force Majeure Event.

22.3 If the Force Majeure Event continues for a period in excess of ninety (90) days, either party may terminate the Contract by giving thirty (30) days' written notice to the other party. In the event of termination under this Clause 22.3, the Customer shall remain liable for all charges accrued up to the date of termination but shall not be liable for early termination charges under Clause 6.3.

## 23. NOTICES

23.1 Any notice or other communication given by the Customer to the Supplier under or in connection with the Contract shall be in writing and shall be delivered by pre-paid first class post or other next working day delivery service to the Supplier's registered office, or by email to such email address as the Supplier may specify.

23.2 Any notice or other communication given to the Customer by the Supplier may be given by any of the following methods:

- (a) in writing, addressed to the Customer's registered office (if a company) or its principal place of business, or such other address as the Customer may have notified to the Supplier; or
- (b) by email to the relevant email address as the Customer may have notified to the Supplier.

23.3 A notice or other communication shall be deemed to have been received: if sent by pre-paid first class post, at 9.00am on the second Business Day after posting; if delivered by commercial courier or recorded delivery, on the date and at the time that the courier's delivery receipt is signed; if sent by email by the Supplier, one Business Day after transmission; or if sent by email by the Customer, one Business Day after transmission, provided the email is sent to the address specified by the Supplier for receipt of notices.

23.4 The provisions of this Clause 23 shall not apply to the service of any proceedings or other documents in any legal action.

## 24. ASSIGNMENT AND SUBCONTRACTING

24.1 The Supplier 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 or Group Company. Without limitation, the Supplier may assign, novate or transfer the Contract, including the provision of the Services and the Customer relationship, to another telecommunications provider, network operator, Group Company or third party as part of a sale, transfer, restructuring or other disposal of all or part of the Supplier's business. The Customer hereby consents to any such assignment, novation or transfer, subject always to applicable law and regulatory requirements.

24.2 The Customer shall not, without the prior written consent of the Supplier, 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.

## 25. WAIVER

25.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing (and in the case of the Supplier, signed by an officer of the Supplier) and shall not be deemed to be a waiver of any subsequent breach or default.

25.2A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 26. SEVERABILITY

26.1 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

26.2 If any provision or part-provision of the Contract is deemed deleted under Clause 26.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

## 28. THIRD PARTY RIGHTS

28.1 The Supplier may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in the Supplier's Group, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## 29. COMPLAINTS

29.1 Customer complaints will be dealt with in accordance with the Supplier's complaints code of practice, available on the Supplier's Website.

29.2 If the parties cannot resolve a complaint and the Customer is a Microenterprise or Small Enterprise Customer, the Customer may refer the dispute to the Supplier's nominated alternative dispute resolution (ADR) service. The Supplier's nominated ADR scheme is Ombudsman Services: Communications (or such replacement ADR scheme as the Supplier may nominate from time to time). Details of the ADR service and how to refer a dispute are available on the Supplier's Website.

## 30. DISPUTE RESOLUTION

30.1 The Supplier will try to resolve any disputes with the Customer. If the parties cannot agree, either party may refer the dispute to mediation or alternative dispute resolution in accordance with the provisions of Clause 29.

30.2 If any dispute arises in connection with the Contract, the parties will attempt to settle it through good-faith negotiation. If the parties are unable to reach an agreement, either party may commence formal legal proceedings. Nothing in this Clause 30 shall prevent either party from commencing legal proceedings at any time to seek urgent injunctive or interim relief, or to protect a right that would otherwise be lost by delay.

## 31. ENTIRE AGREEMENT

31.1 The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

31.2 The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

31.3 Nothing in this Clause 31 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

## 32. GOVERNING LAW AND JURISDICTION

32.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1 – STANDARD CHARGES AFTER INTRODUCTORY PERIOD

The following charges shall apply from the twelve (12) month anniversary of the Connection Date (or the Commencement Date in the case of a licence fee), in accordance with Clauses 8.1.2 and 8.1.4 of these Terms and Conditions. All charges are exclusive of VAT and are subject to annual increases in accordance with Clause 8.2.

### Annual Maintenance

Annual Maintenance Fee: £495.00 per annum

### Licence Fees (per user per month)

Webex licence: £12.00

iPECS licence: £5.40

Vela licence: £4.50

Connectivity — Broadband (per month)

SOGEA 80/20: £40.22  
SOGEA 40/10: £34.34  
FTTP 80/20: £37.68  
FTTP 160/30: £40.05  
FTTP 330/50: £43.94  
FTTP 550/75: £50.82  
FTTP 1Gbps/115: £57.98  
City Fibre: £108.00  
5G Mast Broadband: £72.00

SIM and Satellite (per month)

Voice and Data Mobile SIM: £27.00  
Starlink: £120.00  
The Supplier reserves the right to amend the charges in this Schedule from time to time. Any amended charges shall be published on the Supplier's Website or notified to the Customer in writing and shall take effect from the date specified in such notice.

IMPORTANT NOTICE

These Terms and Conditions should be read carefully before signing the Network Service Agreement. By signing the Network Service Agreement, or by requesting, accepting, or using the Services, the Customer agrees to be bound by these Terms and Conditions in their entirety.  
These Terms and Conditions were last updated in August 2026.  
Send Telecoms Group LTD, trading as Send Communications  
Company Registration No. 16158221  
VAT Registration No. 482 8786 32