

General Terms and Conditions for Business Customers

Purpose

This document outlines the terms and conditions that will govern the purchase of products and services from **us**, Wildanet Limited a company registered in England with company no: 10586466 of Westbourne House, West Street, Liskeard, PL14 6BT by **you**, the customer named on the **Commercial Schedule** (each a “**party**”, and together, the “**parties**”); to which end, the **parties** agree the following:

1. Entire agreement

- 1.1. This **agreement**, together with any document referred to in it, is the whole agreement between the **parties** and as such supersedes and extinguishes any previous drafts, agreements, arrangements, promises, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and is made up of the documents listed in clause 1.2.
 - 1.1.1. The **parties** agree that neither **party** has been encouraged to enter into this **agreement** by any representation or promise other than those explicitly written in this **agreement**.
- 1.2. If there are any inconsistencies between the documents making up this **agreement**, then, unless **we** state otherwise, the documents will take priority in the order (highest priority first):
 - a). The **Commercial Schedule**
 - b). These General Terms and Conditions for Business Customers
 - c). The **Service Level Agreement for Business Customers**
 - d). The **Business Customer Pricelist**
 - e). The **Product Specification Document** for the relevant **service**
- 1.2.1. No other terms (including **your** standard terms) form part of this **agreement**, even if they have been provided to **us** or are referred to in any order for the **service** or any related services.
- 1.2.2. Any changes to this **agreement** will be evidenced in writing by **us** either by the publication of a change of **our** terms published on the **Wildanet website** or recorded in writing (which may be via email).
- 1.3. The **service** will commence on the earlier of:
 - a). the date **you** first use the **service**; or
 - b). the date **our acceptance tests** are passed at the **site**.

2. Definitions and interpreting this document

- 2.1. Where the following words are printed in bold in this **agreement**, they have the meanings set out below:

acceptance tests means the tests **we** carry out to check that the **service** is ready for use.

agreement has the meaning ascribed in clauses 1.1 and 1.2.

base rate has the meaning ascribed in clause 12.5.

Business Customer Pricelist means the document that details **our** fees for **our services**.

Commercial Schedule means the document provided by Wildanet that details the **your** order for

services and contains any additional terms and conditions specific to the **service** and **you**..

confidential information means information which a **party** marks as confidential or which is clearly confidential.

consumer means an individual buying the **service** for personal home use which is not in connection with their trade, business, craft or profession.

contract year means a 12-month period commencing with the **service start date** or any anniversary of it.

gaining provider means a third-party provider of an **Ofcom regulated service** serving a cancellation notice on **your** behalf.

law means any relevant law, statute, regulation, guideline or code of conduct (whether or not they are legally binding) which applies to **you** or **us** in a relevant jurisdiction.

materials means any digital or physical material, including the **Product Specification Document**, processes, reports, manuals, drawings, information, user guides, instructions or other information that **we** publish in connection with the **service**.

minimum commitment period means the minimum length of time for which the service will be provided.

missed appointment charge means the fee charged by Wildanet when the customer misses an appointment or reschedules an appointment with less than one full **working day**'s written notice.

party (and **parties**) has the meaning ascribed in the Purpose section at the beginning of these General Terms and Conditions for Business Customers.

planned service availability date means the date by which **we** aim to have finished installing the **service equipment**, any **purchased equipment** and the **service**.

Product Specification Document means the document which describes the **service**.

purchased equipment means any equipment **you** buy from **us** in connection with the **service**.

rental means the recurring charge for the **service**, as set out in the **Commercial Schedule**, or the **Business Customer Pricelist**, or as otherwise agreed in writing. If no recurring charge frequency is specified, then the **rental** stated will be a monthly rate.

Ofcom regulated service means any **service** to which Ofcom's general conditions of entitlement apply.

service means the service **we** provide to **you** under this **agreement**.

service equipment means the equipment (excluding **purchased equipment**), software and associated **materials** **we** provide to **you** to facilitate **your** use of the **service**.

service start date means the date the **service** starts which is date **you** first use the **service**, or the date **our acceptance tests** are passed at the **site**, whichever is earlier.

site means (where applicable) a physical location at which any **service equipment** or **purchased equipment**

is/will be located and/or to which a **service** is/will be provided to **you**.

small business means a business customer with fewer than eleven (11) employees.

supplementary service means an optional additional service taken by **you** under this **agreement** and which has a **minimum commitment period** or notice period of thirty (30) days or less.

survey means any investigations **we** conduct or attempt to conduct at the **site**.

early termination charges means the fees that **we** charge **you** if the **service** is terminated, cancelled or ends before the **minimum commitment period** has been completed, as set out in clause 10.8.

VOIP means voice over internet protocol

Wildanet network means the communications network operated by Wildanet.

Wildanet website means www.wildanet.com or any other web address **we** tell **you** about from time to time.

working day means 9am to 5pm Monday to Friday, excluding bank holidays in England.

working hour means an hour during a **working day**.

your equipment means any equipment (except **service equipment**) used to receive, use or connect to the **service**, including **purchased equipment**.

2.2. In this **agreement**:

- a). obligations on a **party** to do something (or ensure something is not done) includes the obligation to procure that the **party's** personnel, subcontractors, representatives and agents do that thing (or ensure that thing is not done, as applicable)
- b). where an obligation is on a **party** to ensure something does not happen, the **party** must do everything reasonably possible to prevent any other **person** doing that thing;
- c). any reference in this **agreement** to a specific **law** is to be interpreted as referring to the relevant **law** as it is amended, extended or re-enacted from time to time;
- d). the headings in this **agreement** are for convenience only and will not affect its interpretation;
- e). unless otherwise stated, references to "sections", "clauses", and "attachments" are references to sections, clauses and attachments of this **agreement**;
- f). words importing singular include plural and vice-a-versa;
- g). any words that follow the words "including", "include", "in particular", "for example" or any similar expression are given as illustrative examples only and do not limit the sense of the words included before that expression was used or reduce the generality of the clause in any way;
- h). the word "**you**" includes **your** employees and agents, any **person** who **we** believe is acting for **you**, and any **person** who takes over **your** business;
- i). the word "**your**" means something belonging or in relation to **you**;
- j). the words "**we**" and "**us**" includes **our** employees and agents, any **person** acting for **us**, and any **person** who takes over **our** business;
- k). the word "**our**" means something belonging or in relation to **us**; and
- l). the word "**person**" includes any person, agency, association, business, company, firm, government, organisation, partnership, trust, and any other entity.

- 2.3. If **you** have bought multiple **services** together, then, unless otherwise stated in the **Commercial Schedule**, these General Terms and Conditions for Business Customers will apply to each **service** as if the customer had bought each **service** separately.

3. You, as a customer

- 3.1. This **agreement** is meant for business customers only. A **person** who buys the **service** from Wildanet, will have different rights depending on whether they are a business customer or a **consumer**. If **you** are an individual buying the **service** for personal home use, then **you** must let **us** know so that **we** can provide **you** with the appropriate agreement.
- 3.2. If **you** are a **small business** or a not-for-profit organisation, then **you** must ensure that this is stated in the **Commercial Schedule**. If **you** become a **small business** or a not-for-profit organisation during the period of this **agreement**, then **you** must provide **us** with written notice of **your** change in status. **We** need to know this information so that **we** can provide **Ofcom regulated services** in line with Ofcom's General Conditions of Entitlement.
- 3.3. **You** must not resell, rent or lease any **service** or **service equipment** provided under this **agreement**, either in whole or in part, without **our** prior written permission.

4. Ordering the service

- 4.1. All orders must be submitted via **our Commercial Schedule** or via an amendment to **our Commercial Schedule** which must be signed by **you** and **us**.
- 4.2. This **agreement** will come into force at the earliest of the following events:
- Both **parties** have both signed the **Commercial Schedule**;
 - we** have sent **you** an email accepting an online order submitted by **you** through the **Wildanet website**;
 - we** make the **service** available to **you**; or
 - you** start using the **service**.
- 4.3. Unless a **party** terminates this **agreement** early (in the way allowed under this **agreement**), it will stay in force for the **minimum commitment period** and then continue until either **party** terminates this **agreement**.
- 4.4. The **minimum commitment period** may be stated in the **Commercial Schedule**. If no period is stated in the **Commercial Schedule**, then the **minimum commitment period** is 24 months. The **minimum commitment period** commences on the **service start date**. If the **service** involves installing equipment at more than one **site**, then the **minimum commitment period** will start on the **service start date** of the last **site** equipment is installed at, unless the **Commercial Schedule** says otherwise.
- 4.5. Unless either **party** terminates this **agreement** early (in one of the ways allowed under the terms of this **agreement**), it will stay in force for the duration of **minimum commitment period** and then continue until either **party** terminates under clauses 17.2, 17.3 or 18.2.
- 4.6. **We** will only provide the **service** if:
- we** are provided with adequate and safe access to the **site** in accordance with the clauses in section 8 (Access to the **site**));
 - we** are satisfied with the results of **our survey**; and
 - you** pass all identity and credit checks that **we** conduct.

4.7. **We** may take instructions from, and rely on the instructions of, any **person** that **you** nominate for this purpose or whom **we** reasonably believe is acting on **your** behalf and with **your** authorisation.

5. Installing and maintaining the equipment

5.1. **We** will use **our** reasonable efforts to install and connect the required **service equipment** and **purchased equipment**, to ensure the **service** is available on or before the **planned service availability date**. However, the **planned service availability date** together with any other lead times **we** provide to **you** are estimates only and are not binding on **us**.

5.2. **We** may change the **planned service availability date** to accommodate any delay resulting from:

- your** actions, neglect or any failure to meet **your** obligations under this **agreement**; or
- the **parties'** written agreement to change the **planned service availability date**; or
- any of the circumstances set out in the clauses in section 21 (Events outside your or our control),

and any such change will not give rise to a right for **you** to terminate under clause 17.4 or clause 22.3

5.3. Before **we** connect the **service equipment** and **purchased equipment**, **you** must, at **your** own expense:

- provide at the **site** the safe access, space and power together with and any other equipment or facility stated in this **agreement** or any other written communication between the **parties** that **we** require to install and maintain the **service equipment** and **purchased equipment**;
- make any necessary preparations in accordance with any instructions **we** have provided to **you**; and
- Ensure that **you** have procured the full rights for **us** to use any cabling, wiring or equipment already installed at the **site**, that **you** wish **us** to use to provide the **service**, and warrant that it meets all relevant standards and any specifications **we** provide to **you**.

5.4. **We** may charge **you** a **missed appointment charge** at the rate detailed in the **Business Customer Pricelist** if, on an agreed date, **you**:

- do not keep an agreed appointment for **us** to enter the **site** to conduct a **survey**;
- cancel with less than two (2) **working days'** notice an agreed appointment for **us** to enter the **site** to conduct a **survey**;
- do not allow **us** to conduct work at a **site** to install, repair or maintain the **service equipment**, **purchased equipment** or the **service**; or
- fail to take delivery of the **service equipment** or **purchased equipment**.

5.5. **We** may charge, and **you** must pay, a **call out charge** (at the rate detailed in the **Business Customer Pricelist**) if:

- any repair or maintenance work is needed because:
 - you** misused, neglected or damaged the **service equipment**, **purchased equipment** or the **service**;
 - you** disconnected the **service equipment**, **purchased equipment** or the **service** (whether accidentally or intentionally);
 - of a power failure;
 - a fault in, or other problem associated with, **your** own equipment or any electronic communications system not run by **us**; or
 - you** have failed to keep to any part of this **agreement**; or
- our** engineer attends the **site** to attempt a repair for a fault that **you** have reported and determines that there is no fault and no repair or maintenance work was needed.

- 5.6. **We** will use reasonable efforts to situate the **service equipment** and **purchased equipment** in the exact location **you** specify, but if **we** deem that location to be inappropriate or problematic for any reason, then **we** may situate the **service equipment** and **purchased equipment** in an alternative location **we** deem appropriate. **Our** decision on the exact location will be final and binding.
- 5.7. The **service equipment** will remain **our** property at all times. **We** will own the **purchased equipment** until **you** have paid **us** the full purchase price. **You** will make **our** ownership of the **service equipment** (and any **purchased equipment** for which **you** have not finished paying **us**) clear to all third parties.
- 5.8. Once delivered to the **site**, it is **your** responsibility to ensure that the **service equipment** and **purchased equipment** is kept safe and used properly at the **site**. Unless the loss or damage results solely from **our** negligence, actions or failings, **you** will have full liability for any loss of or damage to the **service equipment** and **you** must fully compensate **us** for any such loss or damage.
- 5.9. **You** must notify **us** immediately of any loss of or damage to the **service equipment** and **you** must follow any reasonable instructions **we** give **you** to mitigate the effects of that loss or damage.
- 5.10. When **you** report a fault to **us**, **we** will use reasonable efforts to restore the **service** within the time scales detailed in the **Service Level Agreement for Business Customers**.
- 5.11. **You** must not:
- Do anything which would affect **our** right of title over the **service equipment**;
 - Allow the **service equipment** to be repaired, serviced, tamper with, moved, altered or interfered with by any **person** other than **us** or **our** authorised representative;
 - Do anything which is likely to damage the **service equipment** or reduce its performance or operation;
 - Remove, tamper with, change or mask any words or labels on the **service equipment** or any part of it;
 - Allow any changes at the **site** which are likely to damage the **service equipment** or reduce its performance or operation; or
 - Allow any changes to the **purchased equipment** which could adversely affect **our** ability to provide the **service** under this **agreement**.
- 5.12. **We** are responsible for maintaining and repairing the **Wildanet network**, the **service equipment** and the **service**.
- 5.13. **You** must allow **us** to inspect, test, maintain and update the **service equipment** at all reasonable times and during **working hours** after giving **you** reasonable notice.
- 5.14. **We** may alter or replace the **service equipment** from time to time as long as the replacement **service equipment** does not significantly and negatively impact the **service**.
6. Your equipment
- 6.1. **You** will indemnify **us** against any loss or damage arising directly or indirectly from any use of **your equipment** in connection with the **service**.
- 6.2. **You** are entirely responsible, and **we** accept no liability, for:
- the security of the **site**;
 - the security of **your equipment**;
 - the security of **your** systems; network; information and data;
 - the integrity of **your** information and data;
 - backing up **your** information and data, and ensuring it is secure before **we** install the **service**

- f). ensuring **your equipment** is appropriately configured, connected for use and compatible with the **service equipment**, the **purchased equipment**, the **service** and any other network, service or equipment **you** intend to use;
- g). following follow any reasonable instructions **we** give **you** regarding the preparation of **your equipment** and the **site**. **We** will not be liable for any loss or damage arising from **you** failing to follow **our** instructions or any other instructions or procedures that apply to using **your equipment**, the **service equipment**, the **purchased equipment** or the **service**;
- h). ensuring **your equipment** is in good working order and suitably maintained; and
- i). ensuring **your equipment** meets all standards and **law** that apply.

- 6.3. Unless otherwise agreed in writing, **you** are responsible for:
- a). connecting **your equipment** to the **Wildanet network**; and
 - b). repairing and maintaining **your equipment**.

- 6.4. If **we** reasonably believe that any of **your equipment** either:
- a). does not meet any standard or **law** that applies at the time;
 - b). may cause injury to any **person**;
 - c). may cause damage to property; or
 - d). may reduce the quality of any service **we** provide,
- then **you** must disconnect and make safe the relevant piece of **your equipment** immediately.

7. Accepting the service

- 7.1. After installing the **service equipment** and any **purchased equipment** **we** will conduct **acceptance tests** to make sure that the **service** is ready for use at the **site**.

- 7.1.1. If the **service** is not ready for use, then **we** will conduct any necessary work and repeat the **acceptance tests**.

- 7.1.2. **Acceptance tests** can be conducted in **your** presence, if **you** so request, as long as **you** are available throughout the agreed appointment time.

- 7.1.3. **We** may ask **you** to sign a form confirming that the **service equipment**, **purchased equipment** and the **service** have passed all **acceptance tests**. If **you** have not signed the form within five (5) **working days** of being asked to do so, but have not notified **us** that **you** reasonably believe that the **acceptance tests** were successfully passed, then the **service equipment** and **purchased equipment** will be deemed to have been installed successfully on the date the **acceptance tests** were conducted. In any event, if **you** make use of the **service** after its activation, then **you** will be deemed to have accepted the **service** and the **acceptance tests** will be deemed as successfully passed.

8. Access to the site

- 8.1. In order to meet **our** obligations under this **agreement**, upon giving **you** reasonable notice (except in an emergency, when **we** do not need to give notice), **you** must allow **us** and if necessary, help **us** to:

- a). Enter those parts of the **site**, **your** other premises or **your** land (as necessary) in connection with providing the **service**;
- b). Conduct work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the **service equipment** at the **site**; and
- c). Install the **service equipment** and any other equipment that is reasonably necessary for the **service** or the work set out in this clause 8.1.

- 8.2. To allow **us** to exercise **our** rights under clause 8.1, **you** must, at **your** own expense:

- a). provide a safe and suitable working environment for **us** at the **site**, **your** other premises and/or on **your** land; and
 - b). procure any necessary permissions or wayleaves.
- 8.3. **We** will have no liability to **you** and **you** will indemnify **us** against any related claims if **you** cannot obtain the permission or wayleaves necessary for **us** to meet **our** obligations under clause 8.1.
- 8.4. Each **party** must follow all reasonable instruction from the other **party** or a relevant third party in connection with any permission and wayleaves procured under clause 8.2.
- 8.5. Any **person** who allows **us** to enter the **site** or any other premises or land referenced in clause 8.1, will be considered to have **your** authority to grant **us** entry.
- 8.6. When exercising any of **our** rights under clause 8.1 **we** will take reasonable steps to cause as little amount of damage as possible and **we** will make good any damage that **we** caused at the **site**.
- 8.7. Each **party** agrees to comply with the reasonable health and safety requirements of the other **party** at the **site** and in connection with the installation and set-up of the **service equipment** and **purchased equipment** and the activation of the **service**.
- 8.8. Clauses 8.1 to 8.7 will remain in force for as long as necessary for **us** to exercise **our** rights to disconnect any **service equipment** and remove it from the **site**, even if this **agreement** has ended.

9. Pricing

- 9.1. Unless otherwise agreed in writing, **you** will pay all charges for the **service**, **purchased equipment** and any other services **we** provide to **you** at the rate shown in the relevant **Commercial Schedule** or **Business Customer Pricelist**. If a charge for the relevant service or equipment is not shown in the **Commercial Schedule**, then the charge will be at the rate published on the **Wildanet website** or confirmed via email at the time the **service** or **purchased equipment** is supplied.
- 9.2. **We** estimate **our** costs for installing and connecting the **service** using the information **we** have at the point of making that estimate. These estimated costs underpin **our** charges documented in the **Commercial Schedule** and the **Business Customer Pricelist**. **We** may amend or make additional charges for **service** where:
- a). **we** work at **your** request outside of **our** normal **working hours** for the provision of the **service**;
 - b). **we** correct any defect or fault caused by **you** or any **person** other than **us**;
 - c). meeting **our** obligations under this **agreement** is made more difficult or costly by **your** actions or omissions (including breach of **your** obligations under this **agreement**) or any other third party outside of **our** reasonable control;
 - d). the conditions at a **site** create unforeseen complications in respect to accessibility or to the siting of equipment;
 - e). **you** change **your** requirements as to, or have misrepresented, the nature or extent of works to be provided by **us**;
 - f). **you** restrict or have, in **our** reasonable opinion, misrepresented the extent of access, co-operation or assistance which **you** or third parties will provide to **us** to facilitate the provision of the **service**;
 - g). when **we** are installing and connecting the **service**, **we** discover something which was not highlighted by the **survey**, and this results in there being additional costs; or
 - h). when **we** are installing and connecting the **service**, **you** or the landlord of the **site** ask **us** to make a change to the **service**, and this results in there being additional costs.
- 9.3. If **we** increase **our** charges under the provisions of clause 9.2, then **we** will notify **you** of the change

and **you** will have the right to terminate this **agreement** for thirty (30) days from the date of that written notice. To exercise this right to terminate this **agreement**, **you** must give **us** at least thirty (30) days' written notice. For the avoidance of doubt, changes to the charges triggered by clause 9.2 will not give **you** a right to terminate under clause 17.4 or clause 22.3. If **you** exercise **your** right to terminate under the provisions of this clause 9.3, then **you** will not have to pay **early termination charges**. If **you** do not exercise **your** right to terminate under the provisions of this clause 9.3, then **you** must pay the increased charges.

- 9.4. Charges based on usage will be based upon usage data captured by **us** or **our** suppliers, not on information provided by **you**.
- 9.5. **Our** charges for business customers are shown exclusive of VAT which will be charged in addition at the rate applicable from time to time
- 9.6. **We** may increase the **rental** after the expiry of the **minimum commitment period** by giving **you** at least thirty (30) days' written notice. When **we** email **you** to notify **you** that the **minimum commitment period** is coming to an end, **we** will tell **you** about any changes to the **rental** (and about any other changes to the **service**) which will apply.
- 9.7. It is always possible that, despite **our** best efforts, **we** may make an error in the charges **we** quote to **you**. If **we** need to change **our** charges after **you** have placed an order (e.g. because of additional installation costs following a **survey** at the **site**), but before the **service** has been activated and accepted, then **we** will contact **you** to check that **you** wish to continue with **your** order for the **service**. If **we** accept an order where a pricing error is obvious and unmistakable, and, in **our** opinion, could reasonably have been recognised by **you** as a mispricing, and if **you** do not agree to pay the corrected amount, then **we** may terminate the contract and refund to **you** any sums that **you** have already paid.
- 9.8. Each year on the first day of December, **we** will increase the **rental** for the **service** by the amount specified in the **Commercial Schedule**. If no amount is specified in the **Commercial Schedule** then the annual increase to the **rental** will be:
- two pounds and fifty pence (£2.50) plus VAT per month for each full fibre broadband service
 - be fifty pence (£0.50) plus VAT per month for each **VOIP** line, **VOIP** licence or **VOIP** connection.
- This annual price increase will not constitute a material change to this **agreement** and as such, it will not give you a right to terminate this **agreement**.
- 9.9. In addition to the provisions in Clause 9.8, **we** may increase the **rental** or **service** usage charges during the **minimum commitment period** by giving **you** at least thirty (30) days' written notice if the increase is directly due to an increase in the charges **we** pay to a third-party communications operator for elements of the **service**. If in any one **contract year** the increase is less than the higher of:
- ten percent (10%); or
 - the amount specified as a possible increase in the **Commercial Schedule**,
- then these price increases will not constitute a material change to this **agreement** and as such, it will not give you a right to terminate this **agreement**.
10. Invoicing
- 10.1. **Rental** charges for **services** will invoiced monthly and in advance. They will be chargeable from, and will accrue from, the earlier of
- the date **we** provision the **service**;

- b). the date **our acceptance tests** were passed; or
 - c). the date **you** first use the **service**.
- 10.2. **We** will invoice **you** for the **rental** in accordance with **our** billing cycle. If **we** begin or cease a **service** on a day which is not the first or last day of **our** billing cycle, then **we** will prorate the **rental** on a daily basis for the days that fall within the relevant billing cycle period.
- 10.3. Invoices for usage-based charges will be raised monthly and in arrears.
- 10.4. Unless otherwise agreed in writing between the **parties**, invoices for non-recurring charges totalling less than £100 (one hundred pounds) excluding VAT (such as charges for installation, **purchased equipment**, professional services, or any other project work) will be raised upon **our** acceptance of the **Commercial Schedule**.
- 10.5. Unless otherwise agreed in writing between the **parties**, invoices for non-recurring Charges totalling £100 (one hundred pounds) or more (such as charges for installation, **purchased equipment**, professional services, or any other project work) will be split into three instalments:
- a). the first instalment will be fifty percent (50%) of the total expected chargeable value and will be raised upon **our** acceptance of the **Commercial Schedule**;
 - b). the second instalment will be thirty-five percent (35%) of the total expected chargeable value and will be raised upon delivery of the **purchased equipment, service equipment** or contracted activity; and
 - c). the remainder will be invoiced upon the earlier of:
 - (i). the date on which **our acceptance tests** were passed; or
 - (ii). the date **you** first use the **service**.
- If **you** fail to pay any instalment on its due date, then **we** may issue an invoice for, and demand immediate payment of, the entire unpaid balance (including all arrears).
- 10.6. If **you** cause the delay of a **service start date**, either by asking **us** to delay the **service start date** or a **planned service availability date** or by failing to meet **your** obligations under this **agreement**, then, unless the **parties** have agreed otherwise in writing, **we** may invoice **you** for the **rental** and any other charges that have been delayed as if the **service start date** was on the original planned **service start date** or **planned service availability date**, whichever is earlier.
- 10.7. Any delay in raising an invoice for chargeable services provided by **us** does not remove the obligation for **you** to pay that invoice on or before the invoice due date.
- 10.8. On or after the date the **service** is terminated, cancelled or ended, **we** will invoice **you** for any **early termination charges** which are due. **Early termination charges** will be calculated as follows:
- a). If the **service** is terminated or cancelled before its **service start date**, then **early termination charges** will total:
 - (i). any amount **we** have to pay to a third party in connection with the **service**; and
 - (ii). any other cancellation or **early termination charges** documented in the **Commercial Schedule** or as otherwise agreed by the **parties** in writing.
 - b). If the **service** is terminated, cancelled or ended after the relevant **service start date** but before the end of the **minimum commitment period**, then **early termination charges** will total:
 - (i). an amount equal to the **rental** for the **service** for the rest of the **minimum commitment period**; and
 - (ii). any other cancellation or **early termination charges** documented in the **Commercial Schedule**, or as otherwise agreed by the **parties** in writing.
- 10.9. For the avoidance of doubt, **early termination charges** are in addition to all charges invoiced or due

to be invoiced for the **service** at the date the **service** is terminated, cancelled or ended.

- 10.10. **We** will provide **you** with an electronic invoice free of charge via email, if requested.
- 10.11. If **you** request a paper copy of an invoice, then **we** may charge **you** for those paper copies at the rates published in the **Business Customer Pricelist**.
- 10.12. If **you** request additional electronic copies of invoices, then **we** may charge **you** for those additional electronic copies at the rates published in the **Business Customer Pricelist**.

11. Disputed invoices

- 11.1. If **you** dispute an invoice, then **you** must provide written notice to **us** within two (2) weeks of the invoice date giving **your** reasons. Notification of a disputed invoice under this clause 11.1 is without prejudice to either **party's** right to refer the matter to Ofcom.
- 11.2. **You** may withhold the amount in dispute until the dispute is resolved and all undisputed amounts will continue to be due and payable on the invoice due date.
- 11.3. Payment of an invoice in whole, or in part, by **you** does not affect **your** right to dispute some or all charges on that invoice at a later date in accordance with the clauses in this section 11 (Disputed invoices).
- 11.4. If a fully paid invoice is later disputed and the outcome of that dispute determines a refund, payment or credit is due to **you**, then a credit note will be added to **your** account. If the value of the credit note is calculated to be more than the amount reasonably expected to be invoiced by **us** in the subsequent sixty (60) calendar days, then **you** may request (by way of a written notice) a payment for the difference between the value of the credit note and the total amounts due on any unpaid invoices. **We** will pay that amount to **you** within thirty (30) calendar days of receiving the written notice.

12. Payment terms

- 12.1. **You** must pay in full to **us** all amounts due within thirty (30) calendar days of the invoice date. Invoices must be paid in full by direct debit (or other electronic payment method agreed between the **parties**) in the Great British Pounds without deduction, counterclaim or set-off (statutory or otherwise). If **we** ask **you** to pay by direct debit and **you** pay by any other method, then **we** will charge **you** a fee as set out in the **Commercial Schedule** or the **Business Customer Pricelist**. The invoice will be deemed settled once **we** have received the full payment in clear funds in **our** nominated bank account.
- 12.2. If **you** pay the invoice by direct debit, then **we** may alter the direct debit instruction to reflect the invoice at that time.
- 12.3. Upon termination of this **agreement**, **you** will be responsible for cancelling any direct debit instruction or other payment arrangement. If **you** cancel a direct debit instruction before settling all expected invoices, then **you** must inform **us** immediately and make alternative arrangements for payment.
- 12.4. If either **party** terminates this **agreement**, then all outstanding invoices will become immediately due and payable, unless the **parties** otherwise agree in writing.
- 12.5. Overdue amounts will be subject to:

- a). an additional late payment interest charge computed daily for each calendar day that the payment is late. The interest charge will be calculated from a base interest rate (“**base rate**”) plus the lesser of four percent (4%) per annum or the maximum amount allowed by applicable **law**. The **base rate** will be based on the base lending rate of Santander UK plc as updated from time to time. If such a rate is not publicly quoted or otherwise reasonably determinable by **us**, then the **base rate** will be based on the Bank of England policy rate at such time. If the **base rate** is negative, then it will be deemed zero per cent (0%); and
 - b). a late payment administration charge at the rate published in the **Business Customer Pricelist**.
- 12.6. **We** may charge **you** for all costs and expenses incurred by **us** or on **our** behalf in recovering any overdue amounts, including the interest referred to in clause 12.5 and a late payment administration charge.
- 12.7. Without prejudice to any of **our** other rights, if **you** fail to make any payment when due, then **we** may suspend **our** obligations under this **agreement** until payment is made in full for all amounts due.
- 12.8. Where more than one corporate entity is named as the customer, liability for settling the invoices will be joint and several.
- 13. Line of credit and security deposits**
- 13.1. During the term of this **agreement**, acting reasonably under the prevailing circumstances **we** may require **you** to provide a deposit which will be held as a guarantee of payment but will not be treated as an advance payment. Such circumstances include but are not limited to:
- a). a material adverse change in **your** financial position which reduces **your** credit rating or financial score provided by a credit reference agency;
 - b). a recent non-payment, partial non-payment, or late payment (of at least five (5) **working days**) of an invoice (where the non-payment or partial non-payment is not the subject of a bona fide dispute) for any payments due to **us** from **you**; and
 - c). where **we** have good reason to believe **you** are falsely disputing invoices to effectively extend the payment terms.
- 13.2. If **you** refuse to provide the deposit required under clause 13.1, then **we** may:
- a). refuse to accept any new orders for **services**;
 - b). suspend the **service** or any part of the **service**;
 - c). apply any other restrictions on **your** right to use the **service**, that **we** in **our** sole discretion consider appropriate; and/or
 - d). immediately end all or part of this **agreement** by giving **you** written notice.
- 13.3. Any deposit **we** demand from **you** under clause 13.1, will be no greater than the reasonably estimated value of charges under this **agreement** for two months. The amount and requirement for a deposit to guarantee payment for **services** will be reviewed by the **parties** at least every twelve months.
- 13.4. **We** may use the deposit to settle any overdue invoices at any time.
- 13.5. No interest on deposits held will be due to **you** or payable by **us**.
- 13.6. If no sums owed by **you** to **us** are past due, and if the amount deposited exceeds the value that is reasonably expected to be payable to **us** in the subsequent six (6) months, then **you** may request

(by way of a written notice) a repayment for the difference between the value of the deposit and the total amount reasonably expected to be payable in the subsequent two (2) month period. **We** will repay that amount to **you** within thirty (30) calendar days of receiving the written notice.

- 13.7. On termination of this **agreement** and settlement of all outstanding invoices, **we** will refund the deposit (or any remaining part of it if **we** have used the deposit to settle overdue invoices) as long as all **service equipment** is returned to **us** in good condition (with a reasonable amount of fair wear and tear).

14. Quality of the service

- 14.1. **We** aim to ensure the **service** is continuous and uninterrupted, but from time to time there may be interruptions or problems with the **service** and **you** acknowledge that this is the case.
- 14.2. **We** will aim to rectify any interruptions and problems with the **service** in accordance with the service levels detailed in the **Service Level Agreement for Business Customers**, but as some circumstances may be beyond **our** control we cannot guarantee those service level targets will be met.
- 14.3. **We** offer a range of different service levels which are detailed in the **Service level Agreement for Business Customers**. The service level **we** will provide to **you** for the **service** will be specified in the **Commercial Schedule**.

15. Your obligations when using the service

- 15.1. **You** must not use the **service** or **service equipment** in any way that:
- goes against any reasonable instructions **we** give **you**;
 - goes against the acceptable use policy **we** publish on the **Wildanet website**;
 - infringes the legal rights of any **person**; or
 - breaks the **law**.
- 15.2. **You** agree to indemnify **us** and keep **us** indemnified against any and all costs, expenses, liabilities, losses, claims or legal proceedings that are brought or threatened against **us** because **you** have failed to comply with **your** obligations under clause 15.1 or any other clause in this **agreement**.
- 15.3. **You** are responsible for all use of the **service**, regardless of whether that use is by **you** or by any other **person**, even if that use is without **your** permission.

16. Suspending the service

- 16.1. **We** may suspend all or part of the **service**:
- if **you** are in breach of clause 15.1;
 - to deal with technical problems or make technical changes to the **service**;
 - to update the **service equipment** or the **service** to reflect changes required by **law**;
 - to update the software or **service equipment** because **you** have requested a change to the **service** package provided to **you** or an update requires an engineer to visit the **site** because there has been a problem with an update, the **service equipment** or the **service**;
 - if **you** fail to make any payment to **us** when it becomes due;
 - if **we** have good reason to suspect that **you** may have committed, or may be committing, any fraud against **us**;
 - if **you** have broken this **agreement**;
 - prevent injury to people or damage to property;
 - in any circumstance where **we** are entitled to terminate this **agreement**; or
 - to keep to any instructions issued by the government, a regulatory authority, an emergency service or other relevant authority
- 16.2. Where practical to do so, **we** will contact **you** in advance to notify **you** that **we** will be suspending

the **service**, unless the problem is urgent or an emergency or where **we** suspect **you** have committed or may be committing fraud against **us**.

- 16.3. It is **your** responsibility to ensure that **you** have appropriate business continuity plans in place so that **your** business can continue to operate even if the **service** is suspended or unavailable.
- 16.4. **You** will have no claim against **us** for suspending all or part of the **service** under clause 16.1.
- 16.5. If **we** suspend all or part of the **service** because **you** have failed to make a payment that is due to **us**, then **you** will continue to be liable for (and must continue to pay) **our** charges during the period of the suspension. Before **we** agree to unsuspend the **service**, **we** may require **you** to pay all outstanding invoices that are not under reasonable dispute, together with any late payment charges in accordance with the provisions of clause 12.6. **We** may also require **you** to pay a deposit in accordance with the provisions of clause 13.1.
- 16.6. If **we** exercise **our** right to suspend all or part of the **service**, then this will not affect **our** right to end this **agreement**.

17. Your terminate rights

- 17.1. If **you** do not want this **agreement** to continue beyond the **minimum commitment period**, then **you** must provide written notice to **us** at least ninety (90) days before the end of the **minimum commitment period**.
- 17.2. Once the **minimum commitment period** has concluded **you** may terminate this **agreement** by providing at least ninety (90) days' written notice to **us**.
- 17.3. As an exception to clauses 17.1 and 17.2, above if **you** are a **small business** or a not-for-profit organisation and **you** want to terminate this **agreement** for an **Ofcom regulated service**, then **we** will accept a minimum of thirty (30) days' written notice from **you** or from a **gaining provider**.
- 17.4. In addition to any other rights **you** have to terminate this **agreement** (whether set out in other parts of this **agreement** or otherwise), **you** may terminate this **agreement** immediately, by giving **us** written notice, if:
- we** have told **you** about an error or change in the price or description of the **service**, **service equipment**, or **purchased equipment** that **you** have ordered, and, as a result, **you** no longer wish to proceed;
 - we** have told **you** that the installation and **service start date** may be significantly delayed, except when that delay is caused by **you**;
 - the **service** is interrupted for a period of more than thirty (30) consecutive days because of events outside **your** control; or
 - we** are in material breach of the Contract and, if **we** are capable of remedy, **we** have failed to remedy the material breach within fourteen (14) days of a written notice from **you** requiring **us** to remedy the relevant matter.
- 17.5. If **you** are terminating this **agreement** for a reason set out in clause 17.4 above, then this **agreement** will end either immediately or on a date agreed between the **parties** and **we** will refund **you** for any period of the **service** for which **you** have already paid but for which has not been provided. This will not affect any other remedies that **you** may have as a matter of **law**.
- 17.6. **You** can terminate this **agreement** before the end of the **minimum commitment period**, for any reason, by giving **us** written notice. If **you** do this, then **you** must pay **early termination charges**. **You** must call **us** on 01579 833270 (or any other number **we** specify from time to time) before or shortly after **you** give **us** written notice so that **we** can confirm the value of the **early termination**

charges and all other amounts **you** may owe **us**.

- 17.7. As an exception to clause 17.6 above, if **you** are a **small business** or a not-for-profit organisation and **you** want to end this **agreement** for an **Ofcom regulated service**, then **you** do not need to call **us** as **we** will provide this information to **you** in writing.
- 17.8. **Your** right to terminate this **agreement** will not affect any rights, obligations or liabilities that arose before this **agreement** ended.
- 17.9. **You** may terminate part or all of the **services** at any time by giving **us** ninety (90) days' written notice.
- 17.9.1. If **you** are a **small business** or a not-for-profit organisation and **you** want to cancel an **Ofcom regulated service**, then **we** will accept notice from **you** or from a **gaining provider**.
- 17.9.2. Upon receipt of **your** notice to terminate, **we** may contact **you** to confirm the specifics of **your** request and **we** will follow this up with written confirmation of the termination along with any relevant details, including any **early termination charges** that **you** must pay to **us**.
- 17.9.3. If **you** cancel part or all of the **services** after this **agreement** comes into force but before the **minimum commitment period** ends, then **you** must pay **early termination charges** to **us** for the terminated **services**.
- 17.9.4. If **you** terminate part or all of the **services** after the end of the **minimum commitment period**, then **you** must pay to **us** all charges due under this **agreement** in connection with the terminated **services** during the ninety (90) days' notice period.
18. Our termination rights
- 18.1. If **we** do not want this **agreement** to continue beyond the **minimum commitment period**, then **we** must provide written notice to **you** at least ninety (90) days before the end of the **minimum commitment period**.
- 18.2. Once the **minimum commitment period** has concluded **we** may terminate this **agreement** by providing at least ninety (90) days' written notice to **you**.
- 18.3. In addition to any other rights **we** have to terminate this **agreement** (whether set out in other parts of this **agreement** or otherwise), **we** may terminate this **agreement** immediately, by giving **you** written notice, if:
- a). **you** are in breach of clause 3.3;
 - b). **you** do not make any payment to **us** when it is due, and **you** still have not made payment within fourteen (14) days of **us** reminding **you** that payment is due;
 - c). **you** are in material breach of any provision of this **agreement** and, if the material breach is capable of remedy, **you** fail to remedy this within fourteen (14) days of **us** giving written notice to **you** requiring **you** to remedy the breach (subject to the provisions of clause 18.4 below);
 - d). **you** do not, within a reasonable time, arrange a time for **us** to access the **site** to install and set up the **service equipment**;
 - e). **you** do not provide **us** with information that is necessary for the installation or set-up of the **service** or **service equipment** (including any information about any consents that need to be in place before the **service equipment** or **purchased equipment** should be installed);
 - f). the information **you** gave **us** to enable **us** to provide the **service** were significantly wrong or incomplete;
 - g). **we** determine before the **service start date** that it will be uneconomical for **us** to provide the service to **you** under the terms agreed;
 - h). any licence, permission or other approval **we** need to provide the **service** has ended, been

- i). withdrawn, or been restricted;
 - i). all or part of any contract between **us** and **our** suppliers ends and this affects the provision of the **service**;
 - j). **you** are in breach of any of the terms of this **agreement** or **we** reasonably believe that **you** are using the **service** otherwise than as permitted by the terms of this **agreement**;
 - k). **we** reasonably believe that **you** have used or be using the **service** or **service equipment** for any illegal purpose or have provided false or misleading information to **us**;
 - l). **we** reasonably believe that **you** have committed or may be committing, any fraud against **us**;
 - m). **your** use of the **service** is affecting the **Wildanet network** or use of **our** services by **our** other users or in any way damages **our** reputation or, in **our** the reasonable opinion, does anything which is likely to bring **us** into disrepute;
 - n). **you**, being an individual, dies;
 - o). **you**, being an individual or a firm, are unable to pay **your** debts as they fall due, have a bankruptcy petition presented against **you** or a partner of the firm or a bankruptcy order or interim order made against **you** or a partner of the firm or **you** enter into an arrangement or composition with **your** creditors under any insolvency legislation in any jurisdiction;
 - p). **you**, being a company or other organisation, are unable to pay **your** debts as they fall due, have any order made or resolution passed for **your** administration or winding-up (otherwise than as part of a scheme of reconstruction or amalgamation), obtain a moratorium under Part A1 of the Insolvency Act 1986, have a receiver, administrator, administrative receiver or liquidator appointed or call a meeting of **your** creditors or make any similar arrangement in another jurisdiction;
 - q). **you**, cease, for any reason, to continue to trade as a business;
 - r). in **our** reasonable opinion any of the events referred to in parts o), p) or q) of this clause 18.1 appear likely; or
 - s). **your** financial position deteriorates to such an extent that in **our** reasonable opinion **your** capability to adequately fulfil its obligations under this **agreement** has been placed in jeopardy.
- 18.4. Where **you** are in breach of this **agreement**, **we** will usually give **you** an opportunity to remedy the breach if **you** are capable of remedy as stated in part c) of clause 18.3. However, **we** are under no obligation to grant **you** a period to remedy the breach, where in **our** reasonable opinion, to do this would be likely to adversely affect **us** or **our** other customers or if the breach relates to something which **you** have done which is illegal.
- 18.5. In addition to any other rights **we** have to terminate this **agreement** (whether set out in other parts of this **agreement** or otherwise), **we** may terminate this **agreement** by giving **you** one month's written notice, if:
- a). **we** intend to cease providing the **service** to **our** customers for any reason; or
 - b). **we** have to do so because of an emergency or event beyond **our** control which will prevent **us** from providing the **service** for a period in excess of fourteen (14) days.
- 18.6. If the requirements of clause 4.6 are not met, then **we** may terminate this **agreement** (or any part of it) immediately by giving **you** written notice detailing the reason for termination. **We** will not be liable for any consequences of terminating this **agreement** under this clause 18.6.
- 18.7. If **we** end this **agreement** in under the provisions of clause 18.3, then **you** will not have to pay any **early termination charges** and **we** will refund any sums **you** have paid in advance for installation and set-up services, and for any **service** and **purchased equipment** which will not be provided, but **we** may deduct from those sums or charge **you** for:
- a). any sums due to **us** which are unpaid as at the date this **agreement** is terminated together with any accrued interest;
 - b). reasonable compensation for the net costs **we** will incur as a result of this agreement being

- terminated; and
- c). any costs and expenses incurred by **us** in collecting and removing the **service equipment**.

18.8. **Our** right to terminate this **agreement** will not affect any rights, obligations or liabilities that arose before this **agreement** ended.

19. Effects of terminating this agreement

19.1. When this **agreement** terminates:

- a). all licences which **we** have granted to **you** will immediately end;
- b). **you** must immediately stop using the **service**;
- c). **you** must and pay to **us** all amounts **you** owe **us** in connection with the **service**; and
- d). **you** must either send back to **us** or allow **us** to remove the **service equipment**. If **you** prevent **us** from (or cause a delay to **us**) removing the **service equipment**, then **we** may continue to charge **you** for the **service** until such removal is completed, and **you** must pay those charges together with and any additional costs and expenses that arise as a result of the delay.

19.1.2. **We** may decide that **we** no longer want the **service equipment** to be returned to **us** when this **agreement** terminates. In such circumstances, **we** will inform **you** in writing and title for the **service equipment** will be transferred to **you**.

19.2. If **we** terminate this **agreement** because **you** have not met **your** obligations under it, then:

- a). **we** will invoice **you** for **early termination charges**;
- b). **you** must pay all invoices by their due date; and
- c). **we** do not have to refund any amounts **you** have paid in advance.

19.3. If any provisions of this **agreement** are intended to stay in force after termination, then those provisions will stay in force after this **agreement** ends for any reason.

20. Assignment and subcontracting

20.1. **We** may transfer any or all of **our** rights and obligations under this **agreement** to another **person**. **We** will notify **you** in writing if this happens and **we** will use reasonable efforts to make sure that the transfer does not adversely affect **your** rights under this **agreement**. **We** do not need **your** written consent to transfer or otherwise dispose of any or all of **our** rights and obligations under this **agreement**.

20.2. **You** may only transfer **your** rights and obligations under this **agreement** to another **person** with **our** prior written consent, but **we** will not unreasonably withhold such consent.

20.3. **You** agree that **we** may use third parties to assist **us** in satisfying **our** obligations under this **agreement**, but this will not relieve **us** from **our** obligations under this **agreement**.

21. Events outside your or our control

21.1. Neither **party** will be liable to the other **party** for any failure or delay in meeting the obligations under this **agreement** (other than paying any amounts owed) if the failure or delay is due to any circumstance outside the **party's** reasonable control. If the circumstance beyond the **party's** control continues for more than three (3) months, then the other **party** may terminate this **agreement**, without any additional liability, by giving the **party** who has been unable to meet their obligations one month's written notice.

21.2. Circumstances beyond a **party's** control include the actions (or failure to act) of government bodies or other official authorities, civil disturbance, epidemic, extreme weather conditions, fire, industrial

action, natural disaster, pandemic, power failures, restrictions by **law**, subsidence, terrorism, war, and a third party's delay or failure to supply any service, **service equipment** or **purchased equipment**.

22. Changing the agreement or service

- 22.1. **You** may not make any changes to this **agreement**. If **you** require any changes to be made to a **service** or to this **agreement**, then **you** must request these in writing and if **we** agree to accept them, then **we** will provide an updated version of this **agreement** which will require the written approval or signature of both **parties** before the changes come into force.
- 22.2. **We** may, at any time, make changes to the **service** or this **agreement** by giving **you** at least thirty (30) days' written notice.
- 22.3. If the changes **we** make to the **service** or to this **agreement** in accordance with clause 22.2 are to **your** material detriment, then **you** will be entitled to terminate this **agreement** without paying **early termination charges** provided that **you** give written notice to **us** (of **your** intention to terminate this **agreement**) within thirty (30) days of **us** issuing the written notice to inform **you** of the changes.
- 22.4. If **you** exercise your right to terminate this **agreement** under clause 22.3, then this **agreement** will terminate on the day before the date on which the change comes into effect or, where this is not feasible due to the timing of **your** written notice, as soon as reasonably possible after that date.
- 22.5. **Your** right to terminate this **agreement** under clause 22.3 without paying **early termination charges** will not apply if the changes **we** make to this **agreement** (including any changes to the **service**, **our** charges, the **purchased equipment** or the **service equipment**) are:
- a). necessary for **us** to comply with **our** legal or regulatory obligations to pass on cost increases or to incorporate any other changes in **law**, including but not limited to:
 - (i). where the charge for calling 08, 09 and 118 numbers increases; and
 - (ii). where the rate of VAT has changed;
 - b). to operational or administrative elements of this **agreement** or **service**, including but not limited to:
 - (i). changes to **our** registered address or contact details;
 - (ii). changes to **our** operational hours;
 - (iii). changes to or removal of any applications, communication channels, platforms, or portals that **we** make available to **you** for communicating with **us** and/or administering the **services**; and
 - (iv). changes to the processes through which **we** deliver the **services**;
 - c). to a **supplementary service** whether or not **you** have used, are using or intend to use the **supplementary service**;
 - d). to a **service** made available under this **agreement** that **you** are not already signed up to;
 - e). to non-recurring charges (such as installation charges, **missed appointment charges**, engineer visits, etc.) published in the **Business Customer Pricelist**;
 - f). minor changes to the features or functionality of the **service**, **purchased equipment**, or **service equipment**, including but not limited to the features and functionality of any software provided under the **service**;
 - g). the replacement of any software, **services**, **purchased equipment** or **service equipment** which **we** have determined to be end-of-life with software, services or equipment of an overall equivalent specification or standard;
 - h). to the stated minimum technical requirement of any software or equipment that **you** use in conjunction with the **services**, **purchased equipment** or **service equipment**;
 - i). to domestic and international call rates or roaming charges that are directly linked to increases in wholesale rates notified to **us** by **our** suppliers and/or other network providers;

- j). to charges for a third-party **service** that **we** resell to **you**, under the provisions of clause 9.8;
 - k). to any estimated charges which are based on the cost of providing the **services** the **purchased equipment** or **service equipment** to **you**, to the extent that any change is directly attributable to a change in the cost to **us**;
 - l). to the **Product Specification Document** or any other document in which **we** have provided general product or service descriptions in relation to the **services**, **service equipment** or **purchased equipment**. Such descriptions are indicative guidance only and **we** may provide substitutes for the **services**, **service equipment** or **purchased equipment** of an overall equivalent standard even if the exact specification, features and functionality differ; or
 - m). necessary for technical or security reasons.
- 22.6. For the avoidance of doubt, if **you** decide to terminate this **agreement** due to a change made for the reasons set out in clause 22.5, then **you** will need to pay **early termination charges**.
- 22.7. Changes to this **agreement** will not give rise to a right for **you** to terminate any other agreement that is not explicitly linked to and reliant upon the benefits of this **agreement**. **We** will notify **you** in accordance with the terms of the relevant agreement if **you** have a right to terminate any other linked agreement as a result of the termination of this **agreement**.
- 22.8. Where a **service** or elements of a **service** are provided by a third party, **you** may have to agree to that third party's terms and conditions. **We** are not responsible for any changes to any third party's terms and conditions. The **parties** agree that changes made by any third party to their terms and conditions do not constitute a change to this **agreement** and will not give **you** a right to terminate this **agreement** without paying **early termination charges**.
- 22.9. If **you** terminate this **agreement** in accordance with clause 22.3, then **you** will still be obliged to pay:
- a). all charges for **services** provided up to the date the **service** is ceased, including any installation charges due under this **agreement**;
 - b). all charges for **purchased equipment**, if any charges for **purchased equipment** have not yet been invoiced, then **we** will invoice **you** for all outstanding amounts upon termination and those invoices will become immediately due; and
 - c). all other charges due under this **agreement**, except **early termination charges**.
- 22.10. **You** may ask **us** to change the **service** (including upgrading the **service** or moving the **service equipment** or **purchased equipment** to a different location). If **we** agree to **your** request, then **we** may amend **our** charges to account for the change and **you** will not have a right to terminate this **agreement** under clause 22.3.

23. Confidentiality

- 23.1. When a **party** provides **confidential information** to the other **party**, the **party** receiving the **confidential information** must:
- a). keep the **confidential information** safe and secure;
 - b). not disclose or allow the **confidential information** to be disclosed to any third party or any other **person** without the provider's permission in writing;
 - c). only use the **confidential information** in connection with providing or using the **service**; and
 - d). have adequate policies, processes and procedures in place to ensure the **confidential information** is protected in the ways described in parts a), b) and c) of this clause 23.1.
- 23.2. The obligations in clause 23.1 will not apply to **confidential information** which:
- a). has been made publicly available by the providing **party**;

- b). has been made publicly available by a third party who acquired the **confidential information** from a source other than the receiving **party**; or
 - c). the receiving **party** already possessed before the providing **party** gave it them.
- 23.3. The obligations in clause 23.1 will not apply if the receiving **party** is required by **law** to reveal the **confidential information**. If the receiving **party** is required by **law** to reveal the **confidential information**, then they will:
- a). only provide the **confidential information** to the **person** the **law** specifically requires them to provide it to; and
 - b). where permitted by **law**, give the other **party** written notice as soon as reasonably possible, detailing which **confidential information** they have been required to provide and to whom.
- 23.4. Notwithstanding clause 23.1,
- a). the receiving **party** may disclose the **confidential information** to its respective employees, subcontractors, insurers, legal or other professional advisers as necessary in connection with this **agreement**, provided that any such person is under a confidentiality obligation in respect of such **confidential information**.
 - b). **you** agree that **we** may disclose information to third parties about **you** in order to:
 - (i). satisfy out **our** obligations under this **agreement**,
 - (ii). to prevent fraud; and
 - (iii). to conduct credit and identity checks relating to **you**.

Where a **party** makes a permitted disclosure under this clause 23.4, that **party** remains responsible for ensuring that the **person** to whom the **confidential information** complies fully with the obligations laid out in the clauses this section 23 (Confidentiality)

- 23.5. Either **party** may publicly announce the existence of this **agreement** and the **services** made available under it, but not the financial terms of this **agreement**.
- 23.6. **We** may issue promotional material, press releases, and case studies that name **you** as a customer of **ours** unless **you** withdraw **your** consent in writing.
- 23.7. Without prejudice to any other rights or remedies that either **party** may have, each **party** acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the clauses in this section 23 (Confidentiality) and that the remedy of injunction may be available for any threatened or actual breach of this **agreement**.
- 23.8. The clauses in this section 23 (Confidentiality) will stay in force after this **agreement** or any part of it is terminated.

24. Passwords and security

- 24.1. **We** may provide **you** with one or more passwords or other security credentials for **you** to use either:
- a). when connecting to, or configuring, **your equipment**, the **service equipment** or the **service**;
 - b). when logging into applications, websites or portals to which **we** have provided **you** with access; or
 - c). when contacting **us**, to verify **your** identity.
- 24.2. **You** must keep these passwords and security credentials safe and treat them as **confidential information**. **You** must inform **us** immediately if **you** suspect the security of any of the passwords or security credentials that **we** have given to **you** has been compromised. **You** will indemnify **us** against any claims or damage caused by **your** failure to protect these passwords or other security credentials. In the event of a suspected security breach, **we** can change any password or security credential without giving **you** prior notice.

24.3. **We** may charge **you** for resetting or replacing any password or security credential at the rate published in the **Business Customer Pricelist**.

25. Your personal information

25.1. **You** give **us** permission to use **your** personal information, together with any other information that **you** provide or is otherwise available to **us** (including call recordings), for the purposes of:

- a). providing the **service** to **you**;
 - b). performing administrative tasks, such as processing orders, invoices and payments;
 - c). conducting identity checks and credit checks about **you** and **your** directors, including through the use of credit reference agencies and other third parties;
 - d). preventing fraud, money laundering and other crimes;
 - e). debt recovery;
 - f). monitoring and training **our** employees and contractors;
 - g). tracking and assessing **your** use of the **service**;
 - h). providing **you** with information about other products and services that **we** provide, (but **you** may stop receiving this information at any time by contacting **us** or by clicking on unsubscribe in any emails **we** send to **you**; and
 - i). ensuring compliance with all applicable **law** and **our** policies (including **our** Acceptable Use Policy, which is published on the **Wildanet website**).
- for as long as **we** need to for these specified purposes.

25.2. Clause 25.1 will remain in force after this **agreement** or any part of it is terminated.

25.3. **We** will process all personal information in compliance with **our** Privacy Policy, which may be updated from time to time. **Our** Privacy Policy is published on the **Wildanet website**.

25.4. **We** may use third parties to process **your** personal information on **our** behalf. Where this is the case, details are set out in **our** Privacy Policy. In such cases, third parties will only be able to process **your** personal information in accordance with **our** instructions.

26. Business ethics

26.1. **We** have clear ethical standards and arrangements to promote and encourage compliance with all applicable **law**; **we** expect similar standards of **you**.

26.2. Each **party** must not pay, offer, promise to pay or authorise the payment of any money or other advantage which breaks the **law**, including the UK Bribery Act 2010. Each **party** must not take any action that would cause either **party** to break any **law**.

26.3. **Each party** agrees to provide any information and assistance reasonably required by the other **party** to comply with any **law** in relation to anti-money laundering, counter-terrorism financing, and any other identification checks or procedures that the other **party** is required to comply with in connection with this **agreement**. This obligation applies only to the extent that the information required is in the providing **party's** possession or may be reasonably obtained by the providing **party**.

26.4. Each **party** must be able to demonstrate the existence of processes and procedures to implement appropriate guidelines and codes of conduct for all employees and relevant suppliers.

26.5. Each **party** should ensure that management systems and practices are in place to ensure the prevention of:

- a). money laundering;

- b). fraud, bribery, corruption and other improper payments or gifts;
- c). conflicts of interest; and
- d). unauthorised access to personal and business information.

26.6. Each **party** will comply with all **law** in the countries in which they operate including relevant International Labour Organisation conventions.

27. Intellectual property rights

27.1. Subject to clause 27.2, each **party** grants a licence to the other **party** to use any Intellectual Property Rights owned by said **party**, solely to the extent that such licence is required by the other **party** in order to fulfil its obligations or receive the benefits under this **agreement**.

27.2. Each licence is granted on the understanding that:

- a). it is neither transferable, sublicensable nor exclusive;
- b). the licensee will neither adapt, copy (except for archiving or back-up purposes, and in those circumstances the licensee must make sure that each copy contains all of the original software's proprietary notices), correct errors in, decompile, disassemble, modify, reverse engineer, translate, or create work derived from or based on any licenced **material** or software;
- c). except where doing so is strictly necessary to comply with the **law** and under such circumstances the licensee will notify the licensor as to what action has been taken and which **law** necessitated the action;
- d). it starts upon delivery of the applicable **service** and ends upon termination of the applicable **service**;
- e). the licensee will treat the licenced materials and software as **confidential information**; and
- f). the licensee will immediately return all physical copies of the materials and software to the other **party** and delete any digital copies from any computers and other storage devices under the licensee's control when this **agreement** ends.

27.3. Subject to clauses 27.2, 27.3.1, 27.3.4 and 27.4, **we** will defend and indemnify **you** for amounts payable to a third party for a proven infringement of that third party's intellectual property rights directly resulting from **your** use of the **service**.

27.3.1. In relation to any such third party claim **you** must:

- a). promptly notify **us** and provide full written details of any actual or potential claim;
- b). neither admit liability nor take any action which may prejudice defence of the claim;
- c). not settle the claim without **our** prior written agreement;
- d). give **us** sole conduct of the defence of the claim;
- e). provide to **us** all reasonable assistance to contest or defend the claim including completing and filing court papers and providing all relevant documents; and
- f). provide to **us** all reasonable assistance required to:
 - (i). modify the **service** and **service equipment** to avoid or stop the potential infringement of a third party's intellectual property rights, as long as the modification does not significantly reduce the effectiveness or performance of the **service**; and/or
 - (ii). replace the **service** and **service equipment** with substitutes that do not infringe a third party's intellectual property rights, as long as the substitutes do not significantly reduce the effectiveness or performance of the **service**.

27.3.2. If **we** reasonably believe that **we** cannot exercise any of the options set out in clause 27.3.1.f, then **we** may immediately terminate the **service** or this **agreement** upon giving **you** written notice, and **we** will have no further liability to **you**.

27.3.3. **We** will refund any reasonable costs **you** have to pay in order to fulfil **your** obligations in clause

27.3.1

- 27.3.4. **We** have no liability in relation to any claim and **you** will defend and indemnify **us** for amounts payable to any third party to settle any claims attributable to:
- the use of materials provided by **you** in connection with the **service, service equipment or purchased equipment**;
 - our** compliance with **your** design requirements or any other instructions given by **you**;
 - the combination of the **service, service equipment or purchased equipment** with products, equipment or services provided by **you** or a third party;
 - you** failing to follow **our** instructions in relation to the **service, service equipment or purchased equipment**;
 - modifications made by **you** or a third party to the **service, service equipment or purchased equipment**;
 - you** failing to adopt modifications made by **us** to the **service, service equipment or purchased equipment** to avoid potential infringement of a third party's intellectual property rights;
 - you** using the **service, service equipment or purchased equipment** for a purpose other than that for which the **service, service equipment or purchased equipment** were provided;
 - your** negligence or misconduct;
 - you** breaking the **law**; or
 - your** breach of clause 27.2, clause 27.3.1 or any other relevant clause of this **agreement**.
- 27.4. Where **we** source **service equipment** and/or **purchased equipment** from a third-party supplier, **we** will attempt to secure an indemnity from said supplier against third party claims for infringement of intellectual property rights by the **service equipment** and/or **purchased equipment**. **Our** liability to **you** in respect of third-party claims for infringement of intellectual property rights in the **service equipment** and **purchased equipment** will not exceed the liability of the third-party supplier to **us**.
- 27.5. The indemnities within this Section 28 (Intellectual property rights) will be **your** sole contractual remedy in relation to any claim covered by the relevant indemnity.
- 27.6. Nothing in this **agreement** is to be construed as transferring ownership of, or granting any rights to, any intellectual property except as expressly set forth in this Section 28 (Intellectual Property Rights)
- 27.7. If, as a result of any **service we** provide to **you**, the **parties** collaborate to create any **materials** or software, then **we** will own all legal and beneficial rights to them.

28. Limits of liability

- 28.1. Nothing in these terms excludes or limits liability where it is unlawful to do so. Nothing in the Contract excludes or in any way limits the liability of either **party** for:
- liability for death or personal injury caused by the negligence of either **party**;
 - liability for fraud or fraudulent misrepresentation; or
 - any liability which cannot be limited or excluded as a matter of **law**.
- 28.2. Subject to the provisions of clauses 28.1, 28.3, 28.4, 28.5 and 28.6, **our** maximum aggregate liability whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in relation to this **agreement** in any **contract year** shall in no circumstances exceed the aggregate of the charges paid by **you** to **us** in the **contract year** in which the breaches occurred.
- 28.3. Where **we** are conducting work at the **site**, **we** will make good any damage **we** have caused to **your** property or the **site**. However:
- we** are not responsible for the cost of repairing any pre-existing faults or damage at the **site**

- that **we** discover while conducting the work;
- b). **we** are not responsible unless the damage arises solely and directly from **our** negligence or the negligence of **our** employees, agents or contractors acting in the course of their employment; and
 - c). **our** aggregate liability to **you** for any loss or damage to the **site** and any property of **yours** caused by **our** negligence will not in any event exceed one hundred thousand pounds (£100,000).
- 28.4. **We** are not responsible for any loss or damage caused to any of **your equipment**, devices or digital content if **you** have failed to install, and keep updated, appropriate software to protect it and its equipment from viruses and similar threats which are transmitted over the internet and which are outside **our** control.
- 28.5. **We** will not be liable to **you** in contract, tort (including negligence), breach of statutory duty or otherwise for any of the following, regardless of how the liability arose:
- a). loss of profit, loss of revenue, loss of opportunity or loss of anticipated savings;
 - b). loss of sales, loss of business, loss of contracts or loss of goodwill;
 - c). wasted expenditure, loss from expenditure of time or loss from business interruption;
 - d). loss, destruction or corruption of data;
 - e). liability to third parties (unless otherwise stated in this **agreement**); or
 - f). any special, indirect or consequential loss or damage of any kind.
- These exclusions in this clause 28.5 will apply whether or not **we** were made aware in advance of the possibility of such loss, damage or liability arising or whether such loss, damage or liability could reasonably have been anticipated.
- 28.6. If there are a number of claims which give rise to what is essentially the same loss, then they will be taken together as one claim for the purpose of this **agreement**. **You** may not recover more than once for any loss that **you** suffer.
- 28.7. Unless otherwise expressly stated, this **agreement** excludes, to the maximum amount permitted by **law**, any warranties, assurances, guarantees, conditions or other terms that might be implied by **law**.
- 28.8. **You** may not raise a claim under this **agreement** more than 12 months after the discovery of the circumstances giving rise to a claim.
- 28.9. Unless otherwise expressly stated, this **agreement** excludes, to the maximum amount permitted by **law**, any warranties, assurances, guarantees, conditions or other terms that might be implied by **law**.
- 28.10. Neither **party** may raise a claim under this **agreement** more than twelve (12) months after the discovery of the circumstances giving rise to that claim.
- 28.11. Except where otherwise expressly stated in this **agreement**, the provisions of this section 29 (Limits of liability) set out **our** entire liability to **you** in respect of this **agreement** and **you** agree that the limits of **our** liability under this **agreement** are reasonable.
- 28.12. The clauses in this section 29 (Limits of liability) will survive the termination of this **agreement**.

29. Notices

- 29.1. All written notices that **you** send to **us** under this **agreement** will be deemed given when delivered

by courier or by first class mail (both as evidenced by a written proof of delivery) at the address below:

Wildanet Limited
FAO The Office of the Chief Commercial Officer,
Westbourne House,
West Street,
Liskeard,
Cornwall,
PL14 6BT

with copies (which will not constitute written notice) sent by email to hello@wildanet.com with the email subject title starting with the word "Notice".

- 29.2. All written notices that **we** send to **you** under this **agreement** will be delivered by courier or by post to the address shown on the **Commercial Schedule** or to **your** registered office, with copies (which will not constitute written notice) sent by email to the email address shown on the **Commercial Schedule** with the email subject title starting with the word "Notice".
- 29.3. As an exception to clause 29.2, above if **you** are a **small business** or a not-for-profit organisation, then all written notices that **we** send to **you** regarding an **Ofcom regulated service** will be provided to the email address shown on the **Commercial Schedule** with the subject title starting with the word "Notice", unless **you** ask **us** in writing to give you written notices via letter or to an alternative email address.
- 29.4. Written notices sent by courier or post will be deemed received when delivered by courier or by post (both as evidenced by a written proof of delivery)
- 29.5. Written notices sent by email will be deemed received on the date the email is delivered to email server of the **person** the notice was emailed to if that date is a **working day**, otherwise it will be deemed received on the next **working day**.

30. Miscellaneous

- 30.1. Subject to clause 31.1.1, unless specifically stated otherwise in this **agreement**, at any time after the date of this **agreement**, either **party** may ask the other to complete any action which is both reasonable and necessary (including completing any necessary paperwork), for the purpose of giving the asking **party** the full benefit of their rights under this **agreement**., the other **party** will not reasonably refuse to complete the task
- 30.1.1. The **party** asking for the paperwork to be completed, or action to be carried out, will pay all reasonable costs incurred by the other **party** for completing the paperwork or carrying out the action.

31. Waivers

- 31.1. A waiver of a condition or obligation under this **agreement** will be effective only if in writing and signed by the **party** or **parties** granting the waiver, and no waiver will constitute a waiver of the satisfaction of any other term, condition, or obligation.
- 31.2. The failure or delay to exercise any right or remedy afforded to a **party**, either in part or in full, does not preclude that **party** from any future exercise of that right or remedy.

32. Severability

32.1. If the Courts of England and Wales or other relevant authority finds that any part of this **agreement** is invalid or unenforceable, then this will not affect the rest of this **agreement**, and the remaining provisions will remain in full force and effect. In these circumstances, the **parties** will work together in good faith to replace the invalid or unenforceable provision with an enforceable and valid provision that achieves the original intent and economic effect of this **agreement**.

33. Independent parties

33.1. The relationship of the **parties** is that of independent contractors. Neither **party** nor its employees, consultants, contractors or agents are agents, employees or joint venturers of the other **party**, nor does either **party** have any authority to bind the other **party** by contract or otherwise to any obligation. Each **party** will ensure that they do not represent to the contrary, either expressly, implicitly, by appearance or otherwise. Each **party** retains the right to perform work and provide products and services for others during the term of this **agreement**.

34. Contracts (Rights of Third Parties Act)

34.1. The **parties** acknowledge and agree that except as set out above, this **agreement** does not create any right or benefit enforceable by any party not a **party** to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except for an entity who under section **Error! Reference source not found.** of this **agreement** is a permitted successor or assignee of the rights or benefits of a **party** that may enforce such rights or benefits.

35. Applicable law and disputes

- 35.1. This **agreement** is governed by the laws of England and Wales and both **parties** submit to the exclusive jurisdiction of the English Courts.
- 35.2. Except where this **agreement** states otherwise, the rights and remedies under this **agreement** are in addition to, and do not overrule, any other legal rights and remedies.
- 35.3. If there is a dispute between the **parties** in connection with this **agreement**, then the **parties** will work in good faith to resolve the dispute between themselves initially. If this does not resolve the matter, then **you** may submit a complaint to UK WISPA via their website at www.ukwispa.org. UKWISPA is an Ombudsman service and will not charge **you** for making a complaint. If **you** are not satisfied with the outcome, then **you** can still bring legal proceedings.
- 35.4. Nothing in this Section 36 (Applicable law and disputes) will prevent either **party** from referring the dispute to Ofcom or from taking any other appropriate steps to resolve the dispute.

36. Counterparts

36.1. The **parties** may execute this **agreement** in multiple counterparts, each of which will be deemed an original, and all of which, collectively, will constitute only one agreement. Delivery of an executed counterpart by email will be as effective as executing and delivering this **agreement** in the presence of the other **parties**.