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The Customer's attention is particularly drawn to the provisions of clauses 4.6, 5.3, 6.3, 7.3 and 8.3 (Contract Extended Term), 9.8 (Zero Tolerance to Harassment and Unacceptable Behaviour), 10.14 (Consumer Price Index annual increase) and clause 15. (Limitation on RYDAL GROUP's Liability).

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Carrier: the relevant third party telecommunications operator or network service provider.

Charges: the applicable charges payable by the Customer for the supply of any Services and/or Equipment in accordance with clause 10.

Commencement Date: means the date on which RYDAL GROUP shall start to provide the Service which shall mean in the case of:

(a) Maintenance Services the Installation Date or where RYDAL GROUP has not contracted with the client to install Equipment in connection with the Maintenance Services the date specified as the Commencement Date for the Maintenance Services;

(b) Fixed Network Services the Hand over Date in respect of those Fixed Network Services;

(c) Data Services the relevant Handover Date in respect of those Data Services;

(d) IT Support Services the date specified as the Commencement Date in the Order Form; and

(e) Mobile Services the Handover Date in respect of those Mobile Services.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.7.

Connection Date: means in the case of the provision of Data Services the date when the Carrier commences the provisioning of Data Services to the Customer on behalf of RYDAL GROUP.

Contract: the contract between RYDAL GROUP and the Customer for the supply of any Services and/or goods (including where appropriate Equipment) in accordance with these Conditions, the Order and any Service Specific Conditions.

Contract Date: the date on which a Contract between the Customer and RYDAL GROUP is formed and comes into existence as determined pursuant to the provisions of clause 2.2

Customer: the person or firm specified as such in the Order Form who contracts to purchase Services from RYDAL GROUP. Customer Default: has the meaning given to it in clause 9.3.

Data Services: the data services to be provided by RYDAL GROUP to the Customer as described in the Order, together with such other data services that RYDAL GROUP agrees to supply to the Customer from time to time.

Data Services Contract: where applicable, the Contract for the supply of Data Services. Delivery: has the meaning given to in clause 4.2.

Equipment: the equipment as set out in the Order Form.

Estimated Installation Date: the date on which RYDAL GROUP estimates that the Equipment will be installed, as advised by RYDAL GROUP to the Customer.

Extended Term: in relation to:

(a) a Contract for the supply of Fixed Network Services has the meaning given to it in clause 5.3 or if applicable, clause 5.4; and

(b) a Contract for the supply of Data Services has the meaning given to it in clause 6.3 or if applicable, clause 6.4;

(c) a Contract for the supply of Maintenance Services has the meaning given to it in clause 4.6 or if applicable, clause 4.7; and

(d) a Contract for the supply of the IT Support Services has the meaning given to it in clause 7.3 or if applicable, clause 7.4.

Fixed Network Services: the voice services to be provided by RYDAL GROUP to the Customer as specified in the Order Form.

Fixed Network Services Contract: where applicable, the Contract for the supply of Fixed Network Services.

RYDAL GROUP: Rydal Communications Limited 06738960 of Elwes House, 19 Church Walk, Peterborough, PE1 2TP.

Rydal Group Customer Transfer Preference Policy: the policy as set out at www.rydalcomms.co.uk as varied from time to time.

Handover Date: means

(a) in the case of the provision of Fixed Network Services the date when the Fixed Network Services are available for use by the Customer with RYDAL GROUP as the supplier of the Fixed Network Services.

(b) in the case of Data Services the date when the Data Services are available for use by the Customer with RYDAL GROUP as the supplier of the Data Services.

(c) in the case of Mobile Services the date when the Mobile Services are available for use by the Customer with RYDAL GROUP as the supplier of the Mobile Services.

Hosted Sub Licence: a sub licence granted by RYDAL GROUP to the Customer for a hosted product for use in connection with Fixed Network Services.

Installation Date: the date on which the Equipment is installed.

Installation Services: the services relating to the installation by RYDAL GROUP (or its duly authorised agents) of the Equipment (where applicable).

IT Support Services: the IT support services to be provided by RYDAL GROUP to the Customer as specified in the Order.

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IT Additional Users and Software Licences: the IT additional users or additional software licences provided by Rydal Group but not specified in the Order.

IT Support Services Contract: where applicable, the Contract for the supply of IT Support Services.

Maintenance Services: the maintenance services to be provided by RYDAL GROUP to the Customer as described in the Order, together with such other maintenance services that RYDAL GROUP agrees to supply to the Customer from time to time.

Maintenance Services Contract: where applicable, the Contract for the supply of Maintenance Services.

Minimum Term: the minimum contract term that applies to the Maintenance Services, the Fixed Network Services, the Data Services, the IT Support Services and/or the Mobile Services as the case may be shall unless a different minimum term is specified for any such Service in the Service Specific Conditions section of the Order Form be the period of three years commencing on the Commencement Date.

Mobile Services: the mobile services to be provided by RYDAL GROUP to the Customer as specified in the Order.

Mobile Services Contract: where applicable, the Contract for the supply of Mobile Services.

Notes Section: the section of the order form marked "Notes Section".

OFCOM: The Office of Communications or any equivalent successor body.

Order: The Customer's order for Services as set out in the Order Form; such Order being subject to these Conditions.

Order Form: the document which sets out amongst other things the Services which the Customer would like RYDAL GROUP to provide to it and certain details in respect of. including when reading conjunction with these Conditions the basis on which the charges for providing the Services will be calculated. The Order Form shall be prepared by RYDAL GROUP and sent to the Customer for signature by or on behalf of the Customer and returned to RYDAL GROUP. The Order Form maybe prepared, sent, signed or returned either electronically or physically.

Personal Data: has the meaning given to it in the Data Protection Act 1998.

Services: the services to be supplied by RYDAL GROUP to the Customer being any or all of the Installation Services, Maintenance Services, Fixed Network Services, Data Services, IT Support Services and/or Mobile Services, as the case may be, and Service shall be construed accordingly but shall exclude the provision of DNS servers and mail servers.

Service Specific Conditions: any policies, terms or procedures that apply to and shall be incorporated into the Contract, as specified in the notes section of the Order Form.

Site: the Customer's place of business as specified in the Order Form where any Services are to be provided or carried out and/or (where applicable) Equipment is to be delivered and any Installation is to take place, as specified in the Order Form.

Small Business Customer: a Customer identified on the Order Form as not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise).

Specification: the description or specification of the relevant Services and/or Equipment provided in writing by RYDAL GROUP to the Customer as set out in the Order Form.

Tariff: The standard tariff as set out at http://www.rydalcomms.co.uk/standardtariff and as varied in the Notes Section of the Order Form for Fixed Network Services, Data Services and the IT Support Services as attached to the Order Form and as amended or notified to the Customer from time to time.

VOIP: Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than the traditional telephone system based on copper wires carrying analogue data).

1.2 Construction. In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) are reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or reacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes e-mails but excludes faxes.

2. BASIS OF CONTRACT

2.1 The sending of the Order Form by RYDAL GROUP to the customer constitutes an offer by RYDAL GROUP to the Customer to provide services and/or Equipment in accordance with these conditions, the Order and any service specific conditions ("the Offer"). The Offer may be withdrawn at any point by RYDAL GROUP prior to it being accepted by the Customer.

2.2 The offer shall be accepted and the Contract shall be formed and come into existence at the point when RYDAL GROUP receives the Order Form, either electronically or physically, duly signed (either electronically or physically) by or on behalf of the Customer at which point and on which date the Contract shall come into existence (subject where applicable to clauses 4.1, 5.6, 6.6 and 7.5). If RYDAL GROUP has not received the Order Form duly signed for or on behalf of the Customer within [12 months] from the date on which it is sent to by RYDAL GROUP to the Customer the offer to contract with the Customer shall be deemed to have been withdrawn unless otherwise agreed between RYDAL GROUP and the Customer.

2.3 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

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RYDAL GROUP which is not set out in the Order Form, the Service Specific Conditions or the terms (or incorporated by reference in any of them).

2.4 Any samples, drawings, descriptive matter or advertising issued by RYDAL GROUP, and any descriptions or illustrations contained in RYDAL GROUP' 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 nor have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Conditions, any Service Specific Conditions and the Order Form, the Order Form will prevail in relation to that Service.

2.6 Any quotation given by RYDAL GROUP shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 The Customer warrants to RYDAL GROUP that it is entering into the Contract for the purpose of its business, trade or profession and not as a consumer.

2.8 Except for Installation Services that shall form part of a Contract for the supply of Equipment, each order for Maintenance Services, Data Services or Fixed Network Services shall be deemed to be a separate Contract (irrespective of whether more than one or all of them are included on the same Order Form).

2.9 To the extent that there is any failure or delay by RYDAL GROUP to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

3. SUPPLY OF SERVICES

3.1 RYDAL GROUP shall supply the Services to the Customer in accordance with the Contract in all material respects. In the event that the Order Form specifies:

(a) the supply by RYDAL GROUP to the Customer of Equipment and Installation Services and/or Maintenance Services, clause 4 of these Conditions shall also apply to the Contract;

(b) the supply by RYDAL GROUP to the Customer of Fixed Network Services, clause 5 of these Conditions shall also apply to the Contract;

(c) the supply by RYDAL GROUP to the Customer of Data Services, clause 6 of these Conditions shall also apply to the Contract; and

(d) the supply by RYDAL GROUP to the Customer of IT Support Services, clause 7 of these Conditions shall also apply to the Contract.

3.2 RYDAL GROUP shall use all reasonable endeavours to deliver any Services on or by any date or dates specified in the Order Form, but any such dates shall be estimates or for guidance only and time shall not be of the essence for the performance of the Services.

3.3 RYDAL GROUP shall have the right to make any changes to any Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the relevant Services. RYDAL GROUP shall notify the Customer of any such change.

3.4 RYDAL GROUP warrants to the Customer that the relevant Services will be provided using reasonable care and skill, subject to clauses 4, 5, 6 and 7 of these Conditions.

4. TERMS APPLICABLE TO EQUIPMENT, INSTALLATION SERVICES AND MAINTENANCE SERVICES

4.1 Any Order for Equipment is conditional on the availability of such Equipment prior to the Estimated Installation Date. RYDAL GROUP shall use reasonable endeavours to deliver the Equipment and supply the Installation Services with reasonable care and skill in accordance with the estimated period for delivery and installation. Installation within such period is not guaranteed and time shall not be of the essence.

4.2 Delivery of Equipment shall be deemed to take place when the relevant Equipment arrives at the Customer's Site (prior to unloading or unpacking) as specified in the Order (Delivery) (and Delivered shall be construed accordingly). In relation to Delivery of any Equipment:

(a) the Customer shall be responsible for checking that all details specified in the Order are correct.

(b) if the Customer fails to take Delivery of any Equipment within 10 Business Days of RYDAL GROUP notifying the Customer that the Equipment is capable of being delivered, the Equipment shall be deemed to have been Delivered in accordance with the Contract and the Equipment shall be at the risk of the Customer and thereafter clause 4.3 shall apply to the Equipment;

(c) if any Equipment is to be Delivered in instalments, any delay in the Delivery of one instalment shall not entitle the Customer to reject the other instalments or to terminate the Contract: and

(d) the risk in any Equipment shall pass to the Customer on Delivery (or deemed Delivery in accordance with clause 4.2(b)) and the Customer shall be responsible for insuring the Equipment from that time.

4.3 Notwithstanding clause 4.2(d), ownership of any Equipment contracted to be purchased by the Customer shall not pass to the Customer until such time as the Customer has paid to RYDAL GROUP all sums due for the Equipment and the Installation Services. Unless and until ownership of the Equipment passes to the Customer (if at all), the Customer shall:

(a) not remove, deface or obscure any identifying mark on or relating to the Equipment.

(b) maintain (except where RYDAL GROUP is also at the time supplying Maintenance Services) the Equipment in satisfactory condition and insured it against all risks for its full price from the date of Delivery or deemed Delivery;

(c) not lease, charge or otherwise encumber the Equipment.

(d) not remove the Equipment from the Site without RYDAL GROUP' prior written consent.

4.4 If the Equipment is leased or rented to the Customer the Customer shall:

(a) return the Equipment at the Customer's cost to RYDAL GROUP immediately on request at the end of the lease or agreement; and

(b) permit RYDAL GROUP or its agents to enter any premises of the Customer or of any third party where the Equipment is located in order to recover it.

4.5 If the Customer is in breach of the Contract the Customer shall return the Equipment at the Customer's cost to RYDAL GROUP immediately on request and permit RYDAL GROUP or its agents to enter any premises of the Customer or of any third party where the Equipment is located in order to recover it.

4.6 Subject to clause 2.2, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term and there after the Maintenance Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Maintenance Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

4.7 If for any reason clause 4.6 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 4.7 shall apply. Subject to clause 2.2, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term and there after the Maintenance Services Contract shall automatically extend for 12 calendar months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term.

A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Maintenance Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

4.8 The Maintenance Services shall only be supplied by RYDAL GROUP in relation to the Equipment and to any other equipment agreed by RYDAL GROUP in writing from time to time. Unless agreed otherwise in writing by RYDAL GROUP, RYDAL GROUP shall supply the Maintenance Services in accordance with the Maintenance Service Levels (a copy of which is available at www.Rydalcomms.co.uk/standardtariff as amended from time to time.

4.9 The Maintenance Services shall not include or be deemed to include repair or maintenance to:

(a) equipment that is faulty or has failed due (in whole or in part) to or caused by:

(i) fair wear and tear;
(ii) the Customer's (including its agents or workers) acts, operating errors, omissions or default;
(iii) failure in air-conditioning or fluctuations in electrical power;
(iv) any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by RYDAL GROUP;
(v) vandalism, fire, theft, water or lightening;
(vi) any defect or error in software loaded on to the Equipment;
(vii) any defect or fault in connection with services supplied to RYDAL GROUP by any Carrier;
(viii) failure by the Customer (including its agents or workers) to adequately maintain any Equipment or operate it in accordance with the manufacturer's specifications, guidelines or recommendations; or
(ix) any attempt by the Customer or any third party other than RYDAL GROUP or its duly authorised agents to repair, reconfigure, reprogram or otherwise alter the Equipment or any equipment or cabling attached to it.

(b) ancillary items, including but not limited to, answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;

(c) the maintenance or repair of any extension wiring, any Equipment not at the Site, or of anything other than the Equipment; or

(d) the reprogramming of the Equipment to provide improved or modified services or facilities.

4.10 In the event that RYDAL GROUP carries out Maintenance Services to any Equipment which has, in its reasonable opinion failed or become faulty due (wholly or partially) to any of the circumstances described in clause 4.9, RYDAL GROUP shall be entitled to charge additional fees for such services calculated in accordance with clause 9.5.

4.11 In carrying out the Maintenance Services RYDAL GROUP shall not (subject to clause 15) be liable for the loss of any data or information stored on the Equipment or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer shall ensure that appropriate backups of all data and information are maintained.

4.12 In rectifying any fault to Equipment it may be necessary for RYDAL GROUP to reset the Equipment's software. In such cases, RYDAL GROUP shall not be responsible for resetting or reloading equipment programming and user profiles.

4.13 The Maintenance Services are limited to the provision and repair of the Equipment by RYDAL GROUP on a like for like basis, which may include RYDAL GROUP supplying reconditioned parts for Equipment and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or installed in Equipment in the carrying out of the Maintenance Services shall be come or shall remain (as the case may be) the property of RYDAL GROUP.

4.14 Subject to clause 15, RYDAL GROUP shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment.

4.15 If the Customer terminates a Contract (in whole or in part) for Maintenance Services before the end of any applicable Minimum Term or Extended Term, the Customer shall pay to RYDAL GROUP all charges that would have accrued during the period from the expiry of the Customer's notice to terminate (or where no notice is given the date of indication by the Customer of an intention to no longer be bound by the Contract (in whole or in part) to the end of the Minimum Term or Extended Term (as the case may be).

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4.16. Where indicated on the order form, a new customer may receive maintenance and support free for 12 months. Upgrades to existing customers hardware may receive 3 months free maintenance and support. After any free periods, our maintenance and support schedule rates found at www.Rydalcomms.co.uk/standardtariff will apply for the remainder of the term.

5. TERMS APPLICABLE TO FIXED NETWORK SERVICES

5.1 Subject to clause 2.2 and clause 5.5, the supply of the Fixed Network Services shall commence on the Commencement Date and shall continue for the Minimum Term.

5.2 If the Commencement Date for the provision of Fixed Network Services has not occurred prior to the first anniversary of the Contract Date for the Fixed Network Services then the Contract in respect there of shall be deemed to have terminated unless otherwise agreed between RYDAL GROUP and the Customer. The rights of the parties that have accrued prior to such termination shall not be affected by such termination.

5.3 Subject to clause 5.5, the Fixed Network Services Contract shall automatically extend for three years (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term to terminate the Fixed Network Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

5.4 In the event that clause 5.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 5.4 shall apply. Subject to clause 5.5, the Fixed Network Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. A party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term to terminate the Fixed Network Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

5.5 Where the Customer is a Small Business Customer, the Customer may terminate the Fixed Network Services Contract by giving not less than 90 days' notice in writing to RYDAL GROUP, such notice to expire no earlier than the end of the Minimum Term.

5.6 The provision of any Fixed Network Services by RYDAL GROUP under a Fixed Network Services Contract is conditional on:

(a) RYDAL GROUP carrying out such surveys as it deems necessary to satisfy itself that that it is possible for it to supply the Fixed Network Services;

(b) the installation of the lines over which the Fixed Network Services are to be provided and such lines being fully operational; and

(c) the Customer providing to RYDAL GROUP to its satisfaction accurate information and data to enable RYDAL GROUP to calculate the Charges and to carry out a site survey.

5.7 RYDAL GROUP warrants to the Customer that Fixed Network Services will be provided using reasonable care and skill. The Customer agrees that RYDAL GROUP cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Fixed Network Services must be notified to RYDAL GROUP in accordance with clause 5.8.

5.8 The Customer shall notify RYDAL GROUP of any interruption, fault or error with the Fixed Network Services in accordance with RYDAL GROUP' Fault Handling Policy (available at http://www.rydalcomms.co.uk/Term-and-Conditions) as amended from time to time. RYDAL GROUP shall use reasonable endeavours to correct or cure any interruption, fault or error with the Fixed Network Services in accordance with RYDAL GROUP' Fault Handling Policy, save that time shall not be of the essence.

5.9 Notwithstanding any other provision of these Conditions, RYDAL GROUP shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of Carriers that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Fixed Network Services.

5.10 All and any telephone numbers allocated to the Customer in connection with the Fixed Network Services may be withdrawn by OFCOM and accordingly RYDAL GROUP does not warrant or represent that such telephone numbers can be provided to the Customer. The Customer acknowledges and agrees that any telephone numbers allocated to it are allocated on the basis of a licence and the Customer agrees not to sell or transfer any telephone number provided to it (except where the Customer has a right to port that telephone number).

5.11 In relation to the use of the Fixed Network Services the Customer grees:

(a) to ensure that the Fixed Network Services are not used to make offensive, indecent, menacing, nuisance or hoax calls.

(b) not to use the Fixed Network Services in any way that may, in RYDAL GROUP' reasonable opinion, damage its reputation.

(c) not to contravene any laws, regulations or codes of conduct that may, from time to time, be applicable to the use or supply of the Fixed Network Services;

(d) to implement and maintain appropriate security and control over its networks, equipment and business to prevent fraud and to prevent calls being generated by third parties;

(e) to maintain adequately all equipment utilised in connection with the Fixed Network Services and ensure its compatibility in terms of technical specification.

(f) not to use or permit the Fixed Network Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud or other unlawful activity.

(g) not to allow any unauthorised use of the Fixed Network Services and to take all reasonable security measures to prevent such use;

(h) not to sell or resell the Fixed Network Services in whole or in part.

(i) not to misuse the Fixed Network Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network;

(j) that RYDAL GROUP may publish details of the Customer's name, address and telephone number(s) in the Directory Enquiries Service, unless the Customer expressly confirms to RYDAL GROUP in writing that it would like a special entry to be made, for which RYDAL GROUP may make an additional charge;

(k) that to the extent the Fixed Network Services contain VOIP services, clause 6.12 shall also apply save that references in that clause to Data Services shall be deemed to be references to Fixed Network Services; and

(l) in order to protect the Customer against unauthorised transfer of Fixed Network Services, in the event that the Customer fails to contact RYDAL GROUP not less than 48 hours prior to any transfer date in accordance with RYDAL GROUP' Customer Transfer Preference Policy, RYDAL GROUP may cancel any order made with a third party supplier.

(m) and undertakes not to cause any attachments to be connected (directly or indirectly} to the Fixed Network Services, other than those that meet the appropriate essential requirements of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any other requirements or standards under applicable law or as prescribed In the description of the Fixed Network Services published from time to time.

5.12 Any equipment installed or supplied by RYDAL GROUP to the Customer in connection with the Fixed Network Services (including but not limited to handsets) shall, except for equipment purchased by the Customer under clause 4, at all times remain the property of RYDAL GROUP. Clause 4.3 shall apply to such equipment as if it were deemed to be Equipment. The Customer shall return such equipment to RYDAL GROUP immediately on request and shall be liable for costs, losses, damages and expenses incurred by RYDAL GROUP for the repair, recovery and replacement of such equipment.

5.13 Upon termination of the Fixed Network Services Contract (for whatever reason), the Customer shall return any handsets installed or supplied by RYDAL GROUP to the Customer in connection with the Fixed Network Services at the Customer's cost. If such handsets are not returned within seven days following the termination of the Fixed Network Services Contract, RYDAL GROUP reserves the right to charge the Customer a fee in respect of each handset, as specified in the Tariff.

5.14 RYDAL GROUP shall be entitled to make additional charges in the event that the Customer supplies inaccurate or misleading information to RYDAL GROUP or if the results of any survey reveal additional construction work is required in order for RYDAL GROUP to supply the relevant Fixed Network Services.

5.15 Where the transfer of lines and services of another supplier occurs, then the provision of any and all relevant existing services supplied to the Customer by such supplier will automatically transfer to RYDAL GROUP and will be charged for by RYDAL GROUP in accordance with the Tariff.

5.16 The Customer accepts and acknowledges that RYDAL GROUP will prior to the Handover Date have spent a significant amount of time and incurred expense in preparation for the provision of the Fixed Network Services to the Customer. In the event that the Customer terminates the Contract for Fixed Network Services prior to the Handover Date it shall pay to RYDAL GROUP £500 plus vat. This clause 5.17 shall not apply where the Customer is a Small Business Customer. Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services at any time prior to commencement of the supply of such Services.

5.16.2 The Customer acknowledges and accepts that it is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly stated on the Order Form that Rydal Group will pay for such charges in which case Rydal Group will pay for such charges but limited to those specifically as set out on the Order Form.

5.17 The following provisions of this clause 5.18 shall apply in the event that after the Handover Date the Customer terminates the Contract for Fixed Network Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be ;

(a) In this clause 5.18 Remainder of the Term means(where the Customer terminates or is deemed to have terminated the Contract in breach of contract)the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract.

(b) Save where the Customer has contracted for the supply of line rental only, a Customer agrees that it shall not on lines contracted to be billed by RYDAL GROUP use those lines for calls charged for by another supplier. If in breach of this clause the Customer does use lines supplied by RYDAL GROUP for the carriage of calls charged for by another supplier the Customer shall be deemed to be in breach of the Contract for the supply of Fixed Network Services and at RYDAL GROUP' option the Customer shall be deemed to have terminated the Contract for Fixed Network Services in breach of contract and the provisions of this clause 5.18 shall apply.

(c) If in breach of contract the Customer terminates a Contract for Fixed Network Services before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be), the Customer shall be liable to pay to RYDAL GROUP an amount calculated in the following manner:-

(i) (by reference to line rental) the sum that it would have paid to RYDAL GROUP for the rental of the lines for the Remainder of the Term calculated at the rate then applying at the time of termination; plus

(ii) (by reference to call charges) either the sum of £500 or if greater the average of the monthly charges for calls incurred by the Customer for the three whole months prior to the termination of the Contract multiplied by the period of the Remainder of the Term (expressed in months)

5.17.2 The Customer accepts and acknowledges that Rydal Group will prior to the Handover Date have spent a significant amount of time and Incurred expense In preparation for the provision of the Fixed Network Services to the Customer. In the event that the Customer terminates the Contract for Fixed Network Services prior

to the Handover Date it shall pay to Rydal Group £500 plus vat. This clause 5.17 shall not apply where the Customer is a Small Business Customer. Where the Customer is a Small Business Customer,the Customer may terminate a Contract for Fixed Network Services at any time prior to commencement of the supply of such Services.

5.18 The Customer agrees not to use in connection with the Fixed Network Service provided by RYDAL GROUP any telephone number that the Customer does not have the legitimate right to use. In this regard the Customer shall not "present out" any telephone number that it does not have the right to use; such as a telephone number of a competitor.

5.19 Where RYDAL GROUP grants to the Customer a Hosted Sub Licence it shall terminate at the point when RYDAL GROUP ceases to provide to the Customer the Fixed Network Services in respect of which the Hosted Sub Licence was granted and the Hosted Sub Licence and all rights in the Hosted Sub Licence shall revert to and be owned in their entirety by RYDAL GROUP**.**

6. TERMS APPLICABLE TO DATA SERVICES

6.1 Subject to clause 6.6, the supply of the Data Services shall commence on the Commencement Date and shall continue for the Minimum Term.

6.2 Subject to the remaining provisions of this clause if the Commencement Date for the provision of Data Services has not occurred prior to the first anniversary of the Contract Date for the Data Services then the Contract in respect thereof shall be deemed to have terminated. RYDAL GROUP may by giving written notice to the Customer extend the period referred to in this clause by six months if the reason why the Commencement Date has not occurred is outside of the control of RYDAL GROUP. Further, the period may be extended in by such period as RYDAL GROUP and the Customer agree. The rights of the parties that have accrued prior to such termination shall not be affected by such termination.

6.3 Subject to clause 6.5 the Data Services Contract shall automatically extend for three years (Extended Term) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Data Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

6.4 If for any reason clause 6.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 6.4 shall apply. Subject to clause 6.5 the Data Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Data Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

6.5 Where the Customer is a Small Business Customer, the Customer may terminate the Data Services Contract by giving not less than 90 days notice in writing to RYDAL GROUP, such notice to expire no earlier than the end of the Minimum Term.

6.6 The provision of any Data Services by RYDAL GROUP under a Data Services Contract is conditional on:

(a) RYDAL GROUP carrying out such surveys as it considers necessary to satisfy itself that that it is feasible for it to supply the Data Services and RYDAL GROUP being satisfied with the results of such surveys;

(b) RYDAL GROUP not being prevented by circumstances and factors outside of its control from being able to supply the Data Services. Examples of such circumstance and factors include (without limit) the infrastructure not being able to support the Data Services, the Customer not obtaining the necessary permission from third parties such as a landlord to install the necessary infrastructure, or a public body such as a local authority or highways authority withholding consent to the installation of the infrastructure where such consent is required;

(c) the installation of the lines over which the Data Services are to be provided and such lines being fully operational; and

d) the Customer providing to RYDAL GROUP to its satisfaction accurate information and data to enable RYDAL GROUP to calculate the Charges and to carry out or commission a site survey.

6.7 if, following carrying out the surveys as are referred to at clause 6.6, it is apparent that to enable the data services to be provided, infrastructure is required in addition to that is already in place, then Rydal Group will provide the Customer with a quation for the undertaking of such work, and the customer may either accept that quotation or not accept that quotation. If the customer accepts the quotation then Rydal shall arrange for the work to be carried out to instal the infrastructure required and the cost thereof shall be paid by the customer in accordance with the quotation, which shall be in addition to other costs payable by the customer. If the customer does note accept the quotation then either the customer or Rydal may terminate the contract to provide data services and Rydal will not be obliged to supply data services to the Customer

6.8 RYDAL GROUP warrants to the Customer that Data Services will be provided using reasonable care and skill. The Customer agrees that RYDAL GROUP cannot guarantee that the Data Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Data Services must be notified to RYDAL GROUP in accordance with clause 6.8.

6.9 The Customer shall notify RYDAL GROUP of any interruption, fault or error with the Data Services in accordance with RYDAL GROUP' Fault Handling Policy (available at http://www.Rydalcomms.co.uk/Term-and-Conditions) as amended from time to time. RYDAL GROUP shall use reasonable endeavours to correct or cure any interruption, fault or error with the Data Services in accordance with RYDAL GROUP' Fault Handling Policy, save that time shall not be of the essence.

6.10 Not withstanding any other provision of these Conditions, RYDAL GROUP shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of suppliers that may (wholly or partially) cause, impact or result in any interruption, fault or error with, or withdrawal of (temporarily or permanently), the Data Services.

6.11 In relation to the use of the Data Services the Customer agrees and where appropriate accepts:

(a) to comply with the obligations in clauses 5.11(a) to 5.11(i) (inclusive) as if references in those clause to Fixed Network Services were references to Data Services;

(b) not to misuse the Data Services in any way, including sending or receiving data in such a manner or volume so as to exceed agreed usage limits or so as to adversely affect the network, RYDAL GROUP or its other customers;

(c) that the speed of any Data Services or connection depends on a number of factors beyond RYDAL GROUP' control(including external factors and physical factors) (such as local availability, the distance from the exchange and peak traffic volume) and that RYDAL GROUP does not warrant or represent that the Customer's connection(s) will produce the maximum advertised speed;

(d) that except where stated otherwise in the Order Form, the Data Services do not include the supply by RYDAL GROUP of lines, modems and other equipment that might be required by the Customer to utilise the Services nor advice on these unless RYDAL GROUP is specifically engaged to do so under a separate contract which shall be in addition to the provision of Data Services under the Data Services Contract;

(e) to comply with RYDAL GROUP' Fair Use Policy (available at http://www.rydalgroup.co.uk/Term-and-Conditions) as amended from time to time;

(f) provide suitable space and environment at the Site for the equipment used in the provision of the Data Services (such as sufficient cooled space on a rack) and to do so in a timely manner. Compliance by the Customer with this clause shall be entirely at the Customers cost.

(g) In respect of any router supplied by or on behalf of RYDAL GROUP for a managed internet Ethernet circuit unless otherwise specifically agreed with RYDAL GROUP:-

(i) the router will be provided in a routed IP configuration and its sole purpose is to create an interface for the Customer to plug equipment into and it is not to be used for any other purpose;

(ii) the router is the demarcation point at which the responsibility for the provision of Data Services by RYDAL GROUP ends;

(iii) access to the command interface of the router (which would be required to configure the router) will not be provided to the Customer, nor will other functions that the router may be capable be enabled such as wireless connectivity and firewall functionality;

(iv) RYDAL GROUP is not responsible for configuration of the router other than to an IP configuration; and

(v) RYDAL GROUP shall not be responsible for installing firewalls or plugging in the router and if the Customer requires firewalls the Customer shall be responsible for processing their installation.

(h) In respect of a router supplied by or on behalf of RYDAL GROUP for an internet broadband service it will be provided in a NAT (Network Address Translation) configuration with DHCP Scope enabled unless otherwise agreed.

6.12 RYDAL GROUP is under a duty to all of its customers to preserve network integrity and capacity and avoid degradation. The Customer agrees that:

(a) if in RYDAL GROUP' reasonable opinion the Customer's use of Data Services is adversely affecting, or may adversely affect, integrity and capacity of networks, RYDAL GROUP may take such steps as it deems appropriate to manage the Customer's Data Services;

(b) RYDAL GROUP and/or the Carrier may take such steps as it deems necessary to stop emails that appear to be bulk emails or which appear to be or of an unsolicited nature from entering networks and this may including blocking access to or delivery of any such emails; and

(c) RYDAL GROUP and/or the Carrier may operate virus screen technology which may result in the deletion or alteration of emails or their attachments.

6.13 Where the Data Services involve the supply of VOIP services, then it is agreed that the following shall apply and the Customer accepts that:

(a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and that any suspension or interruption of the VOIP service may result in the Customer being unable to make emergency calls;

(b) the VOIP services are generally not considered to be as reliable as calls made over conventional telephone lines and Customers are advised to maintain the ability to make telephone calls other than as through a VOIP system, such as by maintaining a conventional telephone line;

(c) the Customer acknowledges that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond RYDAL GROUP' control, such as those specified in clause 18.1 (force majeure);and

(d) the VOIP services may not offer all of the features or resilience that the Customer may expect from a conventional telephone line.

6.14 Other than Equipment purchased by the Customer, any equipment installed or supplied by RYDAL GROUP to the Customer in connection with the Data Services (including but not limited to routers) shall at all times remain the property of RYDAL GROUP. The provisions of clauses 4.3 (a) to (d) shall apply to all such equipment. The Customer shall return such equipment to RYDAL GROUP immediately on request or cessation of the provision of Data Services and the Customer shall be liable for all costs, losses, damages and expenses incurred by RYDAL GROUP for the repair, recovery and replacement of such equipment.

6.15 Upon termination of the Data Services Contract (for whatever reason), the Customer shall return any routers installed or supplied by RYDAL GROUP to the Customer in connection with the Data Services at the Customer's cost. If such routers are not returned within seven days following the termination of the Data Services Contract, RYDAL GROUP reserves the right to charge the Customer a fee in respect of each router, as specified in the Tariff.

6.16 Where the Customer wishes to transfer the provision of any lines or services from another supplier to RYDAL GROUP, the Customer shall:

(a) provide to RYDAL GROUP such accurate information as is required by RYDAL GROUP to enable the migration from the current supplier; and
(b) be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer.

Standard Terms of business

6.17 The Customer acknowledges and accepts that it is liable for all cancellation or termination payments and charges (including without limitation any early termination charges) levied by a previous supplier for the transfer of the provision of services and lines to RYDAL GROUP unless it is stated on the Order Form that RYDAL GROUP will be responsible for the payment of such Charges.

6.18 The Customer accepts and acknowledges that RYDAL GROUP will prior to the Connection Date have spent a significant amount of time and incurred expense in preparation for the provision of the Data Services to the Customer. In the event that the Customer terminates the Contract prior to the Connection Date it shall pay to RYDAL GROUP:

(a) £500 plus vat in respect of the time spent by RYDAL GROUP in preparation for the provision of the Data Services to the Customer; and

(b) an amount equal to the direct expenses (plus vat) incurred by RYDAL GROUP to its supplier(s) in the preparation of Data Services to the Customer limited to £2,000. This clause 6.17 shall not apply where the Customer is a Small Business Customer.

Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Data Services at any time prior to commencement of the supply of such Data Services.

6.19 The following provisions of this clause 6.19 shall apply in the event that after the Connection Date the Customer terminates the Contract for Data Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case maybe

(a) In this clause 6.19 **Remainder of the Term** means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract)the period that the Contract would have had left to run if the Customer had instead terminated it at the earliest following opportunity without being in breach of contract. Where the Customer terminates the Contract for Data Services in breach of contract after the Connection Date but before the Handover Date then the Remainder of the Term shall be deemed to have commenced on the Connection Date.

(b) The Customer acknowledges and accepts that to enable RYDAL GROUP to provide the Data Services to the Customer, RYDAL GROUP will enter into a contract for a fixed term with its supplier at the Connection Date. As is common with such contracts RYDAL GROUP may remain liable to its supplier whether or not the Contract for Data Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.

(c) In the event that the Customer is in breach of contract by terminating the Contract for Data Services otherwise than in accordance with clause 6.3 or 6.4 if applicable (and/or 6.5 where the Customer is a Small Business Customer) before the end of the Minimum Term or where applicable the end of an Extended Term (as the case may be) the Customer shall pay to RYDAL GROUP (subject to the provisions of clause (d) as liquidated damages an amount equal to the sum that the Customer would have been liable to pay to RYDAL GROUP for the Remainder of the Term for the Data Services (calculated at the rate which applied at the time of termination) less any reduction that may apply pursuant to the provisions of clause 6.19 (d) below. Where such termination occurs after the Connection Date but before the Commencement Date then the rate shall be the rate that would have applied at the Commencement Date had the Contract not been terminated.

(d) If the provisions of clause 6.19 (c) apply and in the event that a supplier used by RYDAL GROUP to provide the Data Services to the Customer reduces the amount that it charges to RYDAL GROUP from that which it is contractually entitled to charge in respect of the Remainder of the Term RYDAL GROUP shall advise the Customer of the amount of the reduction and that reduction shall be deducted from the amount payable under clause 6.19(c).

7. TERMS APPLICABLE TO IT SUPPORT SERVICES

7.1 For the purpose of the IT Support Services, the following terms shall have the following meanings:

Service Level Agreement: the service levels for the provision of IT Support Services as set out at http://www.rydalcomms.co.uk/Term-and-Conditions as varied from time to time

System: the hardware, operating systems and software listed in the Order Form.
Support Hours: the hours listed on the Order Form.

Out of Hours: such hours and times that not within the Support Hours.

Support Request: includes the following are quest submitted by the Customer via telephone or email for support by RYDAL GROUP under the IT Support Services; and automated messages for support generated by the System and sent directly to RYDAL GROUP for attention.

7.2 Subject to clause 2.2, the supply of the IT Support Services shall commence on the Commencement Date and continue for the Minimum Term. Where any Additional IT Users or Additional Software Licences are added beyond the quantity provided in the original order form, the associated fees for these additional services are due, for the remainder of the current term or for a minimum of 12 months whichever is greater.

7.3 The IT Support Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the IT Support Services Contract at the end of the Initial Period or the relevant Extended Term, as the case may be.

7.4 If for any reason clause 7.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 7.4 shall apply. The IT Support Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the IT Support Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

7.5 The provision of any IT Support Services by RYDAL GROUP under an IT Support Services Contract is conditional on:

(a) RYDAL GROUP carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the IT Support Services; and

(b) the Customer providing to RYDAL GROUP to its satisfaction accurate information and data to enable RYDAL GROUP to provide IT Support Services.

7.6 Subject to the Customer's payment of the Charges, RYDAL GROUP will provide the IT Support Services to the Customer:

(a) during Support Hours, unless support during Out of Hours is requested by the Customer and this is agreed to be provided by RYDAL GROUP;

(b) meeting or exceeding the service levels referred to in the Service Level Agreement;

(c) remotely, unless otherwise agreed between RYDAL GROUP and the Customer.

7.7 In relation to the use of the IT Support Services the Customer agrees:

(a) that the IT Support Services shall be provided by RYDAL GROUP remotely, unless otherwise agreed.

(b) to permit RYDAL GROUP remote access to its System and inform RYDAL GROUP of any changes to passwords or other security devices to enable RYDAL GROUP to access the System.

(c) to keep back-up copies of its operating systems and software.

(d) to keep back-up copies of its data in line with recommendations made by the relevant software providers or RYDAL GROUP from time to time.

(e) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist RYDAL GROUP in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.

(f) to promptly check that files have been restored from back-up when restoration from back-up has been tested.

7.8 RYDAL GROUP shall prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported and use its reasonable endeavours to respond to all Support Requests with a break fix in accordance with the response times set out in the Service Level Agreement.

7.9 RYDAL GROUP will seek to acknowledge all Support Requests within one working office hour of being logged.

7.10 The Customer acknowledges and agrees that:

(a) in the event that a fault in the System is caused by an error or defect in the operating system or software, the sole responsibility of RYDAL GROUP will be to notify the Customer of the issue and to devise (where possible) a workaround for the Customer;

(b) the sole responsibility of RYDAL GROUP in respect of any hardware issues shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty;

(c) RYDAL GROUP will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures.

7.11 In the event that the Customer requests and RYDAL GROUP provides IT Support Services in excess of the Customer's allocated allowance, RYDAL GROUP shall be entitled to charge additional fees for such services in accordance with clause 9.10.

7.12 RYDAL GROUP shall, at the request and cost of the Customer, provide the Customer with a report summarising the Support Requests received, the time of receipt, the time of response and the time the Support Request is cleared. Any such request must be made in writing to RYDAL GROUP and the Customer acknowledges and agrees that reports can only be provided by RYDAL GROUP in respect of the month or months following the receipt of the request.

7.13 RYDAL GROUP warrants to the Customer that the IT Support Services will be rendered by personnel with appropriate skills and experience to provide the IT Support Services. The Customer agrees that RYDAL GROUP cannot guarantee that the provision of the IT Support Services will cause the System to work without interruption or error. The warranties provided by RYDAL GROUP in clause 3.4 and this clause 7.13 shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the IT Support Services.

7.14 The Customer warrants to RYDAL GROUP that it owns or has the benefit of a valid and subsisting licence to use every element of the System and it has full authority to permit RYDAL GROUP to perform the IT Support Services hereunder.

7.15 The Customer will fully indemnify and hold harmless RYDAL GROUP against all costs, expenses, liabilities, losses, damages and judgments that RYDAL GROUP may incur or be subject to as a result of a breach of clause 7.14.

7.16 Introduction Fees and Non-Solicitation of Rydal Group Employees

(a) In this clause 7.16 the following terms are defined as follows.

"Helpdesk Service" the service provided by Rydal Group to Customers by which Rydal Group provides assistance to the Customer in respect of IT matters by telephone and/or remote electronic access. "Restricted Rydal Group Employee" means an employee or former employee who has as an employee of Rydal Group:

- attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; or

- personally, provided IT Support Services directly to the Customer via the Helpdesk Service; or

- both attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer and personally provided IT Support Services directly to the Customer via the Helpdesk Service "Relevant Date" the last occurring of:

the date when the Restricted Rydal Group Employee last attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; and the date when the Restricted Rydal Group Employee last provided the IT Support Services to the Customer via the Helpdesk Service.

(b) The Customer shall not without the express written consent of Rydal Group within 12 months from the

Relevant Date employ, recruit, hire or otherwise engage a Restricted Rydal Group Employee.

(c) If contrary to the provisions of clause 7.16(b) the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted Rydal Group Employee without the prior written consent of Rydal Group then by way of an introduction fee the Customer shall pay to Rydal Group an amount equal to the greater of;

(i) 50% of the remuneration paid to the Restricted Rydal Group Employee by Rydal Group in the preceding 12 calendar months prior to the Relevant Date; or

(ii) the sum of £12,500
Such sums exclusive of VAT which if applicable is payable in addition.

(d) If the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted Rydal Group Employee without the prior written consent of Rydal Group then the Customer will, by way of liquidated damages, pay to Rydal Group an amount equal to the greater of those amounts calculated or set out in clauses and 7.16(c).

8. TERMS APPLICABLE TO MOBILE SERVICES

8.1 For the purpose of the Mobile Services, the following terms shall have the following meanings:

Airtime Provider: the relevant mobile network operator or wireless communications service provider.

Connection: connection to any Airtime Provider's network.

Hardware Fund: the fund all located to the Customer to allow it to purchase equipment in connection with the Mobile Services.

Retail Mobile Services: the mobile services to be provided by RYDAL GROUP to the Customer, where the Customer is directly contracted with an Airtime Provider.

Support Hours: 9 am to 5.30 pm (GMT).

Wholesale Mobile Services: the mobile services to be provided by RYDAL GROUP to the Customer, where the Customer is directly contracted with RYDAL GROUP and not an Airtime Provider.

8.2 Subject to clause 2.2, the supply of the Mobile Services shall commence:

(a) In the case of Wholesale Mobile Services on the Commencement Date and continue for the Minimum Term.

(b) In the case of Retail Mobile Services on the date the contract between the Customer and the Airtime Provider is signed by the Customer and processed by the Airtime Provider and continue until it expires, is terminated by the Airtime Provider, or the Customer is otherwise released from the contract by the Airtime Provider.

8.3 In the case of Wholesale Mobile Services, the Mobile Services Contract shall automatically extend for three years (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Initial Period or the relevant Extended Term, as the case may be.

8.4 If for any reason clause 8.3 is deemed to be unreasonable and unenforceable by way of a final court judgment then this clause 8.4 shall apply. The Mobile Services Contract shall automatically extend for 12 calendar months (**Extended Term**) at the end of the Minimum Term and at the end of each Extended Term. Either party may give notice in writing to the other party no later than 90days before the end of the Minimum Term or of the end of the relevant Extended Term, to terminate the Mobile Services Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

8.5 The provision of any Mobile Services by RYDAL GROUP under a Mobile Services Contract is conditional on:

(a) the Customer providing to RYDAL GROUP to its satisfaction accurate information and data to enable RYDAL GROUP to provide Mobile Services;

(b) Network coverage;

(c) Availability of equipment.

8.6 Subject to the Customer's payment of the Charges, RYDAL GROUP will provide support for the Mobile Services to the Customer as follows:

(a) In the case of Wholesale Mobile Services, remote support during Support Hours, unless otherwise agreed between RYDAL GROUP and the Customer with on-site support being chargeable.

(b) In the case of Retail Mobile Services, limited support during Support Hours in accordance with the Airtime Provider's terms with on-site support being chargeable.

8.7 RYDAL GROUP shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.

8.8 In relation to the use of the Mobile Services the Customer agrees:

(a) that any support for the Mobile Services shall be provided by RYDAL GROUP remotely, unless otherwise agreed;

(b) to keep their data backed-up and ensure that software updates are maintained;

(c) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist RYDAL GROUP in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.

8.9 The Customer acknowledges and agrees that:

(a) RYDAL GROUP bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software;

(b) the sole responsibility of RYDAL GROUP in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware

shall be undertaken in accordance with the manufacturer's warranty.

(c) RYDAL GROUP will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system.

(d) in recognition of the fact that RYDAL GROUP may be entitled to receive payments from the Airtime Provider as a result of the Customer taking up the Mobile Services, the Customer will remain liable to RYDAL GROUP and shall not avoid liability to RYDAL GROUP if the Airtime Provider releases the Customer from its contract for any reason, including (without limitation) if the Customer is released due to an error on the part of the Airtime Provider where the Customer has signed for two (2) years.

8.10 RYDAL GROUP warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that RYDAL GROUP cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to RYDAL GROUP using the telephone help desk referred to in clause 8.7. The warranties provided by RYDAL GROUP in clause 3.4 and this clause
8.10 shall be in line of fund shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.

8.11 The Customer warrants to RYDAL GROUP that, where RYDAL GROUP provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is. for the Customer to receive and/or use the Mobile Services. By way of example and without limitation, the Customer must check and ensure that any handset it proposes to use is unlocked and this shall not be the responsibility of RYDAL GROUP.

8.12 Notwithstanding any other provision of these Conditions, RYDAL GROUP shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault err or with or withdrawal of (temporarily or permanently)the Mobile Services.

8.13 The Customer will fully indemnify and hold harmless RYDAL GROUP against all costs, expenses, liabilities, losses, damages and judgments that RYDAL GROUP may incur or be subject to as a result of a breach of clause 8.11.

8.14 Any equipment supplied or installed by RYDAL GROUP to the Customer in connection with the Mobile Services (including but not limited to SIMs, handsets and any subsidised equipment) shall at all times remain the property of RYDAL GROUP, except where the equipment has been purchased by the Customer in accordance with clause 4. Clause 4.3 shall apply to such equipment as if it were deemed to be Equipment. The Customer shall return such equipment to RYDAL GROUP immediately on request and shall be liable for costs, losses, damages and expenses incurred by RYDAL GROUP for the repair, recovery and replacement of such equipment.

8.15 Upon termination of the Mobile Services Contract (for whatever reason), the Customer shall return any handsets and SIMs installed or supplied by RYDAL GROUP to the Customer in connection with the Mobile Services at the Customer's cost. If such handsets and SIMs are not returned within seven (7) days following the termination of the Mobile Services Contract, RYDAL GROUP reserves the right to charge the Customer a fee in respect of each handset, such fee being the full market value of the handset(s) at the time of being supplied to the Customer.

8.16 In relation to any equipment that is supplied or installed by RYDAL GROUP to the Customer in connection with the Mobile Services hereunder, except for equipment purchased by the Customer under clause 4, the following shall apply:

(a) The Customer shall notify RYDAL GROUP in writing within three (3) Business Days of receipt if the any of the equipment is damaged, or if the order has been incorrectly fulfilled;

(b) RYDAL GROUP is not obliged to offer the Customer a refund, exchange or credit to the Hardware Fund in the event that equipment is ordered by the Customer in error;

(c) RYDAL GROUP is not obliged to agree to any upgrades to the equipment it supplies to the Customer at any time, including during or after the Minimum Term (if applicable) but if it does, RYDAL GROUP shall be entitled to extend the Minimum Term;

(d) The supply of equipment by RYDAL GROUP to the Customer shall be subject to availability.

8.17 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by RYDAL GROUP in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.

8.18 Where the Mobile Services Contract is completed, then full title of any handsets supplied by RYDAL GROUP shall transfer to the Customer. Any unclaimed hardware funds or cashback cannot be redeemed after the end of the term.

8.19 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to RYDAL GROUP invoicing the full amount, and to pay that amount in line with RYDAL GROUP' standard payment terms. This may be resisted prior to the end of the term and be come due for payment.

8.20 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period, the Customer shall pay to RYDAL GROUP a lump sum termination payment calculated as the total amount of the Hardware Fund initially provided to the Customer at the point of connection or renewal, as applicable, minus any unspent amount currently held by RYDAL GROUP.

8.21 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and the Hardware Fund has been fully utilised by the Customer, the Customer shall pay to RYDAL GROUP a lump sum equal to the Hardware Fund provided for the Connection(s) in question, based on the value of the Hardware Fund provided at the commencement of the current minimum period.

8.22 Where the Customer terminates any Connection prior to the expiry of that Connection's minimum period and equipment has been supplied either free of charge or at a reduced rate, the Customer shall pay to RYDAL GROUP a

lump sum equal to the equipment provided for the Connection(s) in question, based on the market value of the equipment provided at the commencement of the current minimum period.

8.23 The sums stipulated in clauses 8.20, 8.21 and 8.22 will be charged in addition to any contractual early termination fees imposed by either RYDAL GROUP, or the applicable Airtime Provider in relation to the contract with said Airtime Provider.

9. CUSTOMER'S GENERAL OBLIGATIONS AND TERMS APPLICABLE TO ALL SERVICES

9.1 In relation to the Services, the Customer:

(a) shall ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

(b) shall co-operate with RYDAL GROUP in all matters relating to the relevant Services;

(c) shall provide RYDAL GROUP, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by RYDAL GROUP;

(d) shall provide RYDAL GROUP with such information and materials as RYDAL GROUP may reasonably require in order to supply the relevant Services and/or Equipment, and ensure that such information is accurate in all material respects;

(e) shall prepare its premises for the supply of the relevant Services (where applicable);

(f) shall obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start (where applicable);

(g) agrees that RYDAL GROUP may from time to time monitor or record calls made to RYDAL GROUP or by RYDAL GROUP to improve customer service, for training or for marketing purposes;

(h) agrees that RYDAL GROUP shall not be liable or responsible for any failure or delay in the Services due to or in connection with any third party infrastructure applicable to the supply of any Services;

(i) agrees to co-operate with any criminal investigations or any investigation of any regulatory body that is applicable to the supply of any of the Services;

(j) be responsible for ensuring the accuracy of all specifications, drawings, sketches, plans, descriptions and instructions provided to RYDAL GROUP in connection with the supply of any Services and/or Equipment; and

(k) shall comply with all Service Specific Conditions.

9.2 The Customer is responsible and shall be liable to RYDAL GROUP for the use of the Services (including for any Charges incurred) by the actions of any of its employees and any other person who has been given access to use the Services by the Customer and any person who gains access to use the Services for fraudulent purposes including in each case where such use was not authorised by the Customer. The Customer is strongly advised to install robust and effective security provisions to prevent unauthorised and/or fraudulent use.

9.3 If RYDAL GROUP's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation or comply with any obligation or policy under the Conditions (Customer Default):

(a) RYDAL GROUP shall without limiting its other rights or remedies have the right to suspend performance of any Service 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 to the extent that the Customer Default prevents or delays RYDAL GROUP' performance of any of its obligations;

(b) RYDAL GROUP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from RYDAL GROUP' failure or delay to perform any of its obligations as set out in this clause 9.3; and

(c) the Customer shall reimburse RYDAL GROUP on written demand for any costs or losses sustained or incurred by RYDAL GROUP arising directly or indirectly from the Customer Default.

9.4 Without prejudice to clause 9.3 or any other remedy available to RYDAL GROUP, RYDAL GROUP shall be entitled to suspend the performance of any Service or terminate the Contract relating to the relevant Service without further liability to the Customer in the event that RYDAL GROUP:

(a) is obliged to comply with any order, instruction or request of any competent governmental body;

(b) terminates the provision of telecommunications services;

(c) in its reasonable opinion, RYDAL GROUP or the Carrier believes the Service are being used fraudulently or unlawfully; or

(d) in its reasonable opinion RYDAL GROUP or the Carrier needs to carry out improvements or repairs to any networks or equipment relating to the applicable Services.

9.5 RYDAL GROUP shall not be liable for any charges resulting from or in connection with fraudulent or unauthorised use of a Service and/or Equipment and the Customer shall be responsible for and pay all charges, costs, fees and expenses resulting from or in connection with any fraudulent or unauthorised use of any Service and/or Equipment.

9.6 The Customer acknowledges and accepts that it is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly stated on the Order Form that RYDAL GROUP will pay for such charges in which case RYDAL GROUP will pay for such charges but limited to those specifically as set out on the Order Form.

9.7 The customer acknowledges they have 6 months from the connection date to claim any early term fee settlements Rydal Group have agreed to pay on the order form(s). A copy of the third party invoice along with the customers invoices is required for pay out. Pay out is 30 days from Rydal Group acceptance that the third party invoice is correct.

9.8 Zero Tolerance to Harassment and Unacceptable Behaviour

(a) RYDAL GROUP operates a zero-tolerance policy towards harassment, discrimination, abuse and threatening behaviour. The Customer shall ensure that its employees, officers, agents and contractors treat RYDAL

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GROUP's personnel (including its employees, subcontractors and agents) with dignity and respect at all times, whether communicating in person, by telephone, in writing or electronically.

(b) The Customer shall not subject, and shall take all reasonable steps to prevent any third party at the Site from subjecting, RYDAL GROUP's personnel to any conduct that constitutes harassment (including sexual harassment or harassment related to age, disability, gender reassignment, race, religion or belief, sex or sexual orientation) or abusive behaviour.

(c) Without prejudice to any other rights or remedies under the Contract, RYDAL GROUP reserves the right immediately to:

(i) withdraw its personnel or subcontractors from the Site or cease providing on-site Services where its personnel reasonably perceive a risk to their safety or wellbeing; and/or

(ii) terminate telephone calls, suspend remote IT Support Services or restrict the Customer's communication channels in the event of abusive or harassing behaviour.

(d) Any breach of clause 9.8(a) or 9.8(b) shall constitute a Customer Default under clause 9.3. RYDAL GROUP shall not be liable for any delay or failure in performance resulting from action taken under clause 9.8(c), and the Customer shall remain liable for all applicable Charges, including any abortive call-out fees or re-attendance charges in accordance with clause 10.6.

10. CHARGES AND PAYMENT FOR SERVICES

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10.1 The Charges for the Services and/or the Equipment shall be charged to and payable by the Customer in accordance with this clause 10 and in the case of Data Services and Fixed Network Services in accordance with this clause 10 and clause 11.

10.2 The Charges for the Equipment and Installation Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form, Charges for Equipment and Installation Services shall be payable on Delivery.

10.3 The Customer shall pay any deposit specified in the Order Form within seven days of submitting the Order Form to RYDAL GROUP.

10.4 The Charges for the Maintenance Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form, Charges for Maintenance Services shall be payable annually in advance with the first payment due on the Commencement Date and continuing to be payable there after on each anniversary of the Commencement Date.

10.5 Where clause 4.10 applies in relation to Maintenance Services, RYDAL GROUP shall be entitled to make such additional charges as are calculated in accordance with the Tariff.

10.6 RYDAL GROUP may charge the Customer a call out fee where such a call out occurs based on incorrect information being provided to RYDAL GROUP or where a call out occurs but the operative is unable to gain access to the premises within the times notified to the Customer for the call out.

10.7 The Charges for the Maintenance Services shall increase on each anniversary of the Commencement Date by 8%.

10.8 The Charges for the IT Support Services shall be as specified in the Order Form and calculated in accordance with these Conditions. Except as otherwise specified in the Order Form or these Conditions, Charges for IT Support Services shall be payable monthly in advance with the first payment due on the Commencement Date and continuing to be payable each month thereafter on the anniversary of the Commencement Date.

10.9 Where IT Support Services are provided during Out of Hours or at the Customer's premises (or such location as is required by the Customer), the Charges shall be calculated by reference to the applicable hourly rates specified in the Order Form, or, if not stated in the Order Form, such hourly rates as specified in the Tariff. RYDAL GROUP may invoice the Customer in respect of such services rendered, immediately after their provision.

10.10 Where clause 7.11 applies in relation to the IT Support Services, RYDAL GROUP shall be entitled to make such additional charges as are calculated in accordance with or stipulated in the Tariff.

10.11 RYDAL GROUP shall not increase the monthly charge or its hourly rates in respect of the IT Support Services unless the Customer's network or user count has increased and at which point, any increase would need to be agreed by both parties prior to any increase being applied. The Customer's network and user count will be reviewed by RYDAL GROUP every six months from the Commencement Date.

10.12 The provisions of this clause apply to any proposed increase in the Charges other than those referred to in clause 10.14 (which reflect an increase caused by regulatory changes in respect of which the provisions of clause 10.14 apply). RYDAL GROUP reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff). RYDAL GROUP will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify RYDAL GROUP in writing within 14 days of the date of Rydal Group' notice that the Client wishes to terminate the Contract, failing which the Customer shall be deemed to have accepted the changes.

10.13 Where Charges are calculated according to the Customer 's usage, such usage shall be determined by reference to data recorded or logged by Rydal Group and not by reference to any data recorded or logged by the Customer.

10.14 Subject to applicable regulations, RYDAL GROUP reserves the right to increase its Charges for any Service (including without limitation by revising any Tariff) as a result of any increase in charges made to RYDAL GROUP by third party providers to it by a sum equal to any such increase. In addition to this, Rydal Group reserves the right to increase its prices in line with the consumer price index + 3.9% annually. The increase will take effect in April each year and use the CPI figure published in January of that year. If the consumer price index is negative, there will be no change to your prices in the relevant year. In such circumstances the Customer shall not have the right to cancel the Contract

10.15 Where RYDAL GROUP proposes to increase its Charges for any Service (including by revising without limitation any Tariff) as a consequence of a regulatory change and that the increase is no greater than the additional cost to RYDAL GROUP caused by the regulatory change, it will give the Customer written notice of any such increase not less than 30 days before the proposed date of the increase. In such circumstances the Customer shall not have the right to cancel the Contract.

10.16 Except where otherwise specified in these Conditions or the relevant Order for any Service, the Customer shall pay each invoice submitted by RYDAL GROUP:

(a) within14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by RYDAL GROUP.

10.17 Time for payment of all Charges shall be of the essence of the Contract.

10.18 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).The Customer shall pay to RYDAL GROUP such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

10.19 Invoices shall be deemed to have been accepted if the Customer does not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to RYDAL GROUP within 30 days of the date of the invoice.

10.20 If the Customer fails to make any payment due to RYDAL GROUP under the Contract by the due date for payment, then the Customer shall pay interest on the

overdue amount at the rate of 4% per cent per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

10.21 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). RYDAL GROUP may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by RYDAL GROUP to the Customer.

10.22 RYDAL GROUP may exercise a lien over any equipment or goods in RYDAL GROUP' possession belonging to the Customer, for all monies payable by the Customer to RYDAL GROUP.

10.23 Any delay in RYDAL GROUP raising an invoice for any Charges shall not prohibit RYDAL GROUP from raising an invoice for the applicable Charges at a later date and the Customer shall pay such Charges.

10.24 RYDAL GROUP reserves the right to make additional charges for paper billing, late payment, reconnection, non-direct debit payment methods and incorrect fault reporting by the Customer. Such charges are as published by RYDAL GROUP from time to time and are published at http://www.rydalcomms.co.uk/standardtariff.

10.25 Rydal Group may at its sole discretion refuse to provide support in respect of the relevant Services and/or support any Equipment if the Customer fails to pay one or more invoice by the relevant due date, and the Customer acknowledges and agrees that any such support may be withheld until Rydal Group is satisfied that any outstanding payment has been made or outstanding balance rectified.

10.26 Rydal Group reserves the right to recover any costs it incurs, including legal fees, on a full indemnity basis as a result of the Customer's failure to comply with these Conditions and/or any Service Specific Conditions**.**

11. ADDITIONAL TERMS RELATING TO CHARGES FOR DATA SERVICES AND FIXED NETWORK SERVICES

11.1 The Charges for the Fixed Network Services and the Data Services shall be as detailed in the Order Form (subject always to clause 10.7) and as otherwise determined in accordance with the Contract.

11.2 Charges for line rental are payable from the Handover Date monthly in advance by direct debit, or such other method as is specified in the Order.

11.3 The Customer shall pay for all Charges for calls whether made by the Customer or any third party. Subject to clause

11.4 , RYDAL GROUP shall invoice the Customer monthly in arrears for all call Charges and the Customer shall pay such invoice within 14 days of the date of the relevant invoice by direct debit. 11.4 Notwithstanding clause 11.2 and clause 11.3, RYDAL GROUP reserves the right to invoice the customer for Charges at any time.

11.5 If RYDAL GROUP supplies the Customer with any temporary Data Services and/or Fixed Network Services, it may charge the Customer in advance for the whole period during which the temporary services are to be provided.

11.6 RYDAL GROUP shall have the right to charge a minimum fee for calls of not less than £4.50 per month in the event that the Customer's call charges do not exceed this sum in any month.

11.7 In respect of Fixed Network Services that include or comprise only of inbound voice services and inbound numbers, the Customer acknowledges and agrees that Rydal Group shall have based its Charges for the Contract upon forecast information provided by the Customer about total number and duration of calls for the inbound numbers.

11.8 The Customer further acknowledges and agrees that Rydal Group may apply a charge (calculated monthly and payable by the Customer in arrears) for each inbound number which, either, does not carry any traffic for any one month period, or, carries traffic which is at least 50% lower than that outlined in the forecast provided under clause 11.7.

12. ADDITIONAL TERMS RELATING TO CHARGES FOR MOBILE SERVICES

12.1 In respect of Wholesale Mobile Services the Customer acknowledges and agrees that RYDAL GROUP may at its discretion increase the Charges for line rental provided that RYDAL GROUP gives the Customer not less than 30 days' written notice prior to the increase, such increase to be capped at 5% in any one year.

12.2 Charges in respect of calls are subject to fluctuation or change by RYDAL GROUP without notice to the Customer.

13. CANCELLATION CHARGE

If the Customer cancels a Service, RYDAL GROUP may charge and the Customer shall pay a fee in respect of each such cancellation (Cancellation Fee).

14. CONFIDENTIALITY AND DATAPROTECTION

14.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party may disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 15 shall survive termination of the Contract.

14.2 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws. In this clause 14, references to 'Controller', 'Processor', 'Data Subject', 'Personal Data' , 'Personal Data Breach', 'Process', 'Processed' and 'Processing', have the meanings set out in, and will be interpreted in accordance with, the Data Protection Laws.

14.3 The Customer acknowledges and accepts that Rydal Group may use the information that the Customer provides to Rydal Group in the course of becoming a 'Customer' (which may include Personal Data) for the purposes of supplying the Equipment and/or Services to the Customer, improving the Services, statistical analysis and marketing. Where relevant, for the purposes of Data Protection Laws, Rydal Group Ltd. is the Controller for any

such Personal Data. Rydal Group may share such data (or any part of it) with its third party service providers to enable Rydal Group to supply the Equipment and/or Services to the Customer in accordance with the Contract. Rydal Group will Process Personal Data in accordance with applicable Data Protection Laws and as set out in Rydal Group' Privacy Policy, a copy of which can be found at https://www.rydalcomms.co.uk/privacy-policy/

14.4 The Customer acknowledges and accepts that the Customer may provide and Rydal Group may Process Personal Data belonging to or relating to the Customer's clients, staff and other contacts, on the Customer's behalf, and the Customer further acknowledges and accepts that Rydal Group may share such data (or any part of it) with its third party service providers to enable Rydal Group to supply the Equipment and/or Services to the Customer in accordance with the Contract. In respect of such Personal Data, Rydal Group shall be the Processor, and the Customer shall at all times be the Controller.

14.5 Without prejudice to the generality of clause 14.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Rydal Group for the duration and purposes of this Contract and the Customer will only disclose to Rydal Group the Personal Data required to perform its obligations under the Contract.

14.6 The details of the Processing operations conducted by Rydal Group are as set out below and as may be updated from time to time as agreed in writing between the parties:

(a) the subject matter of the Processing of Personal Data by Rydal Group is the performance of the Services pursuant to the Contract;
(b) subject to clause 14.7(h), Rydal Group will Process Personal Data for the duration of the Contract, unless otherwise agreed upon in writing between the parties;
(c) (c) Rydal Group will Process Personal Data received under the Contract only for the purposes set forth in the Contract and as generated by the Customer's (or its employees', agents' or subcontractors') use of the Services;
(d) the data Processed may include the following types of Personal Data:

(i) name;
(ii) title;
(iii) company;
(iv) email address;
(v) postal address;
(vi) telephone number;
(vii) contract records;
(viii) position;
(x) passwords;

(e) The data Processed may concern the following categories of Data Subjects, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

(i) the Customer's employees, directors and contractors;

(ii) the Customer's customers or third parties authorised by the Customer to use the Services.

14.7 Without prejudice to the generality of clause 14.2, Rydal Group shall, in relation to any Personal Data Processed in connection with the performance by Rydal Group of its obligations under the Contract:

(a) Process that Personal Data only on the documented written instructions of the Customer unless required to do so by Data Protection Laws to which Rydal Group is subject, in such a case, Rydal Group shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

(b) immediately notify the Customer if, in Rydal Group' opinion, an instruction infringes Data Protection Laws and Rydal Group will not be required to comply with that instruction;

(c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(d) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

(e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) appropriate safeguards are provided (by either Rydal Group or the Customer) in relation to the transfer;
(ii) the Data Subject has enforceable rights and effective legal remedies;
(iii) Rydal Group complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
(iv) Rydal Group complies with reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;

(f) taking into account the nature of the Processing, including by appropriate technical and organisational measures, insofar as this is possible, assist the Customer, at the Customer's cost, in responding to any Data Subject access requests and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Data Protection Laws to store the Personal Data;
maintain complete and accurate records and information and, upon the Customer's prior written request at reasonable intervals, make available to the Customer all information necessary to demonstrate Rydal Group' compliance with this clause 14 and allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor, provided that the Customer

(i) provides Rydal Group reasonable prior written notice, in any event being not less than 30 Business Days, of such audit and/or inspection being required by the Customer;

(iii) Rydal Group and the Customer mutually agreeing upon the scope, timing and duration of the audit and/or inspection; ensures that such audit and/or inspection is conducted during Business Days and business hours, being 9.00am to 5.00pm Monday to Friday with minimal disruption to Rydal Group' business, the sub-processors' business and the business and interests of other customers of Rydal Group;

(iv) not causes Rydal Group to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and (v) reimburse Rydal Group' reasonable charges associated with the audit and/or inspection.

14.8 The Customer consents to Rydal Group appointing third-party sub-processors of Personal Data in connection with the provision of the Services and/or Equipment under the Contract. Rydal Group will maintain an up-to-date list of sub-processors which will be available on request. Rydal Group confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 14 with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such sub-processor and in either case which Rydal Group confirms reflect and will continue to reflect the requirements of Data Protection Laws. As between the Customer and Rydal Group, Rydal Group shall remain fully liable for all acts or omissions of any sub-processors appointed by it pursuant to this clause 14.

15. LIMITATION OF LIABILITY

15.1 Nothing in the Contract shall limit or exclude RYDAL GROUP' 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 by RYDAL GROUP; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.2 Subject to clause 15.1, RYDAL GROUP shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information;

(g) any indirect or consequential loss.

15.3 Subject to clause 15.1 and clause 15.2, RYDAL GROUP' total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall, in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, be limited to the equivalent of the total Charges paid by the Customer in that period for the Equipment and/or the relevant Service in respect of which the claim arose.

15.4 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 this agreement.

15.5 If the Customer is a consumer, nothing in these Conditions shall prejudice its statutory rights.

15.6 This clause 15 shall survive termination of the Contract.

16. TERMINATION

16.1 Without limiting its other rights or remedies, RYDAL GROUP may terminate the Contract (in whole or in part) without further liability to the Customer by giving the Customer not less than 30 days written notice.

16.2 Without limiting its other rights or remedies, RYDAL GROUP may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of the Customer being notified in writing to do so;

(b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) 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 its creditors other than (where a company) for the sole purpose of a scheme for a

solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) 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 (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(e) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;

(g) 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 (being a company);

(h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

(j) any event occurs or a proceedings are taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(b) to clause 16.2(i) (inclusive);

(k) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

(l) the Customer's financial position deteriorates to such an extent that in RYDAL GROUP' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(m) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or

(n) the Customer, its officers, employees, agents or contractors commit a material or persistent breach of clause 9.8 (Zero Tolerance to Harassment and Unacceptable Behaviour).

16.3 Without limiting its other rights or remedies, RYDAL GROUP may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and fails to pay all outstanding amounts within 30 Business Days after being notified in writing to do so.

16.4 Without limiting its other rights or remedies, RYDAL GROUP may suspend provision of the Services under the Contract or any other contract between the Customer and RYDAL GROUP if the Customer becomes subject to any of the events listed in clause 16.2(b) to clause 16.2(m), or RYDAL GROUP reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to RYDAL GROUP all of RYDAL GROUP's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, RYDAL GROUP shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return any Equipment which has not been fully paid for. If the Customer fails to do so, then RYDAL GROUP may enter the Customer's premises and take possession of the Equipment. Until it has been returned, the Customer shall be solely responsible for the safe keeping of such Equipment and will not use it for any purpose not connected with the Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

17.2 Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services or Data Services at any time prior to commencement of the supply of such Services.

18. FORCE MAJEURE

18.1 For the purposes of this Contract, **Force Majeure Even**t means an event beyond the reasonable control of RYDAL GROUP including but not limited to strikes, lock-outs or other industrial disputes (whether involving the work force of RYDAL GROUP or otherwise), failure of a utility service (including without limitation street cabling, network or infrastructure failure or fault), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.

18.2 RYDAL GROUP shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

18.3 If the Force Majeure Event prevents RYDAL GROUP from providing any of the Services for more than 10 Business Days, RYDAL GROUP shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

19. GENERAL

19.1 Assignment and other dealings:

(a) RYDAL GROUP 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 (in whole or in part) and may subcontract or delegate in any manner with all or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of RYDAL GROUP, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

Standard Terms of business

19.2 Notices:

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. (Emails to RYDAL GROUP must be sent to support@rydalcomms.co.uk).

(b) A notice or other communication shall be deemed to have been received:

(i) if delivered personally, when left at the address referred to in clause 19.2(a);
(ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
(iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
(iv) if sent by e-mail, one Business Day after transmission.

(c) A notice or other communication sent by email to RYDAL GROUP must be sent to support@Rydalcomms.co.uk and if sent to a different email address shall not be deemed to have been received.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19.3 Severance:

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.4 Waiver: A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.5 No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

19.6 Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

19.7 Variation: Except asset out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by RYDAL GROUP. RYDAL GROUP reserves the right to make changes to these Conditions from time to time.

19.8 Information about RYDAL GROUP: RYDAL GROUP operates the website www.rydalcomms.co.uk. RYDAL GROUP is Rydal Group Limited, a company registered in England and Wales under company number 06738960 with its registered office at Elwes House, 19 Church Walk, Peterborough PE1 2TP. RYDAL GROUP' VAT number is 94560144. Please refer to RYDAL GROUP' website at www.rydalcomms.co.uk for information about how to contact us.

19.9 Dispute resolution: The Customer must notify any complaints or disputes to RYDAL GROUP in accordance with its Complaints and Dispute Resolution Procedure available at www.rydalcomms.co.uk. RYDAL GROUP shall use reasonable endeavours to resolve any complaint or dispute. Further information concerning the Customer's rights in relation to any dispute or complaint are specified in the Complaints and Dispute Resolution Procedure.

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

19.11 Jurisdiction: 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 noncontractual disputes or claims).

19.12 Counterparts and electronic signatures: this Agreement and any amendments to it may be executed in several counterparts, all of which taken together shall constitute one single agreement. Signatures gmay be made and delivered electronically where a specified online signature service is provided by Rydal Group.

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