

TERMS AND CONDITIONS OF "CONTACT" LIMITED (MOBILE "SERVICES" AGREEMENT)

1. INTERPRETATION

"Agreement" means all the clauses contained within the Terms and Conditions and the "Customer" Order Form combined

"SIM" A module smartcard or similar item which contains "Customer" information and which when used with "Customer" equipment enables access to the "Services".

"Customer" means the purchaser of the "Services" named on the "Customer" Order Form overleaf also referred to as "you" or "your".

"System" the public telecommunications network detailed in the "Customer Order Form" which is to be made available to the "Customer"

"System Provider" the person, firm or company who makes the System available to "Contact" for the use of "Contact's" "Customer's".

"Service Area" the area which the System Provider from time to time designates as the coverage area of the System

"ARPC" A module smartcard or similar item which contains "Customer" information and which when used with "Customer" equipment enables access to the "Services".

"Number" such telephone number allocated by "Contact" from time to time for the purpose of using the "Services".

"Third Party Network" any other telecommunication network in the United Kingdom or elsewhere which may be used by the "Customer" in conjunction with the "Services".

"Services" any "Services" which "Contact" Ltd is to provide to the Customer (including any of them or any part of them) under a Contract and detailed on the Customer Order Form overleaf

"Call Charge" A predetermined unit of time or date at the costs set out in the schedule of tariffs to be published by "Contact" from time to time, which enables use of the "Services" to be metered and for the "Customer" to be charged.

"Connection Charge" The relevant sum specified in "Customer Order Form"

"Line Rental" The relevant periodic sum described in "Customer Order Form"

"Connection" The connection of the Equipment to the system

"Connection Date" The date connections

"ARPC" Average Revenue Per "Customer" calculated from the Call Charges and Line Rental for the last three (3) months divided by the average number of "SIM" cards connected to the System over that three (3) month period

"Clawback" Reclaim charge plus VAT imposed by the System Provider on "Contact" and passed on to the "Customer" by way of an invoice

"Equipment" means any equipment which "Contact" Ltd supplies or maintains as part of the "Services" to the Customer (including any of them or any part of them) under a Contract and detailed on the Customer Order Form overleaf

"Provision" means the process of ordering, preparing and equipping a network so that it can provide (new) "Services" to its users as specified on the Customer Order Form overleaf

"Order" means any order placed by the Customer with "Contact" for the supply of the "Services" formed in accordance with the Customer Order Form.

"Customer Order Form" means the Customer Order Form overleaf

"Minimum Period" the period of 36 months (or such lesser period as set out in the Minimum Period box in the Customer Order Form) commencing from the start date of the "Services".

"Contract" means any contract between Contact Ltd and the Customer for the supply of the "Services" formed in accordance with these Terms and Conditions annexed hereto

"Supply and Maintenance Terms and Conditions" means the Supply and Maintenance Terms and Conditions annexed to these Terms and Conditions

"Act" means any legal or statutory requirement as laid out by UK Government and any other appropriate regulatory body.

"Equipment Fund" Fund allocation managed by "Contact" is determined by the connection service.

2. ACCEPTANCE OF ORDERS

2.1. "Contact" will only be bound by the order shown in the "Customer Order Form" when it has been signed by the "Customer" and accepted by "Contact"

3. CONNECTION TO THE SYSTEM AND PROVISION OF THE "SERVICES"

3.1. Subject to these terms and conditions "Contact" will procure that the Connection is made and "Contact" will use its reasonable endeavours to make the "Services" available to the "Customer" within the System Area throughout the Term (as specified in clause 4 below)

4. TERM

4.1. Unless terminated as otherwise provided in these conditions, clause 15, this Agreement shall commence on the date of acceptance by "Contact" and continue for the "Minimum Period", as stipulated in the "Customer Order Form" with thirty (30) days notice thereafter

5. PAYMENT

5.1. The "Customer" will pay "Contact" on receipt of the monthly invoices for the duration of the "Agreement".

5.1.1. The Connection charge(s), a once only payment due on the Connection Date; and

5.1.2. The Line Rental in advance with the first payment (apportioned where necessary) for the period from the Connection Date until the next month being due on the Connection Date and the second and subsequent payments in respect of each subsequent month being due every month; and

5.1.3. for all Call Charges with payments being due monthly in arrears in respect of all calls made during the preceding month the date of payment being at "Contact's" discretion.

5.1.4. for all other charges relating to the use of any Third Party Network with payment being due upon issue of the invoice; and

5.1.5. all other additional charges at "Contact's" standard rates from time to time in force in respect of any additional "Services" which "Contact" may from time to time provide the date of payment being at "Contact's" discretion.

5.2. All charges not included by the tariff allowance as agreed in the "Customer Order Form" will be charged at "Contact's" standard rates. Unused allowance cannot be carried forward from one month to the next unless expressly stated by us. Eligible calls will be set against inclusive minutes in the order in which such calls are made except for roaming calls which will be set against inclusive minutes in the month in which the calls are recorded by us following receipt of the relevant call records from the foreign network operator or clearing house.

5.3. "Contact" shall be entitled from time to time to amend the billing periods referred to in clause 5.1

5.4. Any sums due to "Contact" from the "Customer" if unpaid for more than seven (7) days after the due date shall bear interest at the rate of two (2) percent above the base rate of Barclays Bank Plc from time to time calculated from the date payment was due until the date of actual payment.

5.5. The "Customer" will pay all sums to "Contact" or to such other person as "Contact" may specify by direct debit or by such other method as "Contact" may allow.

5.6. All "Charges" are exclusive of VAT and VAT will be added at the current applicable rate.

6. NUMBERS

6.1. The mobile telephone number and any other numbers made available in connection with the use of the equipment and/or the "Services" remain the property of "Contact", the "Customer" being licensed during the term Agreement only to use the mobile telephone number to gain access to the system.

6.2. The "Customer" may only apply to "Contact" to transfer the mobile telephone numbers in relation to this agreement where those mobile telephones have been terminated in accordance with this Agreement.

7. "SIM"

7.1. The "Customer" acknowledges that any "SIM" supplied to the "Customer" remains the property of "Contact" and/or the System Provider and the "Customer" will comply with such procedures as "Contact" may notify to the "Customer" from time to time in relation to the use of the "SIM".

7.2. "Contact" will charge the "Customer" for the "SIM" at the rate specified from time to time by "Contact". Risk in the "SIM" shall pass to the "Customer" upon delivery, where delivery is deemed to be the "Customer's" Contact and Billing details as specified on the "Customer Order Form" unless otherwise advised by the "Customer" in writing in advance.

7.3. The "Customer" is responsible for any loss or damage to or unauthorised use of a "SIM" after delivery together with the cost of any replacement required.

7.4. The "Customer" will immediately notify "Contact" in the event of any "SIM" being lost or stolen and will only use the "SIM" in "Customer" equipment approved by "Contact".

7.5. "Contact" may require the "SIM" to be delivered up to "Contact" at any time and to substitute a new "SIM" for any existing "SIM". Failure to comply may result in the application of the conditions set out in clause 15.

8. DELIVERY OF EQUIPMENT

8.1. Any reference to delivery in this "Agreement" assumes that the delivery address is as specified as the address on the "Customer Order Form" unless Contact are notified in writing when the "Customer" signs the "Customer Order Form".

8.2. Any dates quoted for delivery of the "Equipment" or "Services" are approximate only and "Contact" shall not be liable for any delay in delivery of the "Equipment" howsoever caused. Time for delivery shall not be of the essence of the Agreement unless previously agreed by "Contact" in writing.

8.3. "Contact" will not be liable to the "Customer" for any loss or damage (direct or indirect) occasioned by its failure whether as a result of its negligence or otherwise to deliver the "Equipment" or "Services" by the date or within the time stated and in no case shall delay be a ground for rejecting the same.

8.4. Where the "Equipment" are to be delivered in instalments, each delivery shall constitute a separate contract and failure by "Contact" to deliver any one or more of the instalments in accordance with these Conditions or any claim by the "Customer" in respect of any one or more instalments shall not entitle the "Customer" to treat the Contract as a whole as repudiated.

8.5. If the "Customer" fails to take delivery of the "Equipment" or fails to give "Contact" adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the "Customer's" reasonable control or by reason of the "Contact's" fault) then, without prejudice to any other right or remedy available to "Contact", "Contact" may, 8.5.1. store the "Equipment" until actual delivery and charge the "Customer" for the reasonable costs (including insurance) of storage; or

8.5.2. sell the "Equipment" at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the "Customer" for the excess over the price under the Contract or charge the "Customer" for any shortfall below the price under the Contract.

8.6. Notwithstanding delivery and the passing of risk in the "Equipment", or any other provision of these Conditions, the property in the "Equipment" shall not pass to the "Customer" until "Contact" has received in cash or cleared funds payment in full of the price of the "Equipment" together with all other sums owing to "Contact" on any account whatsoever or howsoever arising have been paid in full.

8.7. Until such time as the property in the "Equipment" passes to the "Customer" (and provided the "Equipment" are still in existence and have not been resold), "Contact" shall be entitled at any time to require the "Customer" to deliver up the "Equipment" to "Contact" and, if the "Customer" fails to do so forthwith, to enter upon any premises of the "Customer" or any third party where the "Equipment" are stored and repossess the "Equipment".

8.8. Any claim by the "Customer" which is based on any defect in the quality or condition of the "Equipment" or "Services" or their failure to correspond with specification shall (whether or not delivery is refused by the "Customer") be notified to "Contact" within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the "Customer" does not notify "Contact" accordingly, the "Customer" shall not be entitled to reject the "Equipment" or "Services" and "Contact" shall have no liability for such defect or failure, and the "Customer" shall be bound to pay the price as if the "Equipment" or "Services" had been delivered in accordance with the Contract.

8.9. Where any valid claim in respect of any of the "Equipment" which is based on any defect in the quality or condition of the "Equipment" or their failure to meet specification is notified to "Contact" in accordance with these Conditions, "Contact" shall be entitled to replace the "Equipment" (or the part in question) free of charge or, at "Contact's" sole discretion, refund to the "Customer" the price of the "Equipment" (or a proportionate part of the price), but "Contact" shall have no further liability to the "Customer".

8.10. In no circumstances shall "Contact" be liable for any economic loss or damage suffered by the "Customer" howsoever caused and whether foreseeable or controllable which for the avoidance of doubt shall be taken as including any loss of profits, business revenue, goodwill, anticipated saving overhead and labour costs.

9. EQUIPMENT

9.1. If any equipment is provided to the "Customer" on a free of charge basis or a loan basis, then title in this equipment shall remain with "Contact". The "Customer" shall at their own expense, be responsible for the safe return of this equipment to "Contact" seven (7) days before the disconnection or transfer of the mobile telephone service from "Contact" service. The "Customer" shall be responsible for any loss or damage to this equipment from the point of delivery to the "Customer" and shall, at their own expense, keep this equipment in good working order, fair wear and tear accepted. "Contact" reserves the right to charge the "Customer" any reasonable costs in repairing or replacing any equipment that is not returned to "Contact" in accordance with the provisions of the clause.

9.2. Unless otherwise agreed by "Contact", the "Customer" will pay for all delivery charges.

9.3. Where equipment has been delivered and any delivery been accepted by the signature of a representative of the "Customer", then financial liability for the equipment, the monthly Line Rental and Call Charges will become the responsibility of the "Customer" for the duration of the "Minimum Period" as stipulated in the "Customer Order Form" with thirty (30) days notice thereafter.

9.4. The "Customer" agrees that any equipment supplied against "SIM" card, whether by new connection, upgrade or transfer from any other service provider or network operator will be connected and used within Thirty (30) days from the date of delivery. If the equipment is not used or connected within thirty (30) days from the date of supply them "Contact" reserves the right to connect the "SIM" card to the network.

9.5. Subsidised equipment supplied against either a new connection, migration, port or upgrade is supplied on the understanding that the equipment will generate call spend. If after three (3) months from the date of supply of the equipment, the equipment has not generated call spend, then the equipment will be invoiced at the full price to the "Customer".

9.6. Where a "Customer" wishes to upgrade or replace their equipment and/or car kit, then the upgrade and/or the replacement will be subjected to a new "Minimum Period" as stipulated in the "Customer Order Form" with thirty (30) days notice thereafter.

9.7. Where the "Customer" finds any defect in the quality or condition of the Equipment, the "Customer" will contact the manufacturer of the Equipment directly and make an appropriate claim under the manufacturer's warranty or guarantee, except where the "Customer" notifies "Contact" of such a defect within the first 7 days of the Delivery Date. Upon such a request "Contact" shall use all reasonable commercial effort to replace the Equipment or procure its repair providing:

9.7.1. the "Customer" has followed the operations manual of the manufacturer and/or

9.7.2. has followed the instructions issued by "Contact" to remedy such a defect

9.7.3. the "Customer" has not breached any of the conditions required under manufacture warranty

9.8. Any accidental damage will not be covered by the warranty, and the "Customer" will be required to cover the cost of this kind of repair. "Contact" will not offer an exchange or a free of charge repair where the faults are not covered by the manufacturer's warranty.

9.9. Accidental damage can be repaired in most cases and will be charged to the "Customer".

9.10. The "Customer" accept sole responsibility for backing up any important data stored on the equipment prior to the commencement of any repairs and hereby acknowledge that any such data (together with any ringtone or logo) may be lost during the repair and will be lost if the Equipment is exchanged. "Contact" is not liable for this and it is therefore the "Customer's" responsibility to back up any such data stored on the Equipment.

10. "SERVICES" VIA THE "CUSTOMER" EQUIPMENT

10.1. "Customer" should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications "Services" apply to the use of the "Services" via the "Customer" equipment. In addition the "Customer" must:

10.1.1. not use, or allow others to use the "Services" for any improper, immoral or unlawful purpose; and

10.1.2. not use, or allow others to use the "Services" for the persistent making of calls without a reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person; and

10.1.3. not reverse the charges on any telephone call or allow anyone else to do this; and

10.1.4. comply with any reasonable instructions issued by "Contact" which concern the "Customer's" use of the "Services", the "Customer" Equipment, the number, the IMEI number or any "SIM", or connected matters so as to comply with all its obligations and liabilities to the System Provider; and

10.1.5. not act or omit to act in any way which may injure or damage any persons or property or the Systems or howsoever cause the quality of the "Services" to be impaired; and

10.1.6. provide "Contact" with all such necessary information as "Contact" may reasonably require to perform its obligation under this agreement; and

10.1.7. only use "Customer" Equipment which is approved for use with the system

10.2. The "Customer" should also be aware that the "Services" might from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network is connected and other causes of interference.

10.3. Roaming relies on the telecommunications systems of foreign networks and cannot therefore offer any guarantees about Roaming "Services".

10.4. "Services" used from a country outside the UK may be subject to different laws and regulations that apply in that other country. "Contact" is not liable for failure to comply with those laws or regulations

10.5. The "Customer" acknowledges and agrees that:

10.5.1. "Contact" reserves the right to alter the name code or number allocated by "Contact" from time to time for use connection with the "Services".

10.5.2. the "Customer" is solely responsible for the operation of the "Customer" Equipment and should take every precaution to ensure that it is used safely.

10.5.3. notwithstanding "Contact's" limited acceptance of liability as set out in clause 12 below the "Customer" should insure against all reasonable foreseeable loss or damage the "Customer" may suffer as a result of "Contact's" acts or omission whether negligent or not on the basis that otherwise "Contact's" potential liability hereunder could be disproportionate to the sum or sums that the "Customer" has agreed to pay "Contact" hereunder and "Contact" cannot be reasonable expected to be aware of the particular circumstances of the "Customer".

11. "EQUIPMENT FUND"

11.1. If an "Equipment Fund" is made available to the "Customer" for purchase of equipment over the period of the Agreement and the minimum ARPC commitment is not achieved, then the "Equipment Fund" will be pro-rated in accordance with the actual ARPC achieved.

11.2. "Contact" will "Clawback" (be entitled to recover from the "Customer") all funds allocated to the "Equipment Fund" (including without limitation any connection fee):-

11.2.1. in respect of any "Customer Order Form" if the "Customer Order Form" has been terminated or the telephone disconnected for whatever reason after the date of connection (or where the "Customer" has been disconnected and reconnected if the "Customer" is subsequently disconnected after the date of reconnection); and/or

11.2.2. if the "Customer" has failed to make payment in full of any charges or bills issued by "Contact"; and/or

11.2.3. in respect of a connection which subsequently becomes a "14 day disconnection" (ie the "Customer" cancels the contract for its purchase of the "Equipment" from "Contact" within 14 days);

11.2.4. in respect of a connection which is subsequently found to be connected fraudulently

11.2.5. in respect of any "Customer Order Form" where there is evidence of non compliance with the System Providers operational procedures as notified from time to time.

11.2.6. in respect of any "Customer Order Form" where the "Customer's" call spend is lower than reasonably expected. The determination of reasonable call spend to be entirely at the discretion of "Contact".

11.2.7. in respect of any connection where minimal call activity takes place within a six calendar months billing period from "Comtact" from the date of connection. The determination of 'minimal call activity' to be entirely at the discretion of "Comtact".

11.2.8. "Comtact" will "Clawback" all and any amounts as may be reclaimed by the Systems Provider from "Comtact" from time to time for any reason whatsoever.

11.3. The amount of any "Clawback" and VAT shall be a debt immediately due on demand from the "Customer" to "Comtact" notwithstanding any termination of the "Customer Order Form" whether before or after the right to "Clawback" arises. "Clawback" charges will be passed on in full to the "Customer" by the way of an invoice from "Comtact".

11.4. The "Customer" will use its reasonable endeavours to ensure that "Clawback"s are avoided.

11.5. "Comtact" will be entitled to "Clawback" (be entitled to recover from the "Customer") funds allocated to the "Equipment Fund" in respect of an "Customer Order Form" where the "Customer" requests a lower tariff or migrates to a lower call plan. For the avoidance of doubt the "Clawback" calculation will be based on the rates that are in force at the date of connection.

11.6. "Comtact" reserve the right to make an administration charge in respect of any "Clawback"s

12. VARIATION OF CHARGES AND TARIFFS

12.1. "Comtact" may adjust all or any of its charges on giving the "Customer" at least seven (7) days written notice of this before any adjusted charge is due to take effect. The "Customer" shall within seven (7) days of receiving such written notice be entitled to terminate this Agreement by written notice to "Comtact" and time shall be of the essence for the purpose of such notice.

12.2. "Comtact" may at any time or from time to time make reasonable amendments to this Agreement by a document signed by a director of "Comtact". "Comtact" shall as soon as practicable make available details of the amendments by notifying the "Customer" of any such variation in writing, such amendments shall take effect seven (7) days after notification to the "Customer", unless such amendment is made before the Agreement is entered into, in which event it will take effect from the date the Agreement is entered into. Without prejudice to the generality of the foregoing, any amendment to this Agreement made by "Comtact" as a consequence or any alteration in the Terms and Conditions upon which the System Provider makes the "Services" available to "Comtact" shall be regarded as reasonable

12.3. Except as provided by sub-clause 12.2 no variation to these terms and conditions shall be effective whether such purported variation takes place before, at the same time or subsequent to the date of this Agreement.

12.4. "Comtact" will not undertake a change of tariff for any mobile telephone during the "Minimum Period" or during any period of notice given by the "Customer"

12.5. If the "Customer" requests a change of tariff "Comtact" will carefully review the request taking due regard of the terms originally and/or subsequently agreed between the "Customer" and "Comtact"

12.6. "Comtact" will charge a reasonable administration fee for every tariff change made to each "SIM"

12.7. The "Customer" cannot change tariff after notification to terminate the Network Service Agreement has been received by "Comtact" either verbally or in writing

12.8. If notification to terminate the "Customer Order Form" is received within thirty (30) days following receipt of a tariff change then the part of the "Minimum Period" not yet expired will be calculated using the previous tariff.

12.9. If the "Customer" does not achieve the minimum value as set out in the "Customer Order Form" in any calendar month, then the "Customer" will pay "Comtact" the difference between the minimum ARPC as set out in the "Customer Order Form" and the actual ARPC achieved in that calendar month. Payment to be made within fourteen (14) days of the date of "Comtact"s invoice.

13. SUSPENSION/DISCONNECTION

13.1. "Comtact" may from time to time and without notice, suspend the "Services" and (at "Comtact"s discretion) disconnected the "Customer" Equipment, Number, IMEI Number or any "SIM" from the System in either of the following circumstances:

13.1.1. during the period of any technical failure repair expansion maintenance improvement or notification of the "Services" or the system or

13.1.2. if the "Customer" commits a breach of any of the terms of this Agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied or does, or allows to be done, anything which in "Comtact"s reasonable opinion may have the effect of jeopardising the quality of the "Services"

13.2. The "Customer" will remain liable to pay all charges due under this other agreement notwithstanding and suspension and disconnection under paragraph 13.1.2 above

14. TERMINATION

14.1. Without prejudice to any other claims or remedies which "Comtact" may have against the "Customer" "Comtact" may (subject to the provisions of the Consumer Credit Act 1974, if applicable) terminate this agreement in any of the following circumstances by written notice.

14.1.1. if the "Customer" fails to comply with any of the terms of this Agreement including failure to pay all charges when due, or

14.1.2. if the "Customer" makes or offers to make any arrangements or compositions with creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the "Customer" or if the "Customer" is a limited company and any resolution to wind up that company is passed or if a receiver or administrator is appointed over the whole or any part of such company's assets, or

14.1.3. if the "Customer" convenes any meeting to discuss or any proposal or application is made for the appointment of an administrator receiver, liquidator or similar official in respect of the "Customer" or any of its assets; or

14.1.4. if the "Customer" does or allows to be done anything which in "Comtact"s opinion will or may have the effect of jeopardising the quality of the "Services", or

14.1.5. if "Comtact"s license to utilise the System is revoked or terminated for any reason.

14.2. Upon the termination of this Agreement "Comtact" shall disconnect the "Customer" Equipment from the System, the Number and IMEI number on the "Customer" Equipment shall revert to "Comtact" and the "Customer" shall at the "Customer" cost return in good conditions to "Comtact" any "SIM" originally provided by "Comtact" to the "Customer".

14.3. After expiry of the Minimum Period as stipulated on Clause 4, this Agreement will be automatically renewed on a quarterly basis unless the "Customer" gives not less than three months' written notice to "Comtact", such notice to expire on the anniversary date of this Agreement.

14.4. Upon receipt of the "Customer" notice of intention to terminate this agreement given either verbally or in writing "Comtact" will be under no obligation to connect, on behalf of the "Customer", any further "SIM"s to the system or to provide any upgrades of existing equipment already connected to the system.

14.5. Upon early termination of this agreement the "Customer" will pay on demand all charges outstanding at the time of termination. In addition save in case of a termination pursuant to clause 14.1.1 or 12.1 the "Customer" shall pay "Comtact" on demand.

14.5.1. the Monthly Line Rental, calls and other charges, at "Comtact" recommended retail price, that would have become due had the notice period of thirty (30) days been given and the Agreement continued for the full "Minimum Period" and-

14.5.2. any "Clawback" of network support used to subsidise the Agreement

14.5.3. the full amount of any cash back and/or "Equipment Fund" paid to the "Customer" by "Comtact" signing the Agreement

14.5.4. "Comtact"s reasonable administration charges in transferring the Mobile Numbers to an alternative provider.

15. ASSIGNMENT

15.1. This Agreement may not be assigned in whole, or in part, by you without our prior written consent.

15.2. We may assign or novate all or part of our rights or obligations under this Agreement and you hereby consent to any such assignment or novation. Notwithstanding your consent, you agree to execute any documents and do any acts and things which may reasonably be required by us to give effect to this clause 12.2.

16. FORCE MAJEURE

16.1. If "Comtact" cannot provide the "Services" because of something beyond its reasonable control, such as default by the System Provider to satisfactorily perform its obligations to us, or including, but not limited to, any act of God, exceptionally severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, war or military operations, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees and those of the System Provider), delay or failure in manufacture, production or supply by third parties of equipment or access lines, "Comtact" will not be liable for any loss or damage which may be suffered by the "Customer".

17. ENTIRE AGREEMENT

17.1. These terms and conditions and the "Customer Order Form" overleaf set out the whole agreement between "Comtact" and the "Customer" for the provision of the "Services" and supersede all prior communications and representations, whether written or oral, and this Agreement may only be modified if such modification is in writing and signed by "Comtact".

17.2. In the event of any of the provisions or terms and conditions set out in this Agreement being unenforceable or void for any reason whatsoever each provision term or condition (including each sub-clause) shall be deemed to be severable from the remaining provisions terms and conditions and such remaining provisions terms and conditions shall remain in full force and effect

17.3. If subsequent to the execution of this Agreement "Comtact" agrees (whether in writing orally or otherwise) to provide the "Customer" with "Services" similar to the "Services" in respect of any other "Customer" Equipment except to the extent otherwise agreed such contract shall be deemed to be a separate and severable contract which incorporates these terms and conditions

17.4. The termination of any other agreement with "Comtact" or any other person, firm or company by which the "Customer" hires, leases or rents "Customer" Equipment shall not affect this Agreement which the "Customer" may only

terminate as provided herein and this Agreement shall be separate and severable from any agreement between "Comtact" and the "Customer" for the purchase of "Customer" Equipment.

17.5. Any fraudulent and negligent misrepresentations will be excluded from the "Agreement".

18. NO WAIVER

Failure by us to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

19. NOTICES

19.1. Any notice given under this Agreement must be in writing and delivered by hand or sent by pre-paid special recorded post as follows:-

to us at the address shown on the "Customer" Service Agreement overleaf; or
to you at the address you have asked us to send invoices to or your registered office.

20. THIRD PARTY RIGHTS

A person who is not party to this Agreement has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that act.

21. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit the exclusive jurisdiction on the English courts.

23. MISCELLANEOUS

23.1. **Connection Date.** "Comtact" will make the Connection as soon as practicable after the date of "Comtact"s acceptance of the "Customer"s order but it is understood that the connection date which is arranged is an estimate only and may be liable to change. Accordingly "Comtact" will not be responsible for the consequences of any delay in Connection.

23.2. Disconnection and reconnection fees. Except in the circumstances or disconnection pursuant to clause 13.1.1 above "Comtact" may charge a reasonable fee for disconnection or reconnection of the "Customer" Equipment, Number IMEI number or "SIM" to the System having regard to the circumstances at the time of disconnection or reconnection

23.3. Headings. The heading to this Agreement are for convenience only and do not from part of and shall not affect the construction of this Agreement or any part thereof

23.4. Joint and Several Where the "Customer" is more than one person all of the "Customer"s obligations under this Agreement shall be joint and several

23.5. Authority Any person signing to the Agreement on behalf of the "Customer" warrants to "Comtact" that he is authorized so to do

24. LIMITATION TO LIABILITY

24.1 This condition set out the entire financial liability of Contact (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of this agreement;
- (b) any use made by the Customer of the Services or the Equipment; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

24.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

24.3 Nothing in these Conditions limits or excludes the liability of Contact:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Contact; or
- (c) for any liability incurred by the Customer as a result of any breach by Contact of the condition as to title or the warranty as to quiet possession implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

24.4 Subject to condition 24.2 and condition 24.3

(a) Contact shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) loss of corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) Contact's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price of the Contract.

24.5 Each part of this Condition operates separately. If any part is disallowed or is not effective the other parts will continue to apply.

Initials	Date	Signature
_____	_____	_____
		"Customer"