

## **General terms and conditions – All services provided and billed by Rydal Communications LTD**

This Agreement, along with the separate pricing plan, sets out all of the terms and conditions relating to the supply of Calls. Lines and Broadband By Rydal Communications LTD.

This Agreement covers the provision by Rydal Communications Limited to you of our Services., “We”, “us”, or “our” means Rydal Communications Limited a limited company incorporated in England and Wales registered under Number **06738960** whose registered office is **143 Eastfield Road, Peterborough, PE1 4AU**

- **Tariff** – You will be charged for line rental and calls at the rates shown in our Price and Tariff Guide
- **Payment** – You shall pay our Invoices by direct debit. You will be charged an administration fee for any monthly payments tendered by other means. If you do not pay any of our invoices you will incur an administration fee that will be included on your next monthly bill. Other Charges may apply.
- **Contract length** – The Minimum Term, of 12 months. This Agreement begins on the Effective Date and will continue in force until terminated by either of us in accordance with the Agreement. This Agreement operates under the rules of Automatically Renewable Contracts (ARC). The Agreement means that at the end of the MCP Minimum Contract Period the Agreement will automatically roll forward to a new Minimum Contract Period. Customers who have 10 or less employees are advised to discuss and clarify these terms with us as on signing this Agreement you accept that a Minimum Contract Period is in force and ARC rules apply
- **Notice Period** – If you wish to cancel or move your services to another provider you are required to provide a minimum of 30 days written notice to Rydal Communications LTD.
- **Cancellation Fee** – If you terminate the Agreement (or we terminate it because of your conduct) before the end of the Minimum Term, you will be charged a Cancellation Fee. Other Charges may apply to you.

### **Our Services**

- This Agreement covers the provision by Rydal Communications Limited to you of our Services.
- The Services under this Agreement are for businesses. You have confirmed to us that you are a trading business.
- We may take instructions from a person if we have a good reason to think that he or she is acting with your permission

### **Acceptance of These Terms**

These terms and conditions apply exclusively to the contract between us and you and are for the provision of the Service and/or Our Equipment and/or the Equipment to the exclusion of all other terms and conditions including any terms and conditions which you may purport to imply under any purchase order or similar document. All orders for the Service and/or Our Equipment and/or Equipment shall be deemed an acceptance by you of the application of these terms and conditions. Acceptance of the delivery of Our Equipment and/or Equipment and/or the commencement of the provision of the Service shall be deemed conclusive evidence of your acceptance of these terms and conditions.

#### **1. Period of Contract**

This is a legally binding contract for the supply of our services to you under a Minimum Contract Period as determined in the Agreement form. If you decide to leave the agreement before the duration of the Minimum Contract Period or do not provide the required 30 days notice period you will have effectively broken the contract and subsequently be liable to a cancellation fee of £99.00 per fixed line/channel/or hosted VoIP Seat, in addition to any outstanding charges. There are no exceptions to this clause

## **2. CONNECTION AND SUPPLY OF SERVICES**

2.1 We cannot guarantee an exact date for the provision of the services

2.2. On signing this agreement you accept that although Rydal Communications will endeavour to provide service to you on an agreed date Rydal Communications will not be liable or accept any liability in failing to meet an agreed date of connection

2.3. Rydal Communications will also be reliant on Force Majeure Clause at Clause 3 although this shall remain a separate issue from your acceptance of Clause 2.1

2.4 We will use all reasonable endeavours to provide you with the quality and coverage of Service that we are able generally able to provide to our customers.

2.5 You understand on signing this agreement that Rydal Communications like any service provider cannot be held responsible or accept liability for things outside their control such as faults in other telecommunications networks.

2.6 We may have to temporarily suspend all or part of the Service for operational reasons, in the event of an emergency, for your security or if repairs to/and maintenance of the Network is required. We will within reason and our ability to do so give you notice of any such suspension.

2.7 We will refund to you on a pro-rata basis such proportion of the Monthly Rental Charges you have already paid in respect of any period during which we have suspended the Service for any reason except non payment, breach of contract or misuse of the Communications Act 2003..It is understood that any late payment fees etc will be if necessary held against this arrangement. and deducted from any payment to you.

2.8 We may refuse to connect you to the Network if we discover any of the information you have provided to us in your application for services either verbal or written is inaccurate or misleading.

2.9 You understand that we will connect you to the Network only if you meet our financial requirements and other criteria.

2.10 We will write to you to inform you of our decision not to provide you with service. We are not obliged to disclose the information which has led us to this decision.In such an event this Agreement will automatically terminate.

2.11 We will connect you to the network by both supply and installation of our equipment or reprogramming your equipment.

2.12 If we have to alter the Service as a result of regulatory or technical changes, you will be responsible in terms of financial outlay for any changes needed to your equipment;

2.13. We may replace our equipment or alter any telephone number or any other code or number allocated by us in connection with the Service

2.14. You shall provide us free of charge with all information, assistance or facilities which we may reasonably require to enable us to supply the Service and fulfil our obligations under this Agreement.

2.15. It is a condition for the provision of Rydal Communications services that the customer will allow access at all reasonable times to Rydal Communications Employees in the execution of their duty for the purpose of maintaining, inspecting or recovering Rydal Communications equipment.

2.16. You sign this agreement in the knowledge that in order Rydal Communications may provide you with the ultimate service,the responsibility of

preparing your premises in accordance with our instructions and providing a mains electricity supply lies with you and all such preparation work and any reinstatement work we need to carry out after providing services at your premises any additional financial outlay will be your responsibility.

2.17. Prior to providing you with Service it may be necessary to obtain the consent approval of a third party. The obtaining of such consent lies with you and we will ask you to obtain this approval from the third party in writing. Our ability to provide you with the Service will be dependent upon all such consents and approvals being properly in place.

2.18. It may be necessary that in order for us to provide you with services and network connection we may have to re-programme our equipment or your equipment. We may charge you for all costs we incur in this respect.

2.19 We will install any necessary Connection Points, Exchange Lines and other ancillary equipment in order to connect our equipment to the network

### **3. Force Majeure**

Rydal Communication Limited is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement (Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 3(Force Majeure).

### **4. USE OF THE SERVICE**

4.1 On signing this agreement you are fully aware that you must not under the Communications Act 2003 use this service for:

4.1.1 Sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory menacing or for any malicious purpose; fraudulently, or for any illegal or unlawful purpose; to harass, annoy, inconvenience or cause needless anxiety to any person and you must not encourage, request or permit anyone else to use the Service in this way.

4.2 You must use the Service in accordance with all reasonable instructions we issue you with at the beginning of the contract or at any point during the life time of this contract

4.3 The relevant provisions of The Communications Act 2003 or any other relevant law, code of practice or regulation;

4.4 Any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of your own telecommunications system.

4.5 You shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by us in connection with the Service.

4.6 For the avoidance of doubt property and ownership in Our Equipment shall not pass to you at any time.

4.7 You shall ensure that any of your equipment used in connection with the Service is in good working order and conforms to the relevant standard or approval for the time being designated under the Act and is suitable for connection to the Network.

4.8 We do not have to connect or keep connected any of your equipment which, in

our reasonable opinion, is liable to cause death or personal injury to any person, damage to our Equipment or is likely to impair the quality of the service we offer to you or any other person.

4.9 You shall not move, modify, relocate or otherwise interfere with any of our equipment which is installed on your premises and shall not allow our equipment to be repaired, serviced or maintained by anyone other than our authorised representative. Any breach of this condition may lead to suspension or termination of your service and any costs associated with repairing or replacing our equipment due to your breach will be entirely your financial responsibility and the company will take all steps to recover any monies due.

4.10 You agree to take reasonable care of our equipment and agree to be responsible for any loss or damage occurring to our equipment after we install it at your premises. You are advised to take out appropriate insurance in the eventuality any of our equipment needs to be repaired or replaced due to actions on your part.

4.11 You will not sell, assign, mortgage, charge, underlet or part with possession of our equipment or any interest you may have in it and you will not permit any other person or persons to do so.

4.12 Your equipment may only be connected to the Network if we give prior written consent and by means of a Connection Point provided by us. You shall not connect any equipment to the Network directly or indirectly, nor permit any other person or persons to do so.

4.13 You may request the relocation of any Connection Point within Your Premises or the installation of additional Exchange Lines at Your Premises only with our written consent. It is at our discretion that such approval may be granted.

4.14 You shall pay us any relevant additional Charges and any other costs or expenses we incur at our usual rates in force from time to time.

4.15 You agree to indemnify us against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages (including damage to or loss or theft of our equipment) claims, demands or legal costs (on a full indemnity basis) and judgements which we suffer or incur from or in any way connected with any use of this Service in breach of this Agreement or in connection with the misuse of our Equipment or your Equipment by you.

4.16 In the unlikely event you may have to notify us of a fault in the Service we will endeavour to make arrangements as soon as it is practical to correct the fault.

4.17 We will carry out work by appointment during normal working hours which are 9.00 am to 5.00 pm Mondays to Fridays excluding Bank or other Public Holidays. If you want us to carry out work outside these hours you will be responsible for our charges in accordance with our usual rates in force at that time.

4.18 We may charge you for any costs we incur in carrying out any maintenance or repair work which we consider unnecessary or where we do not find any fault in the Service.

4.19 You acknowledge that we may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Service or other Telecommunications Services.

4.20 You understand that under the Communications Act 2003 your consent is not necessary for us to pass on your details including your name, address, account information and our concerns re a breach under the relevant legislation. This does not interfere or infringe any statutory rights you may have and does not constitute a breach on our behalf of the Data Protection Act 1998

## **5. ACCESS TO PREMISES**

5.1 You agree to give us unrestricted access to your Premises in order that we can connect you to the Network or for the purposes of inspecting, maintaining or

removing our Equipment or otherwise as necessary to fulfil our obligations under this Agreement.

5.2 You will be responsible for obtaining any necessary consent to allow us access to your Premises.

5.3 As a reputable company we will always endeavour to give you at least 7 days notice prior to ensuring we gain access to your Premises. You are aware however that this is sometimes beyond our control and there may be circumstances where we cannot give you reasonable notice.

5.4 We cannot be held responsible for any failure to comply with our obligations under this Agreement resulting from our inability to gain access to your Premises.

## **6. CHARGES**

6.1 You will pay us, in addition to any other charges due under this Agreement:

6.1.1 the Connection Charge(s);

6.1.2 the Monthly Rental Charges; and

6.1.3 Call Charges calculated in accordance with the Tariff Sheet

6.1.4 A charge of £99.00 in respect of each line/channel or hosted VOIP seat terminated before the end of the minimum contract period. This may be because you choose to end the agreement or we suspend or terminate our service to you as a result of some breach of this contract.

6.2 If the amount of Call Charges in any month is below the agreed Minimum Monthly Spend, you will be liable to pay us in addition to the agreed Call Charges, an amount equal to the difference between the Minimum Monthly Spend where applicable and the Call Charges for that month.

6.3 It is within our right to amend any charges, except fixed services, at any time without giving notice to you. Any changes to fixed service pricing will be notified with 30 days written notice in writing. Details of our Charges are shown on the Tariff Sheets which are available from us upon request.

## **7. BILLING**

7.1 "You agree to pay all fees and charges incurred during the term of the contract whether or not it is you who uses the service."

7.2 If the contract is in your name, you are the person responsible for the payment of all fees and charges associated with the services provided under this contract

7.3 It is understood that you have read, understood and signed this contract in the knowledge you understand and agree to the conditions.

7.4 It is understood on the signing of this legally binding document that you have not signed it on behalf of anyone else and that you have attained the age of at least 18 years

7.5 "We may vary the fees and charges at any time without your consent. Your ongoing use of the Service after the date of a variation, alteration, replacement or revocation is your acceptance of the variation, alteration,

7.6 It is an acceptance of this contract that we will issue you with a bill each month.

7.7 It is your responsibility to pay us all due charges within 30 days of the date of issue of the bill. These payments will be made by Direct Debit

7.8 There is a charge of £5.00 each month for those not paying by the Direct Debit Mandate system

7.9 Call Charges will be calculated separately in respect of each Exchange Line under this Agreement, however one monthly bill will be issued regardless of how many exchange lines you may have under contract with (A summary of each Exchange Line is available on request).

7.10 If you are disconnected for non-payment, you will pay the prevailing disconnection charge (excluding VAT) for each reconnection.

7.11 If your payment is late, cancelled or dishonoured by insufficient funds to cover the Direct Debit or other agreed payment method the following charges will also

become due.

7.12.1 £10.00 in respect of unpaid Direct Debit Agreement. This is a separate fee from what your bank will charge you.

7.13.2 £12.50 in respect of late fees. We are a business so late payment may mean we face additional banking charges we therefore will in total charge you a fee of £22.50 which consists of £10.00 for non payment by Direct Debit or other agreed method £12.50 for late/ inconvenience fees to cover our administration costs in addition to the charge of your monthly bill and any other outstanding charges

7.14. You accept that you will be responsible for all reasonable legal costs and fees to our debt collection agencies who will pursue you for the monies due, ending in court and additional court fees which will also be payable by you if no other method of recovering our outstanding fees can be found.

7.15 If you fail to pay any Charges by the due date, in addition to the £22.50 late/inconvenience fees we will charge you interest at the rate of 4% above the Bank PLC base rate on the total bill from the due date until the date we receive your payment.

7.16 We will charge you the prevailing rate (excluding VAT) each month per Exchange Line each time you pay the Charges other than by direct debit unless a prior agreement has been reached

7.17 if you want to challenge an item on your bill, you must do this within 3 months of the date of the bill. All bills are still required to be paid by the due date and fail to do so can result in your lines being suspended. If you fail to make us aware, or give us insufficient time to adjust the month's payment run, you will required to pay the invoice. All credit notes due will be on the following months invoice if there is insufficient time to rectify the current bill run.

7.18 You agree to tell us of any change in your name, address or bank details. The bill will be sent to the Invoice Address specified in Section 1.

7.19 Any Charges payable by you under this Agreement shall be paid in full without any deduction or set-off whatsoever.

## **8. Payment terms**

8.1 You are responsible for and must pay the Charges for the Services whether the Services are used by you or by someone else.

8.2 You shall pay your invoices by monthly variable direct debit. Rydal Communication Limited reserves the right to refuse any new customer not wishing to pay by direct debit.

8.3 You will be notified of any problems with your payments or direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit may result in your lines being restricted and in the termination of your Agreement.

8.4 Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or you chose another payment method.

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- You are protected at all times by the direct debit guarantee
- If you fail to pay any sum due, within 30 days from the date of the invoice, we shall be entitled to charge interest on the amount due at the rate of four percent (4%) above the national interest base rate ruling from time to time calculated from the due date until we receive your payment.
- Rydal Communication Limited reserves the right to perform a credit check on you with no prior given notice, and to pass your credit history with Rydal Communication Limited on to other credit agencies and/or County Court.
- Rydal Communications Limited reserves the right to at any time request a deposit,

paid in advance, from you should periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments or if unusual usage and call Charges are incurred by you. In the event that you don't comply with our request within 30 days of notification by us, we reserve the right to terminate the Agreement and to demand full and final outstanding balance settlement with immediate effect.

- We may, at its sole discretion and at any time, impose a credit limit on your account or amend it. If you exceed any such credit limit we may demand immediate payment of all the Charges incurred by you up to this moment and/or suspend the Service. We will endeavour to notify you as soon as possible if any of these situations arise. You will still be responsible for all Charges incurred including those exceeding the credit limit. You agree to pay us all Charges without set-off, deduction, withholding, restriction or condition whatsoever.
- If you wish to dispute an invoice, you must contact our customer services within 3 months from the date of the invoice. After such period, any undisputed invoice will be deemed correct

## **9. Effects of Termination**

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- On termination of the Agreement:
  - You must immediately stop using the Services; and you will immediately pay any outstanding invoices. We will refund any money owed to you, after first deducting any amounts you owe to Rydal Communications Limited under this Agreement or under any other Agreement that Rydal Communications has with you.
- The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement

## **10. Suspension of service**

We may suspend the service (without being liable to compensate you):

10.1 In the event of a local or national emergency;

10.2 To comply with a request from a government or other competent authority;

10.3 To protect or provide service to rescue or other essential services or otherwise;

10.4. To maintain the quality of our Services or to upgrade the Services;

10.5. If you fail to pay any amount due to us; if you fail to pay any Charges by the due date we may temporarily suspend Service without warning. We will restore full Service when you pay all Charges including any additional charge for non-payment.

10.6 If you fail to pay for one month or more, we will disconnect you from the Network. Reconnection will be at our discretion and will only be considered when you have paid all Charges including the reconnection charge and any fees associated with us recovering the outstanding charges

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- If an event occurs which is beyond our reasonable control;
- If you materially breach any part of this Agreement; or
- If we have good reason to suspect fraudulent activity or misuse of our Services or any other breach by you of this Agreement.
- If bankruptcy or insolvency proceedings are brought against you, or if you make an arrangement with your creditors or if a receiver, an administrative receiver or an administrator is appointed over any of your assets or if you go into liquidation or a corresponding event under English Law

## **11. SECURITY DEPOSITS**

11.1 We may request a security deposit before we connect you to the Network.

11.2. We may request a security deposit before reconnecting you or any Exchange Line to the Network if we have disconnected you for non-payment.

11.3. If at any time you exceed your average monthly spending pattern for Call Charges we may restrict the amount of calls (except emergency calls) you make each month unless you deposit with us such amount as we shall notify you. If we intend to do this we shall give you at least 7 days notice.

11.4. We may request a security deposit before providing you with additional Exchange Lines or other services.

11.5 If you have paid a security deposit we may retain this for all or part of the term of this Agreement.

11.6. If you have paid a security deposit, we will deduct any unpaid charges from the Deposit before returning it to you.

11.7 If We so expressly require, the Administrator(s) and/or Administrative Receiver(s) shall provide a written personal guarantee to the effect that the Administrator(s) and/or Administrative Receiver(s) shall be personally responsible for the Charges accruing from the date of the Administration Order which are not paid in full by You in accordance with the terms and conditions of this Agreement. If at any time during the currency of an Administration Order, the Administrator(s) and/or Administrative Receiver(s) fails to comply with any of Clause 10 we may terminate the Agreement forthwith in accordance with Clause 10 of this Agreement save that the Administrator(s) and/or Administrative Receiver(s) may be personally liable for the Charges outstanding from the date of the Administration Order. A personal guarantor will be liable for all charges

## **12. Rights of Ownership and Responsibility for Equipment**

12.1 The equipment we supply to you remains our equipment and the rights of ownership will never transfer to you. Unless:

12.1.1 As part of this Agreement, We agree to sell to you some or all of Our Equipment ("the Equipment") for an agreed sum ("the Price").

Whether or not delivery and/or installation of the Equipment has been made, property in the Equipment shall not pass from us to you until:-

12.1.2. You have paid in full the Price for the Equipment; and

12.1.3 No other charges whatsoever shall be due under the Agreement from You to Us.

12.2 Until such Equipment passes to You, You shall hold the Equipment on a fiduciary basis as bailee for us.

12.3 You may not sell, assign, mortgage, charge, underlet or part with possession of the Equipment and you will not permit anyone else to do so until property in the Equipment has passed to you in accordance with clause 13.2 above.

12.4 Until such time as property in the Equipment passes from us to You, You shall upon request deliver up the Equipment to Us. If you fail to do so, we may enter upon any premises owned, occupied or controlled by you where the Equipment is situated and repossess the Equipment.

12.5 You shall not pledge or in any way charge by way of security for any indebtedness any of the Equipment which is the property of us. Without prejudice to Our other rights, if You do so all sums whatever owing by You to Us shall forthwith become due and payable.

12.6 You shall insure and keep insured the Equipment to its market value against "all risks" to the reasonable satisfaction of Us until the date the property in the Equipment passes from Us and shall whenever requested by Us produce a copy of the policy of insurance.

12.7 In the event that your premises suffer a break in, flood, fire or any other



reason which causes or equipment to be stolen, damaged or destroyed it must be understood the equipment belongs to Rydal Communications and whilst it is in your care or possession you will be liable for all costs associated with replacing it to the standard required by Rydal Communications

### **13. Liability**

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- Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this Agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties.
- Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted. Nothing in this Agreement excludes or limits your liability to pay the Charges (or any amount owed by you under this Agreement) or each Party's liability with respect to death or personal injury resulting from the negligence of that Party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- We shall not be liable to you, whether in contract, tort (including negligence) or otherwise, for direct or indirect loss of profits, business, production, revenue, any contract, opportunity, or anticipated savings, or wasted expenditure, loss of goodwill or injury to reputation, nor for any indirect or consequential or special loss or damage or for any destruction, corruption or loss of data, or losses arising from your use of or failure to use the computer security or backup services or software, whether any such losses could be reasonably foreseen by us or not.
- Subject to Clause 13.3 Rydal Communications Limited its employees and its sub-contractors' entire liability to you (including liability for negligence) in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall, for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the annual Charges paid by you to Rydal Communications limited

### **14. Your Obligations**

Your breach of your obligations under this Agreement may result in the suspension of the Services or in the termination the Agreement. You agree:

14.1 To use the Services in accordance with this Agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the Services.

14.2 Not to allow an alternative supplier to override or bypass our Services. Not to use the Services in any way Rydal Communications Limited considers is or is likely to be detrimental to the provision of the Services to you, or to the services we provide to any other customers.

14.3 To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of your previous supplier(s).

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- Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other

criminal offence.

- If you request and Rydal Communications Limited agrees to a change of all part of the Services, or a change of the Premises where we provide the Services to you, you must complete such formalities as we shall require, giving effect to such change. You shall pay to us its then current Charges to reflect such change of Charges or Premises change. Rydal Communications Limited may require payment prior to effecting such changes. Rydal Communications shall be entitled to revise the Charges you pay to reflect the changes agreed with you.
- You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services.
- You shall terminate, at your own expense, any contracts you may have with your previous suppliers for services which are not compatible with our Services.

#### **15. UNAUTHORISED USE OF THE SERVICES**

15.1 We shall use all reasonable precautions to prevent and/or limit the unauthorised use of the Service by third parties.

15.2 You agree to notify us as soon as reasonably practicable of any reasonable suspicion that the Service is being used in an unauthorised way by any third party.

15.3 You shall remain liable to Us for the Charges, notwithstanding the fact that the Charges have been incurred in full or in part by unauthorised use by a third party.

15.4 If we have failed to use reasonable endeavours or put in place reasonable precautions to prevent and/or limit the unauthorised use of the Service by third parties, then at our discretion we shall reduce accordingly any of the Charges due under this Agreement.

#### **16. ENTIRE AGREEMENT**

16.1 This Agreement covers terms of the Agreement between you and us in relation to the Service. It supersedes any prior written or oral agreements, representations or understandings between you and us. You acknowledge in signing this Agreement that you understand what you are signing and what your obligations are to us in order we may provide you with a service. You accept that have not been induced to enter into this Agreement by any promises, terms or conditions which the Agreement does not contain it does not contain. This Clause 16 does not exclude any liability for any statements made fraudulently either verbally or written

#### **17. VARIATION**

17.1 Without prejudice we can change this Agreement at any time by notifying you of our intention by where reasonably possible giving you 7 days notice .This will apply if we are required to comply with new laws or legislation or any amendments to our Licence

17.2 No other variation to this Agreement shall be effective unless in writing and signed by you and us

#### **18. SAVINGS (Severability) Clause**

18.1 If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect

#### **19. ASSIGNMENT**

19.1 This Agreement is personal to you and may not be transferred to anyone else without our agreement. We may transfer any of our rights under the Agreement to any third party

#### **20. Legal Fees**

20.1 In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable legal fees and costs resulting there-from.

#### **21. Cooling Off Period Considerations**

21.1 You have 7 days from the date of the signing of your contract to cancel our services. In order to do so you must call 08452247017. Any calls you have made during the time you have had the equipment, along with the line rental pro rata for any period you have made use of the equipment will be charged. New line installs etc will not be credited. If any of our products are not returned in its original state we have the right to charge you for the reduction in the resale value as a result of not being returned in its original condition

## **22. NOTICES**

22.1 Any notices given by either you or us under this Agreement must be in writing and addressed to the party to whom notice is to be served

## **23.Complaints**

23.1 We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our customer service team or refer to our complaints code of practice posted on our website. You can also request a copy from our customer service team

## **24. Monitoring and recording calls and Data protection**

24.1 We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our services.

24.2 We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.

24.3 Rydal Communications Limited operates in accordance with the Data Protection Act 1998 and in accordance with Rydal Communications Privacy Policy You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.

24.4 By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes:

24.4.1 processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);

24.4.2 providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);

24.4.3 to maintain quality and for training purposes, we may monitor and record telephone conversations with you;

24.4.4 to inform you about other Rydal Communications products or services, or products and services from our group of companies unless you opted out to this during the application process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;

24.4.5 to disclose all or part of your personal data to a regulator (i.e. OFCOM, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and

24.4.6 to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

24.4.7 We shall be entitled to make your name, address and telephone number available to the emergency services

## **25. Warranties and Representations**

25.1 Other than as expressly set out in this Agreement and to the greatest extent permitted by law, Rydal Communications makes no representations or warranties with respect to the Services, or the performance of its obligations hereunder, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

25.2 In particular, but without prejudice you acknowledge and accept that:

25.2.1 Rydal Communications does not warrant that the Services will be available at any particular time or continuously; and

25.2.2 Rydal Communications is not responsible for any loss of or disruption to the Services due to failure of a carrier network or broadband provider.

25.2.3 You warrant to us that:

### **a**

- You have the authority to enter into this Agreement; and
- You will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement

## **26. General**

You may not transfer or assign this Agreement or any rights under it without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to a party who agrees to continue complying with our obligations under the Agreement. If any provision or condition of this Agreement shall be invalid or unenforceable, the remaining terms shall continue to apply. This Agreement represents the entire agreement between the Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written. If there is any inconsistency between this Agreement and your Confirmation Letter, the Agreement shall take precedence. Any failure by either of us to enforce any right shall not be deemed a waiver of any such right. If either Party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either Party waives a breach of this Agreement that waiver is limited to that particular breach. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties do not intend that this Agreement be enforceable by any person not a Party to this Agreement including under the General Terms (Rights of Third Parties) Act 1999 with the only exception that Clause Data Protection above which will also be enforceable by Rydal Communications Limited, directors, employees, agents and subcontractors. The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it. Any notices sent by you to us must be sent by post (or fax) to our address above, must quote your account number and shall not be effective until received by us. Notices sent by Rydal Communications Limited to you may be sent (i) by hand, post or by recorded delivery to your billing address specified on your Order or to your registered office; or (ii) by fax to your fax number specified on your Order or as otherwise notified by you to Rydal Communications Limited in writing; or (iii) by email to your email address specified on your Order or as otherwise notified to us in writing. Notice by us to you given by hand shall be deemed given the same day. Notice by us to you given by post shall be deemed to have been received 48 hours from the date of posting. Notice by us to you given by recorded delivery shall be deemed given on the date and at the time of signature of

the delivery receipt. Notice by us to you given by fax shall be deemed given when transmitted, provided that the sender shall have received a transmission report confirming correct transmission. Any communication from Rydal Communications Limited to you by email shall be deemed to have been made on the working day on which the notice is first stored in your electronic mail-box.

## **27. Disclaimer**

27.1 In no circumstances shall we be liable for any loss or damage arising out of or relating to the services that we provide which is for any loss of profits, loss of sales, loss of turnover, loss of bargain loss of opportunity, damage to goodwill and reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff of any direct or consequential loss or damage however so arising for death or personal injury,

27.2 In the event that you use an item for commercial purpose then we shall not be liable to you for any loss of income, business or profits or any economic loss arising out of your use or inability to use any item however this loss may be caused whether or not it is a result of your own negligence.

## **28. Statutory Rights**

28.1 Your rights and obligations under these terms and conditions are exclusive to the person signing this contract and your company nothing in these terms affects your statutory rights in regard to the Supply of Goods and Services Act 1982. These rights are not assigned to anyone else. We may transfer our rights and obligations under these terms and conditions or any part therefore. By accepting and making use of the hardware supplied by us you are accepting the terms and conditions of this contract.

28.2 If you have any doubts about your statutory rights please contact your local trading standards department or Citizen Advice Bureau.

28.3 All of these terms and conditions mentioned in the contract can all be viewed on our

Website [www.Rydalcommunications.com](http://www.Rydalcommunications.com)

## **The Direct Debit Guarantee**

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, Business Communications will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Rydal Communications LTD or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us. The Direct Debit Guarantee This guarantee should be detached and retained by the payer.

## **Schedule 1 – Definitions and Interpretation**

“Additional Services” means any services which we agree to provide to you including Landline(s), broadband or other services as we may agree to provide to you following your request;

“Application” means your online application, your application via our telephone application process or your signing of Rydal Communications Limited application form applying for Services;

“Cancellation Fee” means your monthly line rental and package fees in advance up to the end of your Minimum Term, plus a disconnection fee to cover our administrative costs, as set out in our applicable Tariff Guide;

“Charges” means charges for the provision of any services under this Agreement;

“Confidential Information” means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or

indirectly) by one Party to another Party including, without limitation, any information relating to products, operations, processes, plans or intentions, client information, product information, Intellectual Property Rights, market opportunities and business affairs or those of clients or other contacts (and for the purposes of this definition, "confidential nature" shall refer to information which is identified as confidential at the time of disclosure or would be considered to be confidential by a reasonable person based upon the nature of the information and the circumstances of disclosure);

"Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;

"Equipment" means any equipment supplied by Rydal Communication Limited and/or its sub-contractors

"Intellectual Property Rights" means all of the following: (a) works of authorship, copyrights, including moral rights, registrations and applications for registration thereof; (b) patents, patent applications and all related continuations, divisional, reissue, utility models, applications and registrations thereof, inventions (whether patentable or not), designs, trade marks (whether registered or not, including applications) and domain names; (c) trademark and trade name rights and similar rights; (d) trade secrets and Confidential Information, know-how, manufacturing information, system process and techniques, designs, prototypes, enhancements, improvements, customization, work-in-progress, research and development information; (e) other proprietary rights relating to the foregoing;

"Landline" means a connection provided to you with a phone number allocated by us by whom you or another person that has access to such connection can make and receive voice telephony calls;

"Minimum Term" means 12 months from the Commencement Date unless stated otherwise in your Application;

"Parties" or "Party" means Rydal Communications Limited and/or you;

"Premises" means the site at which any Equipment shall be installed or to which the Services shall be provided as specified in your Application;

"Service Hours" 09:00 - 17:30 Monday - Friday excluding UK Bank Holidays

"Software" means any software supplied to you by Rydal Communications Limited in connection with or to enable you to use the Services;

"Support Services" means Rydal Communications Limited support services;

"Survey" means any appropriate assessment or other investigations carried out by or on behalf of Rydal Communications that Rydal Communications in its reasonable discretion, deems necessary prior to or after the installation of the Equipment and/or the provision of the Services;

"System" means a combination of the Services and the Equipment; and

"Tariff Guide" means our standard price list

### **1.1. Interpretations**

- 1.1.1. In this Agreement (except where the context otherwise requires):
  - 1.1.1.1. The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
  - 1.1.1.2. Use of the singular includes the plural and vice versa;
  - 1.1.1.3. Use of any gender includes the other genders;
  - 1.1.1.4. Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
  - 1.1.1.5. Any reference to an enactment, statute, statutory provision or subordinate legislation ("legislation") shall (except where the context

otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

- 1.1.2. Where in the Agreement you agree not to do any act or thing you also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.
- 1.1.3. In the event of any conflict between the provisions of the Agreement and those of the schedules, the provisions of the Agreement shall take precedence.
- 1.1.4. In the event of any conflict between the provisions of the Agreement and the specific terms and conditions of the Additional Services, the specific terms and conditions of the Additional Services shall take precedence

## **Rydal Mobile Terms and Conditions (Direct network provide)**

This contract, along with the separate pricing plan, sets out all of the terms and conditions relating to the supply of the mobile phone handset and the provision of a mobile telecommunications service By Rydal Communications Registered address 143 Eastfield Road, Peterborough, PE1 4AU company registration number: 06738960

[if !supportLists] · [endif] Always read carefully both the standard contract and any other documents such as the pricing plan before signing them.

[if !supportLists] · [endif] The combination of these documents amounts to a legally binding contract between you and the Rydal Communications

[if !supportLists] · [endif] These documents will determine your rights and obligations in relation your mobile phone service throughout the life of the contract.

We, as the **service provider** means Rydal Communications Limited

**Mobile phone equipment** means any cellular phone/equipment supplied under this contract.

**Network provider** means the mobile telephony network we have supplied and connected your services to on your behalf.

**Network Line rental** means the minimum monthly payments committed to the network provider

### **1. Period of Contract**

This is a legally binding contract for the supply of our services to you for the fixed term agreed to on the agreement form. If you decide to leave the agreement before the fixed term period you have effectively broken the contract and will be liable to cancellation Fees in Clause 2. There are no exceptions to this clause

### **2 Cancellation Fees**

“If your contract is terminated early by you or Rydal Communications you will be liable for the remainder of the minimum monthly call costs issued by the network provider.”

This is a legally binding contract. We have the rights of cancellation if – you do not pay money due under the contract by the due date – breach any term or condition of the contract– use the service for unauthorised purposes.”

[if !supportLists] · [endif] **Cancellation can be very inconvenient as it**

**may result in your number being allocated to another user. Furthermore, it may mean that you have to pay a hefty reconnection fee.**

### **2.1 Important Information Reference Cancellation**

The minimum monthly network line rental payments are essentially instalment payments on the purchase of the mobile phone . Thus, if either you or the service provider cancels the contract the service provider will still require you to pay the remainder of the monthly charges. We will also charge you a separate cancellation fee, of £100 in order to deter you from cancelling your contract. There are no exceptions to this clause

[if !supportLists] · [endif]Ownership of mobile phone equipment shall not pass until you have fulfilled the minimum term of the airtime contract.

[if !supportLists] · [endif]If you terminate your airtime contract before the minimum term has been satisfied, you will be responsible for repaying us the original SIM free retail value price of the mobile phone equipment at the date of your original connection. And fees incurred in Clause 2.1

### **3. Suspension of service**

**"We may suspend our contract immediately and without notice at any time however you will still remain liable for all fees and costs during the suspension."**

[if !supportLists] · [endif]Rydal Communications as the service provider has the right to suspend your service at any time.

[if !supportLists] · [endif]However, you will remain liable for the monthly charges despite not being able to use your phone. Thus, the service provider Rydal Communications may suspend your service because of unpaid charges, and continue to charge you monthly access fees etc.

### **4. Force Majeure**

Rydal Communication Limited is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement (Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 4 (Force Majeure).

### **5. Ownership of the handset/equipment**

"Until the expiry of the contract we retain the legal and beneficial ownership of, and you have no rights to the handset/equipment, other than to use it during the term of the contract."

[if !supportLists] · [endif]**Until the contract ends the mobile phone and equipment belongs to the service provider Rydal Communications**

[if !supportLists] · [endif]**In essence, your minimum monthly payments are payments on the phone.**

[if !supportLists] · [endif]**Thus, if you seek to cancel the contract prior to the end of the fixed term you will be charged the remainder of the monthly charges by the network provider. Furthermore, the service provider will**



**require you to return the phone to them.**

#### **6. Security deposits/Direct Debit authorities**

"We may require you to pay a security deposit before providing you with a service. If you fail to comply with the terms and conditions of this contract we may use the security deposit to meet any costs, loss or liability incurred as a result.

#### **7. Fees**

"You agree to pay all fees and charges incurred during the term of the contract whether it is you who uses the service or whether or not the handset or SIM card is in your possession."

If the contract is in your name, you are the person responsible for the payment of all fees and charges associated with the phone.

The service provider will not be liable for out of bundle charges you incur. It's your responsibility to be aware of your usage allowances and Rydal will not be held accountable for any charges which are billed by the network outside of your allocated allowance. You accept that all usage is your responsibility.

It is understood that you have read, understood and signed this contract in the knowledge you understand and agree to the conditions.

It is understood on the signing of this legally binding document that you have not signed it on behalf of anyone else and that you have attained the age of at least 18 years

"We may vary the fees and charges at any time without your consent. Your on-going use of the Service after the date of a variation, alteration, replacement or revocation is your acceptance of the variation, alteration,

#### **8. Payment Terms**

On receipt of an invoice from us, payment must reach our offices within 14 days of the invoice date

If we do not receive full payment, we have the right the charge interest and administration fee's and recover all items provided under the contract.

#### **9. Insurance**

We shall not be held responsible for the insurer not accepting an application for insurance cover

#### **10. Late payment of fees**

"If you do not pay all fees and charges by the due date:

(i) We may charge you daily interest (calculated at 2% above the overdraft reference rate) from the due date until the date on which payment is received; and administration fees.

We have the right to recover all items provided under the contract

(ii) You will be liable for all reasonable collection costs (including our total legal fees) we incur to collect the amount outstanding, or to recover the handset.

We will consider legitimate reasons for non payment and may choose to waive our late fees depending on individual circumstances. This will only be considered if you notify us immediately you feel there may be a problem with payment

#### **11. Mobile Number Porting**

We cannot be held responsible for any financial loss due to a mobile number port failure.

If any problems occur we must be notified within 24 hours.

#### **12. Pricing**

You need to check the pricing terms and conditions before entering into this contract. You should be fully aware of the following

Unless stated otherwise all prices are Exclusive of VAT.

[if !supportLists] · [endif]whether calls are charged on the actual length of the call or in blocks, such as 30 seconds;

[if !supportLists] · [endif]the difference between peak and off-peak call

rates and what times are considered peak and off-peak;

[if !supportLists] · [endif]are there any flag fall charges for making a call; and

[if !supportLists] · [endif]Do you have to pay for other services, such as call waiting, message bank and directory services?

[if !supportLists] · [endif]Data usage costs

[if !supportLists] · [endif]International tariffs/usage costs

### **13. Coverage**

Make sure you look carefully at the network coverage maps before you sign the contract, particularly if you live in a regional area. Some networks have better coverage than others.

### **14 Airtime Contract**

All mobile phone equipment supplied by us is subject to a minimum contract length through the relevant network.

### **15. Delivery**

Delivery of all mobile phone equipment and other items will be made within 2 working days of your order. This period is an estimate only and we cannot be liable for late delivery or for the conduct of carriers. The only exception to this clause is if the delivery does not arrive within 40 days. We cannot be held responsible for late delivery due to insufficient or wrong information provided or delays in the connection process, this includes mandatory proofs requested by the network and completion of the network contract. We will also rely on Force Majeure Clause 4. Any goods received damaged or incomplete must be reported to us within 24 hours of delivery.

Deliveries are made only within the UK.

### **16. IMPORTANT – 7 Day Guarantee**

You have 7 days from the date of your contract to cancel (orange, T-mobile & EE connections only). This doesn't include upgrades, new o2 connections and new Vodaphone connections. To cancel your contract you must call 01733 511116 and then confirm the cancellation in writing. You must then return any mobile phone equipment and any accessories given with the mobile phone equipment within the 7 days

#### **16.1 Your Obligations to Us**

The charges for returning the goods are your personal responsibility: You must use registered post or a courier with insurance. If the equipment fails to reach us we will assume you have decided to opt out of the right to cancel and normal fees and conditions in the contract will continue

#### **16.2 Our Obligations to You**

When we receive the mobile phone equipment within the 7 day cooling off period and check if is in its original state that is as it left us is returned in its original state within the 7 day period, the airtime agreement will be cancelled. Any calls you have made during the time you have had the equipment, along with the line rental pro rata for any period you have made use of the mobile phone equipment will be charged.

### **17. Cooling Off Period Considerations**

Any calls you have made during the time you have had the equipment, along with the line rental pro rata for any period you have made use of the mobile phone equipment will be charged.

If the product is not returned in its original state we have the right to charge you for the reduction in the resale value as a result of not being returned in its original condition

(Up to a maximum charge of the original retail value excluding all offers, discounts and promotions at the date of the original order). If you do not cancel this contract within the 7 day period you will be subject to the minimum term airtime contract agreed by the network.

### **18. Upgrades**

We know that everyone like to have the latest equipment so we offer up grades Please be aware when upgrading your handset you are committing to a new minimum term with your mobile network. Ownership and airtime contract conditions apply

The 7 day money back guarantee on Orange, T-mobile and EE is not eligible with upgrades. All Vodafone and o2 connections apply the terms mentioned above.

Line Rental Subsidy/Cash back/Termination claw back

If the tariff is changed, phone is disconnected or you have failed to pay the network or the phone is showing no minimal usage, we have not been paid commission or if the minimum term of the contract has not been satisfied we have the right to claw back any line rental subsidy or termination costs that have been paid to you and also the original cost of any hardware supplied by us.

### **19. Disclaimer**

In no circumstances shall we be liable for any loss or damage arising out of or relating to the services that we provide which is for any loss of profits, loss of sales, loss of turnover, loss of bargain loss of opportunity, damage to goodwill and reputation, loss of use of any apparatus, software of data loss or time on the part of management or the staff of any direct or consequential loss or damage however so arising for death or personal injury,

In the event that you use an item for commercial purpose then we shall not be liable to you for any loss of income, business or profits or any economic loss arising out of your use or inability to use any item however this loss may be caused whether or not it is a result of your own negligence.

### **20. Statutory Rights**

Your rights and obligations under these terms and conditions are exclusive to the person signing this contract and your company nothing in these terms affects your statutory rights in regard to the Supply of Goods and Services Act 1982. These rights not are assigned to anyone else. We may transfer our rights and or obligations under these terms and conditions or any part therefore. By accepting and making use of the hardware supplied by us you are accepting the terms and conditions of this contract.

If you have any doubts about your statutory rights please contact your local trading standards department or Citizen Advice Bureau.

All of these terms and conditions mentioned in the contract can all be viewed on our

Website [www.rydalcomms.co.uk](http://www.rydalcomms.co.uk)

### **21. Governance**

This contract is governed by English Law any disputes over this contract will be dealt with within the Legal System of the United Kingdom

## **Maintenance Terms and Conditions**

### **1. DEFINITION**

- 1.1** In this agreement “the Equipment “means the Equipment specified overleaf, “the customer” means the person, Company or body he represents, “the Company” means Rydal Communications LTD.

### **2. AMENDMENTS**

**2.1** No representative or agent of the Company has any authority to agree any terms or make any representations inconsistent with any of these Terms and Conditions or enter into any contract except on the basis of them. Any such term, representation or contract will only bind the Company if in writing and signed by a director of the Company.

**3. TERM**

**3.1** This Agreement shall start on the commencement date specified overleaf and shall continue for the term specified overleaf and thereafter from year to year (each year starting at the anniversary of the commencement date) until terminated by notice in writing by either party to other party, such notice to be a minimum of 42 days and expiring at the end of any annual maintenance period. When notice is given by either party, it will be deemed to be received within a week of being posted by recorded delivery to the last known address of the party to whom it is given.

**4. PAYMENT AND CHARGES**

**4.1** The Annual Maintenance charge for the first year will be the amount shown overleaf. For each subsequent year this Agreement continues, the annual maintenance charge will be fixed according to the Company's current charges at the start of that year. The maintenance charge will be adjusted by a rate of not more than 12% in any one calendar year.

**4.2** The Annual Maintenance Charge for each year during which this Agreement continues shall be paid before the anniversary of the commencement date together with any applicable VAT or other Tax. The Company reserves the right to withhold service under this Agreement if the annual charge payable should be in arrears.

**4.3** If you are paying your Annual Maintenance Charge in instalments and your bank has advised us that you have cancelled your direct debit, we will contact you for payment. If we do not receive payment we may cancel your policy. Cancelling your Direct Debit does not mean that you have cancelled the policy.

**4.4** If you have made a claim or one has been made against you in the current period of insurance then the balance of the year's premium shall become payable.

**5. MAINTENANCE AND REPAIR**

**5.1** During the period of this Agreement, in consideration of the Maintenance Charge, the Company shall provide a Maintenance Engineer to carry out, free of any charge, during normal business hours any maintenance of and repairs and replacements to the equipment (including the provision of any necessary materials and spare parts) that may be reasonably requested by the customer and are necessary as a result of fair wear and tear arising from the proper operation of the equipment.

**5.2** Any maintenance, repairs or replacement or customer visits necessary as a result of causes other than fair wear and tear arising from the proper operation of the equipment or communications network may be carried out by the Company but at the Customers expense at the Company's current charges.

**5.3** All maintenance, repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of the Company.

**5.4** The Maintenance Service provided by the Company, will include cabling only when the cabling has been installed by the Company or an authorised

installer.

## **6. ALTERATIONS TO EQUIPMENT AND EXTENSION WIRING**

**6.1** All alterations to apparatus and extensions to wiring (including removal and re-installation to a new site) shall be carried out by the Company or by an installer authorised by the Company in writing, or by another Party if the Company is unable to carry out the work within 30 days of the customer's written request.

**6.2** The Company may adjust the annual Maintenance Charge if the Equipment is altered. In this event the Customer shall sign a supplementary Contact to include the new equipment.

## **7. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES**

**7.1** The customer must notify the Company, as soon as possible of any fault in the equipment or of any work or maintenance that may be necessary. Failure or delay to report faults, that create further damage to the equipment, may result in the Company charging the customer for repair, in accordance with the Company's Current Charges.

**7.2** The Customer must not allow the Equipment to be moved, interfered with or tampered with and shall at all times follow the advice given by the Company on the use and care of the Equipment. Failure to do this, may result in the Company, charging the Customer for the repair, in accordance with the Company's Current Charges.

**7.3** The Customer shall give the Company and its representatives access to the Equipment and shall at the Customer's expense make available mains electric supply and any other facilities and co-operation as may be necessary for the proper and prompt maintenance or repair of the Equipment under this Agreement.

**7.4** The customer at his expense shall comply with all statutory requirements, bye-laws, regulations, recommendations or instructions relating to the use or testing of the Equipment. The Company shall obtain and pay for any such licences, way-leaves, suitable private wires, jack sockets or any other items necessary for the operation of the Equipment. Suitable electric supplies where needed shall be provided and maintained by the customer at its expense.

**7.5** If the Equipment is maintained, repaired or altered by someone who is not authorised by the Company, this Agreement may be cancelled with immediate effect by giving the customer written notice and may retain the Annual Maintenance Charge.

**7.6** If the customer fails to make any payment due within 14 days in respect of the charges incurred by the provision of the Agreement or fails to observe any other provision of this Agreement, the Company shall be entitled to suspend all services until payment is made in full and shall further be entitled to terminate the Agreement with immediate effect by giving the customer written notice and may retain the annual maintenance charge.

**7.7** The customer shall maintain an environment suitable to support efficient operation of the Equipment.

## **8. LIMITATION OF LIABILITY**

**8.1** The Company will indemnify the customer:

i. (Where the United Kingdom Unfair Contract Terms 1977 applies to this Agreement) against liability for personal injury or death directly attributable to the negligence of the Company and

ii. against physical damage (but no loss of any data) caused to the customers tangible property directly arising from the negligence of the Company in connection with the Company's maintenance of the Equipment.

8.2 The Company's total liability to the customer under this condition (condition 8), shall not exceed ten times the Annual Maintenance Charge for one or more related claims arising in any one twelve month period.

8.3 The Company shall in no circumstances be liable in for any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and or the network providers Equipment and or Host PBX Systems.

8.4 Subject to the provisions of this condition 8, the Company shall not be liable to the customer for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with the Company's maintenance of the Equipment or otherwise.

8.5 The customer must insure the Equipment in respect of all risks relating to the maintenance of the Equipment not covered by the indemnity under this condition (condition 8).

## 9. GENERAL

### 9.1 English Law

This Agreement shall in all respects be governed by English Law.

### 9.2 Construction

The construction of this Agreement is not affected by any heading.

Reference to the plural shall include the singular and vice-versa.

### 9.3 Entire Agreement

This Agreement is the whole contract between the customer and the Company and the only conditions are those set out in the Agreement.

### 9.4 Waiver

i. If the Company does not enforce any of the Company's rights under this Agreement, it shall not constitute or be deemed a waiver or forfeiture of such rights.

ii. Any express or implied waiver by the Company of any term or condition of this Agreement or of any breach or default by the customer may be terminated by the Company at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or default or from enforcing any term or condition of this agreement.

### 9.5 Force Majeure

The Company will not be liable for any loss or damage caused by circumstances beyond the Company's control.

### 9.6 Assignment and Transfer

The customer's may not transfer the benefit of this Agreement or any of the Customer's duties under it without the written permission of the Company.

## Leased Lines Specific Terms and Conditions

Issue date: 01/01/2015

[if !supportLists] 1. [endif]1 DEFINITIONS

[if !supportLists] 1. [endif]These Leased Lines Specific Terms and Conditions of Supply are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Leased Lines Specific Terms and Conditions are specified below:

[if !supportLists] 2. [endif]"**Access**" means a copper or fibre optic internet and/or data connection which is provided via a dedicated link and used exclusively by you for the purposes of data transmission;

[if !supportLists] 3. [endif]"**Activation Date**" means the date upon which we confirm to you that the Leased Line Service is available for use;

[if !supportLists] 4. [endif]"**Assurance Backup**" means a secondary connection which facilitates the remote management and monitoring of the CPE and which can be used as a limited failover service in the event of a failure of the Leased Line Service;

[if !supportLists] 5. [endif]"**Broadband**" means internet access using ADSL Max and/or ADSL2 technology and/or such other technology as is available from time to time and offered by Rydal to its customers;

[if !supportLists] 6. [endif]"**Customer Order Form**" means the order form for the supply by Rydal of the Equipment and/or Services which has been completed by, or in accordance with an order from, you;

[if !supportLists] 7. [endif]"**CPE (Customer Premise Equipment)**" means the equipment located at your premises and which is connected with Rydal's leased line, Ethernet or private line circuit/service;

[if !supportLists] 8. [endif]"**EFM**" means Ethernet in the First Mile which is an internet connection provided over copper;

[if !supportLists] 9. [endif]"**Ethernet**" means the technology used to deliver a Leased Line;

[if !supportLists] 10. [endif]"**Leased Line**" means a copper or fibre optic internet and/or data connection provided and managed in such a way so as to provide guarantees about data throughput and performance;

[if !supportLists] 11. [endif]"**Leased Line Service(s)**" or "**Service**" means the provision of one of the following Leased Lines (i) Access, (ii) Ethernet, (iii) Private Line Service, (iv) EFM or (v) NGA Ethernet as specified on the Customer Order Form;

[if !supportLists] 12. [endif]"**Installation Service**" means the onsite installation service offered by Rydal as specified on the Customer Order Form and in accordance with the provisions of clause 11;

[if !supportLists] 13. [endif]"**Minimum Cancellation Notice Period**" means 30 days (to expire on or after the Minimum Service Period), unless otherwise stated in the Customer Order Form;

[if !supportLists] 14. [endif]"**Minimum Service Period**" means the greater of 12 months or the period set out in the Customer Order Form;

[if !supportLists] 15. [endif]"**NGA Ethernet**" means an internet connection provided using the technologies of FTTC (or FTTP where available) circuits to deliver business grade Ethernet services;

[if !supportLists] 16. [endif]"**Premium Bandwidth Type**" means a high speed internet connection that allows customers to peak to maximum purchased speed under all operating conditions and at all times;

[if !supportLists] 17. [endif]"**Private Line Circuit**" or "**Private Line Service**" means a point to point connection which enables data to be transferred between two business premises;

[if !supportLists] 18. [endif]"**Rental Agreement**" means any rental agreement entered into between Rydal and you for the rent by you of the Equipment (where specified in the Customer Order Form);

[if !supportLists] 19. [endif]"**Service Level Agreement**" or "**SLA**" means the service level agreement for the Leased Line Service that describes the service levels to be met by Rydal together with the remedies available to you for failure to meet such service levels;

[if !supportLists] 20. [endif]"**Standard Bandwidth Type**" means where the service is contended at a 5:1 ratio, with a guaranteed customer data rate (CDR) of 20% of the maximum, bursting up to the maximum when network capacity permits. Standard traffic above the CDR will be carried at risk of discard under congestion. For example a 100/100Mb service will provide 20Mbps guaranteed at all times and burst up to 100Mbps when bandwidth is available;

[if !supportLists] 21. [endif]"**Telecommunications Circuit**" means a circuit that allows that transmission of TCP/IP data;

[if !supportLists] 22. [endif]"**Terminating Device**" means a router that is used to terminate the Circuit and present connectivity through a single Fast/Gig Ethernet port to the customers network (normally via a firewall);

[if !supportLists] 23. [endif]"**Rydal**" / "**we**" / "**us**" means Rydal Communications LTD (Company Registration Number 06738960) of 141 Eastfield Road, Peterborough, PE14AU.

## [if !supportLists] 2. [endif]2 THE SERVICES

[if !supportLists] 1. [endif]2.1 Rydal shall provide the Leased Line Service at the data transfer speed stated on the Customer Order Form, subject to the terms of this Agreement.

[if !supportLists] 2. [endif]2.2 As part of the Leased Line Service, Rydal agrees to supply and you agree to purchase (or rent, where the Customer Order Form specifies a Rental Agreement) the Equipment (if any) specified in the Customer Order Form.

[if !supportLists] 3. [endif]2.3 You agree to install the Equipment on (or prior to) the Activation Date. The SLA relating to the Leased Line Service shall not come into effect and Rydal shall have no liability for any failure to deliver the Service under these Terms and Conditions or any SLA relating to the Service until the Equipment has been installed and connected to the Telecommunications Circuit by you. Rydal reserves the right to recover from you any charges incurred in providing onsite assistance.

[if !supportLists] 4. [endif]2.4 We will configure and deliver to your Site the Equipment to be connected by you to the Telecommunications Circuit at your Site

[if !supportLists] 5. [endif]2.5 Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales.

[if !supportLists] 6. [endif]2.6 Rydal shall not be obliged to provide the Leased Line to you unless and until we have received written confirmation, or



(if requested in our discretion) evidence, that all installation work at your premises is complete.

[if !supportLists] 7. [endif]2.7 You shall be responsible for the Charges from the Activation Date and any construction charges associated to your install.

[if !supportLists] 8. [endif]2.8 We shall allocate a range of Internet Protocol (IP) addresses for your use for machines on your network for the duration of this Agreement. It will be your responsibility to connect the Equipment to, and to configure your machines on, your own network.

[if !supportLists] 9. [endif]2.9 You accept that usage outside of your bandwidth allowance will incur additional charges. You agree to our rate sheet and accept that these additional charges may change subject to 30 day's notice.

### [if !supportLists] 3. [endif]3 REGRADES AND SHIFTS

[if !supportLists] 1. [endif]3.1 The bandwidth of an individual Leased Line circuit (a "Circuit") cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. Circuit bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to you by Rydal from time to time. For the avoidance of doubt, the Site Access bandwidth of an EFM Circuit cannot be downgraded at any time.

[if !supportLists] 2. [endif]3.2 Once a Circuit's bandwidth is re-graded, the new Circuit bandwidth will be subject to a minimum term ("Minimum Term") of one (1) month and any revised Charges will apply for that Circuit from the date upon which it is re-graded. For example, where a Circuit bandwidth is re-graded from 4Mb to 6Mb, the Minimum Term at 6Mb is one (1) month; thereafter the Circuit's bandwidth may be re-graded either up or down, provided that the re-graded bandwidth is no lower than the original order of 4Mb.

[if !supportLists] 3. [endif]3.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Service Period, upgrades will be permitted providing that new Charges and a new Minimum Service Period will apply for the upgrade. The new Minimum Service Period will have a duration of at least twelve (12) months or until the end of the original Minimum Service Period, whichever is the longer. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. For the avoidance of doubt, Site Access bandwidth for EFM Circuits can be upgraded, subject to the addition of extra copper pairs.

[if !supportLists] 4. [endif]3.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Service Period, an external shift will be permitted provided that a new Minimum Service Period

is agreed with a duration of at least twelve (12) months or until the end of the existing Minimum Service Period, whichever is the later. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. If a shift is not possible, a new Site Access will need to be ordered into the new Site.

[if !supportLists] 4. [endif]**4 SERVICE PERIOD**

[if !supportLists] 1. [endif]4.1 Unless otherwise terminated or suspended in accordance with this Agreement the following Leased Lines Services shall be provided for the Minimum Service Period from the date of activation:

[if !supportLists] 1. [endif]4.1.1 Access;

[if !supportLists] 2. [endif]4.1.2 Ethernet inc City Fibre/Peterborough CORE;

[if !supportLists] 3. [endif]4.1.3 Private Line;

[if !supportLists] 4. [endif]4.1.4 EFM;

[if !supportLists] 5. [endif]4.1.5 NCA Ethernet.

[if !supportLists] 2. [endif]4.2 On expiry of the Minimum Service Period, the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between Rydal and you, whichever is the latter.

[if !supportLists] 5. [endif]**5 PROVISION OF SERVICE**

[if !supportLists] 1. [endif]5.1 We may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). You may be subject to additional charges for such work as per Clause 7.1 below.

[if !supportLists] 2. [endif]5.2 Rydal may monitor the Leased Line Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.

[if !supportLists] 6. [endif]**6 ASSURANCE BACKUP**

[if !supportLists] 1. [endif]6.1 A suitable secondary connection must be present at the Premises prior to the Leased Line Service being Activated.

[if !supportLists] 2. [endif]6.2 In the event that you are unable to provide us with details of a suitable pre-existing secondary connection when you place your order with us, we will place an order for Assurance Backup at the same time we place your order for Leased Line Services.

[if !supportLists] 3. [endif]6.3 For the purposes of this clause, a "suitable secondary connection" means:

[if !supportLists] 1. [endif]6.3.1 an available Broadband service is already in existence at your premises; or

[if !supportLists] 2. [endif]6.3.2 the number of an available PSTN line on which we can install Assurance Backup service at your premises; or

[if !supportLists] 3. [endif]6.3.3 such other secondary connection as may be agreed by us from time to time.

[if !supportLists] 4. [endif]6.4 For the avoidance of doubt, where you have purchased a Private Line Service, the requirement to have a suitable secondary connection applies to both ends of the Private Line Circuit.

[if !supportLists] 5. [endif]6.5 In the event that you do not have a suitable secondary connection or Assurance Backup in place and operational either at the time of Activation of the Leased Line Service or at any time during the term of this Agreement:

[if !supportLists] 1. [endif]6.5.1 clause 3 of the Service Level Agreement (Operation of the Leased Circuit) shall cease to apply in relation to the Leased Line Service;

[if !supportLists] 2. [endif]6.5.2 any claim for Service Credits under clause 8.1 of the Service Level Agreement shall be invalid; and

[if !supportLists] 3. [endif]6.5.3 we shall have no liability for any failure to deliver the Service under clause 3 of the Service Level Agreement and our responsibilities shall be limited to using our reasonable endeavours to provide the Leased Line Service to you. This clause only applies to orders for Leased Line Services which have been placed on or after 18 March 2013.

[if !supportLists] 6. [endif]6.6 Assurance Backup shall be provided for the purposes of failover of the Leased Line Services only and you are not permitted to make use of the Assurance Backup as a primary circuit or for any other purpose. For the avoidance of doubt, Assurance Backup is not intended to provide an equivalent service to the Leased Line Service.

[if !supportLists] 7. [endif]**7 INSTALLATION OF ASSURANCE BACKUP**

[if !supportLists] 1. [endif]7.1 For the purposes of this clause, the Network Termination Point (or "NTP") means the end point of the network cable located either at:

[if !supportLists] 1. [endif]7.1.1 the point at which the network cable arrives on the exterior of the Premises (but no higher than 1.5 m above ground level); or

[if !supportLists] 2. [endif]7.1.2 within 3m of the entry of the network cable into the Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour's work from the time the engineer commences work on arrival at the Premises (provided that the one hour's work will only be undertaken to the extent necessary for engineering or safety reasons).

[if !supportLists] 2. [endif]7.2 The one hours work on site referred to at clause 7.1.2 relates only to the wiring at the Premises, not any work carried out off site.

[if !supportLists] 3. [endif]7.3 The Network Termination Point will be a single or multi-line internal NTE.

[if !supportLists] 4. [endif]7.4 The internal NTE will be located on a wall within 3m of the entry point into the Premises as measured horizontally along the entry wall or any adjacent wall. Wiring will be surface run along skirting boards. For avoidance of doubt, the 3m will not cover service to a point 3m radially from entry.

[if !supportLists] 5. [endif]7.5 Subject always to the restrictions set out in this clause 7, the engineer will fit the NTP as close as possible to where

you require it to be sited. If this is not sufficient for your needs, you have the option to request a further visit from an engineer, via Customer Services, to fit extension wiring (at additional cost to you) or you may make your own arrangements with another supplier or use wireless technology.

[if !supportLists] 6. [endif]7.6 You will be responsible for any internal wiring beyond the NTP. However, if an engineer is called to repair a fault which is beyond the NTP, the engineer will, where reasonably possible, at the time of repairing the wiring "regularise" the wiring to move the NTP to within the new demarcation point. This will not apply if the wiring has been routed within walls (for instance a previous new development). Additionally, re arrangement of wiring will only take place if it can be done as part of the normal appointment timescales. For instance, a line with excess internal wiring will be repaired by including an NTP at the correct location, and reconnecting the existing wiring and NTE.

## [if !supportLists] 8. [endif]8 CONDITIONS OF USE

[if !supportLists] 1. [endif]8.1 You agree that you will be responsible for all use of the Leased Line Services and (unless, we have agreed to supply it as part of the Equipment) for providing anything necessary for you to use the Leased Line Services and which is in addition to any Equipment or service provided by Rydal pursuant to this Agreement.

[if !supportLists] 2. [endif]8.2 Broadband Backup speeds are not guaranteed and are subject to availability, according to BT's advertised coverage of exchanges in the UK. Where Broadband is not available, a recommended alternative will be provided.

[if !supportLists] 3. [endif]8.3 With regard to service monitoring of Private Line circuits, the PSTN line for service monitoring is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where service monitoring is not available, a recommended alternative will be provided.

[if !supportLists] 4. [endif]8.4 You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we reasonably believe that such a step is in the interests of security).

[if !supportLists] 5. [endif]8.5 Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. In the event that you wish to make alterations to configuration of such Equipment, you agree to contact Rydal to request such changes. Upon confirmation of authorisation, Rydal will make such changes.

[if !supportLists] 6. [endif]8.6 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible.

## [if !supportLists] 9. [endif]9 CHARGES

[if !supportLists] 1. [endif]9.1 You agree to pay for any and all charges in relation to any additional work for installation of; (a) an Access Circuit, (b) an Ethernet Circuit, (c) an EFM Circuit (d) NGA Ethernet or (e) the Assurance Backup. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual circuit

pursuant to this paragraph no costs will be incurred by you in relation to that individual circuit, however, such cancellation shall not cancel any other circuits that you have ordered from Rydal, or discharge your obligation to pay the Charges for such circuits, whether or not such orders have been fulfilled.

[if !supportLists] 2. [endif]9.2 Your Service may also be subject to additional charges. These charges are listed below, but you will be notified of the exact amount of the charge in the event that such a charge becomes payable. All additional charges are payable in advance.

[if !supportLists] 3. [endif]9.3 **Abortive Visit Charges** We reserve the right to raise an 'Abortive Visit Charge' of £125 ex VAT if an appointment is agreed for work at your Premises and the engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, your premises. This may be because entry to your premises is refused or no access can be gained or where the person who placed the order or their representative is not available to provide detailed work instruction (i.e. socket location).

[if !supportLists] 4. [endif]9.4 An Abortive Visit Charge will also be imposed when:

[if !supportLists] 1. [endif]9.4.1 order cancellation charges are not applicable but appointments are cancelled or delayed after the contractual cancellation window; or

[if !supportLists] 2. [endif]9.4.2 an escort is not available. This is because Engineers cannot enter premises unescorted or with a person under the age of 18.

[if !supportLists] 5. [endif]9.5 **Excess Construction Charges** We may be required to carry out additional construction work prior to or during installation of your Service (for example, additional infrastructure may be needed to provide a new or an extended service at your Premises). Excess Construction Charges will be due and payable in addition to our standard connection charges.

[if !supportLists] 6. [endif]9.6 When Excess Construction is required, a survey will be carried out and charges will be individually assessed. These charges are in addition to the standard connection charges which apply for your Service.

[if !supportLists] 7. [endif]9.7 You agree to pay for any and all charges in relation to any additional work for installation of the Service including the cost of any additional equipment. However, prior to incurring such costs, you will be presented with a revised quotation and given the option to proceed or not with the installation work. If you elect not to proceed with the installation of an individual Service pursuant to this paragraph no costs will be incurred by you in relation to that individual Service, however, such cancellation shall not cancel any other Services that you have ordered from Rydal, or discharge your obligation to pay the Charges for such Services, whether or not such orders have been fulfilled.

[if !supportLists] 8. [endif]9.8 **Cancellation Charges:**

[if !supportLists] 1. [endif]9.8.1 New Line – cancelled before 1600 on

the day before install £85 exc VAT;

[if !supportLists] 2. [endif]9.8.2 New line – cancelled after 1600 on the day before install £125 exc VAT;

[if !supportLists] 3. [endif]9.8.3 Stopped Line £20 exc VAT; and/or

9.9 NTE5 Shift the following charges shall be payable in the event that the NTE5 is to be moved:

[if !supportLists] 4. [endif]9.9.1 If done whilst engineer is already on site £65 exc VAT (includes 1 hour);

[if !supportLists] 5. [endif]9.9.2 If dedicated visit £125 exc VAT (includes 1 hour); and/or 9.9.3 Additional Hours £65 exc VAT per hour.

[if !supportLists] 10. [endif]**10 TERMINATION**

[if !supportLists] 1. [endif]10.1 Once the Leased Line Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period (which shall only expire on or after the Minimum Service Period).

[if !supportLists] 2. [endif]10.2 Termination before the activation date of the service as specified by Rydal may be subject to any charges incurred by Rydal and Rydal reserves the right to recover from you any charges incurred.

[if !supportLists] 11. [endif]**11 INSTALLATION SERVICE**

[if !supportLists] 1. [endif]11.1 The following terms shall apply where you have opted for Rydal's Installation Service.

[if !supportLists] 2. [endif]11.2 An engineer will visit your premises to connect the CPE to the Leased Line Circuit. We shall use our reasonable endeavours to ensure that the Leased Line circuit is in a working state prior to leaving your premises, however, in the event that we are able to connect the CPE but we are unable to sign off the Circuit due to a carrier fault, we will contact you once the fault has been resolved to confirm whether or not the Circuit is operational. You will not be liable for the Charges until the Circuit is confirmed as operational.

[if !supportLists] 3. [endif]11.3 We will perform the following router installation tasks, unless otherwise agreed between us. For the avoidance of doubt, the Access router(s) will, by default be configured to act as a Terminating Device only. Any specific routing policies e.g. Access Control Lists, must be raised at the design stage or during the completion of the scope of works, otherwise, any changes may necessitate a re-design and delay the installation due to testing and bespoke development. The installation tasks will include:

[if !supportLists] 1. [endif]11.3.1 the installation and configuration of the proposed router appliance(s);

[if !supportLists] 2. [endif]11.3.2 configuration of the router by default to act as a terminating device to the Leased Line;

[if !supportLists] 3. [endif]11.3.3 any bespoke requests will be accepted

on a project by project basis;

[if !supportLists] 4. [endif]11.3.4 the backup and storage of a copy of the OS configuration at the time of installation sign off;

[if !supportLists] 5. [endif]11.3.5 the performance of operational and performance tests;

[if !supportLists] 6. [endif]11.3.6 reporting portal access and authentication tests – office set up;

[if !supportLists] 7. [endif]11.3.7 establishment of management, monitoring and reporting communications;

[if !supportLists] 8. [endif]11.3.8 where appropriate, the setup of additional resilience i.e. high availability if ordered and if possible test failover;

[if !supportLists] 9. [endif]11.3.9 any bespoke technical development required to verify a given configuration before implementation; and

[if !supportLists] 4. [endif]11.4 Before any work is undertaken pre-installation checks must be completed to avoid any un-necessary delay or costs. Rydal reserves the right to charge for additional visits due to the installation not being completed as a direct result of either the Scope of Works pre-requisites not being met and/or any pre configuration forms not being completed correctly or on time. The pre installation checks shall be undertaken by you at least 5 days in advance of the Installation Services being performed. Assistance will be provided by a qualified Rydal engineer at no cost.

[if !supportLists] 5. [endif]11.5 For the avoidance of doubt, the Installation Services cannot take place until we receive a signed copy of the Scope of Works (Survey) and confirmation that the following pre-requisites have been met:

[if !supportLists] 1. [endif]11.5.1 a 240V power socket is required for each individual router as well as any resilience units i.e. High Availability pairs;

[if !supportLists] 2. [endif]11.5.2 we will require either an UTP/RJ45 connection to connect the router to your network. We will supply X-cover cables where necessary (router to firewall);

[if !supportLists] 3. [endif]11.5.3 the router can only be connected to a UTP based network; it may be necessary to supply an additional 4-port UTP/BNC hub (charged separately). If a hub is required an additional 240V power socket will be required;

[if !supportLists] 4. [endif]11.5.4 the network connection should preferably be within 2 metres of the proposed installation of the Access router however a maximum of 10m can be accepted;

[if !supportLists] 5. [endif]11.5.5 a free local TCP/IP address is required for both the Router and any subsequent appliances;

[if !supportLists] 6. [endif]11.5.6 an indication of any other devices, firewalls, switches, servers etc that may cause communication issues between the router and the network must be clearly identified and a network diagram provided where possible;

[if !supportLists] 7. [endif]11.5.7 all security, access and change control processes to be actioned prior to the visit; and

[if !supportLists] 8. [endif]11.5.8 Named contact with suitable access rights is to be provided by you to us.

[if !supportLists] 6. [endif]11.6 The Charges for the Installation Service are subject to the following assumptions:

[if !supportLists] 1. [endif]11.6.1 the site at which the Installation Service will be performed has no redundant hardware onsite to decommission, remove from site and/or dispose of;

[if !supportLists] 2. [endif]11.6.2 the site at which the Installation Service will be performed is within mainland UK in a major town or city and with no impediment to road travel;

[if !supportLists] 3. [endif]11.6.3 the Installation Service shall take a maximum of 2 hours(commencing from the time of the scheduled appointment, regardless of the time that the engineer actually commences the installation); and

[if !supportLists] 4. [endif]11.6.4 that the Installation Service shall be performed between the hours of 09:00 to 17:00, Monday to Friday excluding public holidays

[if !supportLists] 7. [endif]11.7 Where the assumptions set out at clause 10.6 above are not met, we reserve the right to increase the Charges payable for the Installation Services.

[if !supportLists] 8. [endif]11.8 Upon completion of the Installation Services a Project Signoff Certificate shall be issued by Rydal for signature by both parties. Once signed by both parties, this document shall certify that the Installation Services have been carried out to your reasonable satisfaction.

[if !supportLists] 9. [endif]11.9 If a Project Sign-Off Certificate is not signed by you, your use of the Installation Services within a live environment for not less than one month shall be deemed to be acceptance by you that the Services have been carried out to your reasonable satisfaction.

[if !supportLists] 10. [endif]11.10 Upon termination of the Installation Services for any reason, all sums due to Rydal shall become immediately payable by you without set-off or deduction. An Administration fee for processing this is £99 per circuit.

[if !supportLists] 11. [endif]11.11 The following Cancellation Charges shall apply in respect of the Installation Services and shall be payable immediately upon termination:

<b>Cancellation notice received by Rydal</b>	<b>Cancellation Charge</b>
< 5 working days notice of cancellation	50% Term Charge
< 2 working days notice of cancellation	75% Term Charge
< 1 working days notice of cancellation	100% Term Charge