

GRADE A-TEAM TECHNICAL SOLUTIONS UK LTD – NETWORK, LINE RENTAL AND BROADBAND TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract the following terms have the definitions shown next to them:

Supplier: Grade A-Team technical solutions UK Ltd, Kingfisher House, Rowhams Lane, Southampton, SO52 9LP
Registered in England Number 14274911

Subsidiary: means in relation to a company wherever incorporated (a holding company) means a 'subsidiary' as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Terms: means these terms and conditions.

Equipment: means equipment (including any software) placed by the Supplier at the premises to supply the Service.

Broadband: means ADSL/ADSL 2+ and/or FTTC/FTTP.

Call: means a signal, message or communication that is silent, spoken or visual.

Conditions: these terms and conditions for the Supplier's business service.

Contract: means these Conditions, the Service, and the Service Guarantee. This Contract begins on the date that the Supplier accepts the Customer's request for Service.

Customer: means the person with whom the Supplier contracts to provide the Service.

Customer Equipment: means equipment that is not part of the Provider's network, and which the customer uses or plans to use with the Service.

Minimum Period: means the minimum contract period applying to each of the Services, including Broadband, Line Rentals and/or SIP services, commencing on the date of connection and expiring on the day at the end of the minimum period as set out in the agreement overlaid. Following completion of the Minimum Period, this agreement will be extended by further periods of 12 months and will continue in force until terminated in accordance with the requirements under clause 10.2

Premises: means the place at which the Supplier agrees to provide the Service.

Service: means the facility to make or receive a Call (or both) and any related services listed that the Supplier agrees to provide to the Customer under this Contract.

Service Failure: means the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

2. SUPPLY OF THE SERVICE

2.1 The Service will commence on the date of contract and continue for the minimum term as set out in the Order Form. The Supplier shall provide the Service and Equipment to the Customer subject to these Terms. All services are independently provided and are individually subject to termination charges.

2.2 No variation to these Terms shall be binding unless agreed in writing by the Supplier.

2.3 The Customer shall at its own expense supply the Supplier with all necessary documents and other materials and all necessary data and other information relating to the Service and the Equipment within sufficient time to enable the Supplier to provide the Service and the Equipment in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

2.4 The Customer shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

2.5 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.6 The Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer if the Service has been superseded with a similar or improved product.

2.7 Occasionally, for operational reasons, the Supplier may have to change the codes or the numbers given to the Customer, or interrupt the Service. The Supplier will restore the interrupted Service as quickly as possible.

3. PRICE OF THE SERVICE

3.1 The price of the Service shall be the relevant price at the time the Service is in use as stated in the Network Service Agreement tariff name. Calls may be subject to a connection charge and/or rounding of thirty second intervals dependent on the tariff provided.

3.2 Any applicable value added tax, import or export duties or other tax or duties are payable by the Customer in addition.

3.3 Prices may rise in accordance with, but not limited to, our BT, Pagma and Gamma wholesale price and the completion of any introductory discount. The offer and price can be viewed on our website www.GradeA-Teamtelecomsuk.co.uk; one month's notice will be given to any rise.

3.3 The Supplier shall be entitled to vary the tariff stated in the Network Service Agreement from time to time by providing not less than one month's notice to its Customers. Such notice to be posted upon the Supplier's website at www.GradeA-Teamtelecomsuk.co.uk.

3.4 Included in your package is a discount on service charges for 12 months. This will discontinue on month 13 of service and the full tariff can be viewed on our website www.GradeA-Teamtelecomsuk.co.uk.

4. TERMS OF PAYMENT

4.1 The Supplier will invoice the Customer for sums due at monthly intervals.

4.2 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.

4.3 The Supplier shall submit invoices to the Customer via email. A relevant email address must be supplied by the Customer.

4.4 If payment in full is not made on the due date the Supplier may:

4.4.1 cancel the Contract;

4.4.2 stop providing the Service, and any other services provided to the Customer by a member of Grade A-Team technical solutions UK Ltd (Other Services);

4.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made;

4.4.4 demand immediate payment of all outstanding sums due;

4.4.5 render the Equipment non-functional until such time as all outstanding invoices and interest are settled in full;

4.4.6 If the Service or Other Services are suspended, the Supplier will tell the Customer what needs to be done before they can be reinstated. However the Customer must continue to pay all charges relating to the Services and Other Services whilst the relevant contracts and agreements continue.

4.5 If the Customer requests that the Supplier change the network telecommunications supplier used in connection with the Service, the Supplier shall be entitled to be reimbursed by the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.

4.6 Broadband usage will be based upon a predetermined unit of time and/or volume of data, together with any charges related to Value Added Services from time to time provided by the Company, in each case at the rates set out or referred to in the Company's published tariffs and/or such as may be agreed in writing between the Customer and the Company. Unless stated otherwise, the monthly inclusive transfer is limited to 100Gb. Usage which exceeds the agreed allowance within the specified monthly package will be charged at the Company's standard rates of £1.00 per Gb. All Usage Charges will be invoiced to the Customer monthly in arrears, and must be settled by Direct Debit.

5. DELIVERY OF EQUIPMENT

5.1 Delivery of the Equipment shall be made by the Supplier delivering the Equipment to the agreed location, as detailed in the Network Service Agreement.

5.2 Any dates given for delivery of the Equipment are approximate and the Supplier shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6. RISK AND PROPERTY

6.1 The Equipment will remain the property of the Supplier.

6.2 The Customer shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and fully insured and identified as the Supplier's property. The Customer shall if so requested by the Supplier, produce within 7 days, evidence of such insurance to the Supplier.

6.3 The Customer shall deliver the Equipment to the Supplier on demand, and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

6.4 The Customer may not pledge or in any way charge the Equipment by way of security for any indebtedness of the Customer.

6.5 The Customer shall keep the Equipment in good condition and not alter or modify it in any way.

7. CUSTOMERS OBLIGATIONS

7.1 The Customer agrees that it will:

7.1.1 allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customer's employees;

7.1.2 route all calls via Grade A-Team technical solutions UK chosen network for the duration of the agreement, and not in any way whatsoever, cause calls to be made which are not routed over Grade A-Team technical solutions UK preferred network, whether by the use of an auto dialler used to route calls over a different network, or by the use of a manually inputted code, or via cps, or by any other method whatsoever (save in respect of calls to exempt numbers, as notified to the Customer from time to time).

7.1.3 ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;

7.1.4 not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;

7.1.5 maintain the Equipment in good working order and in conformance with the relevant standards or approval for the time being designated under the Act or any other relevant regulatory authorities or licences;

7.1.6 obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;

7.1.7 indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.

8. WARRANTIES AND LIABILITIES

8.1 The Supplier does not warrant that the Service will never be faulty.

8.2 Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.

8.3 Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications detailed in the Network Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract but the Supplier shall have no further liability whatsoever.

8.4 Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.

8.5 The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).

8.6 The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier or its employees or agents to the Customer or its employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation entirely at the Customer's own risk. The Customer confirms that it has not been induced to enter into this Contract on the basis of the representations of the Supplier that have not been confirmed in writing.

8.7 The Supplier shall have no liability whatsoever:

8.7.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence (including improper storage), improper installation, use or maintenance, abnormal working conditions or failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

8.7.2 if any sum owing by the Customer to the supplier has not been paid.

8.7.3 if loss is suffered by the Customer because the Equipment fails to perform to its specifications due to the default of the network provider or any other third party.

8.8 Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:

8.8.1 any breach of the Supplier's contractual obligations arising under the Contract;

8.8.2 any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

AND THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 8

8.9 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within clause 8.8 above is described as an 'Event of Default'.

8.10 That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees, agents or subcontractors that the law does not permit the Supplier to exclude shall be unlimited.

8.11 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.

8.12 Subject to condition 8.9 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

8.13 The Supplier shall not be held liable for any costs associated with fraudulent calls made via the Service howsoever caused, and the Customer agrees to take all reasonable steps to ensure that this does not happen. These steps must include, but are not limited to, ensuring that all available security measures are installed/employed within their telephone systems. Non-compliance may result in exclusion of any Anti-Fraud protection offered by the Supplier.

8.14 The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes.

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

9. TERMINATION BY THE SELLER

9.1 The Supplier may terminate this Contract with immediate effect on giving written notice to the Customer:

9.1.1 if the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification;

9.1.2 if the Customer at any time does not have the necessary valid licence to run its telecommunications system;

9.1.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;

9.2 The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

10. TERMINATION BY THE CUSTOMER

10.1 The Customer may terminate this Contract by giving not less than three (3) months' prior written notice to the Supplier - such notice to coincide with the end of the initial minimum period, or any subsequent 12-month renewal period. This notice must be sent to the Supplier's place of business by recorded delivery. For non-renewable Contracts, should the services leave Grade A-Team technical solutions UK further to the minimum term expiring without notice having been provided, or should the notice period not be served, a charge equaling to 3 months' average billing revenue will be invoiced to the Customer.

10.2 Where the Customer terminates this Contract prior to the expiry of the Agreed Term, the balance of the fees payable for the Service for the remainder of the Agreed Term shall become immediately due,

the Supplier shall invoice the Customer for the appropriate amount, which is to be calculated based on an average charge over the last 3 full months billing to the Customer. Any such charges will be taken by direct debit where applicable.

10.3 The Customer hereby agrees to repay in full, any termination charges paid by the Supplier on behalf of the Customer to a previous Supplier, should the Customer wish to end this Agreement at any time prior to the agreed term.

10.4 If the Customer has been allocated a Non Geographic Number by the Supplier providing inbound call revenue, the Supplier shall in its own discretion upon termination of this Agreement rescind all inbound revenues payable to the Customer.

10.5 There is no 'Cooling off' to our contracts

11. GENERAL

11.1 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

11.2 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.3 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.4 These Terms and the Network Service Agreement overlaid constitute the entire Agreement between the Supplier and the Customer concerning the supply of the Equipment and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation) between them.

11.5 The Contract shall be governed by the laws

12 THE SUPPLIER'S GUARANTEE

12.1 The Supplier guarantees:

(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;

(b) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to the Supplier.

(c) not to disconnect the Service by mistake.

(d) to keep any appointment the Supplier makes with the Customer under this Contract.

12.2 If Openreach is late in providing the Service or repairing a Service Failure, the Customer may choose Call Openreach as described in paragraph 19.2. This is only available if it is reasonably practicable, as technical restrictions may sometimes prevent this option.

GRADE A-TEAM SIP BUNDLE TARIFF

SERVICE DESCRIPTION	CHARGE TO OUR CUSTOMERS
Unlimited Data Mobile SIM (O2)	£ 15.00
Unlimited Data Mobile SIM (VODAFONE)	£ 18.00
Unlimited Data Mobile SIM (EE)	£ 21.00
4G Mobile Broadband	£ 55.00
5G Mobile Broadband	£ 69.98
ADSL 2+	£ 44.99
Annex M	£ 44.99
Basic SL line rental - WLR 3	£ 24.99
Business Care	£ 10.00
Caller Display - WLR 3	£ 1.50
Care Level 2 - Residential	£ 1.50
Care Level 3 - PSTN	£ 8.00
Care Level 4 Residential	£ 15.00
CLIP - WLR 3	£ 1.00
Converged FTTC	£ 69.98
DDI - WLR 3	£ 1.00
EE BT Unlimited mobile broadband	£ 69.98
Grade A-Team AI Audio Platform	£ 14.99
FTTC 160:30 (GAMMA)	£ 69.98
FTTC 330:50 (GAMMA)	£ 74.99
FTTC 40:10 (GAMMA)	£ 44.99
FTTC 80:20 (GAMMA)	£ 44.99
FTTP 115:20 (GAMMA)	£ 55.00
FTTP 160:30 (GAMMA)	£ 55.00
FTTP 1G:220 (GAMMA)	£ 350.00
FTTP 220:30 (GAMMA)	£ 55.00
FTTP 80:20 (GAMMA)	£ 44.99
Glide Grade A-Team 40	£ 69.98
Glide Grade A-Team 80 Unlimited	£ 69.98
Horizon Premium Assured	£ 15.00
Internet Access - Managed 36	£ 250.00
Internet Access - Managed 60	£ 275.00
IPC3-LTLM Lifetime Maintenance Charge	£ 9.99
IPC3-MUL Monthly User Licence	£ 9.99
IPC3-ONE-UC - iPECS ONE Standard	£ 9.99
IPDC Channel	£ 14.99
ISDN 2 Digital Standard Channel Rental- WLR 3	£ 45.00
ISDN 2 Digital System Channel Rental - WLR 3	£ 35.00
Licence maintenance for T58W	£ 12.99
Licence maintenance for T57W	£ 10.99
Licence maintenance for T54W	£ 9.99
Licence maintenance for DECT	£ 9.99
Lifetime license Maintenance for No Handset	£ 8.50
Additional Licence For T58W	£ 29.99
Additional Licence For T57W	£ 19.99
Additional Licence For T54W	£ 15.99
Additional Licence For DECT	£ 15.99
Additional Licence No Handset	£ 14.99
ML Main Rental - WLR 3	£ 29.99

Prem SL line rental - WLR 3	£	29.99
SFI2 FTTC	£	199.99
Sip Trunk call bundle service	£	1.50
SoGEA 80:20 (1 Month term)	£	69.98
Starlink Broadband	£	120.00
STCM Channel	£	9.99
STCM DDI	£	1.00
STCM Service	£	49.99
TTB FTTC 80:20	£	69.98
Web Listing Service	£	9.99
Web Perpetual license	£	9.99
Wholesale 1571 - WLR 3	£	2.50
WLR Raw Call Data	£	1.00
WLR Wholesale Call Minder Custom - WLR 3	£	9.99
Leased Line	POA	
Grade A-Team SAFE	£	14.99

CONDITIONS OF SALE

Order Terms and Conditions

1. Definitions used in this Agreement shall have the same meaning as those set out in the Rental Agreement.

1.1 Grade A-Team technical solutions UK Ltd, Kingfisher House, Rownhams Lane, Southampton, SO52 9LP
Registered in England No. 14274911

2. The terms of the Rental Agreement provide that it may be transferred or assigned to Grade A-Team technical solutions UK at any time during the Fixed Period and at the absolute discretion of the Hirer. Should this happen Grade A-Team technical solutions UK shall be entitled to enforce the terms of the Rental Agreement as if Grade A-Team technical solutions UK was a signatory to it. In such an event, either Grade A-Team technical solutions UK or the Hirer will give you notice of any variation to the way in which the rentals are to be made.

3. No order for the rental of Equipment which has been accepted by Grade A-Team technical solutions UK may be cancelled by the Customer prior to installation except with the express agreement in writing of Grade A-Team technical solutions UK, and on the terms that the Customer shall indemnify Grade A-Team technical solutions UK for the administration costs accrued in dealing with your order ('the Cancellation Charge'). The Cancellation Charge is calculated as being equivalent to 3 quarterly rentals and this sum shall be immediately due to Grade A-Team technical solutions UK on notice of cancellation being given. It is agreed that this is a fair and reasonable charge in all circumstances.

4. Where the Rental Agreement has been transferred or assigned to Grade A-Team technical solutions UK, Grade A-Team technical solutions UK may at its own discretion accept the Cancellation Charge in settlement of all amounts which may otherwise be due to Grade A-Team technical solutions UK on termination of the Rental Agreement.

5. By signing and dating a copy of this Agreement You represent that you are a Body Corporate and not an individual for the purposes of the Consumer Credit Act 1974 and You agree and accept the terms and conditions set out in this Agreement and in the Rental Agreement.

6. Financial Information

In the event of failure to obtain finance from a third-party finance provider ('Hirer') Grade A-Team technical solutions UK reserves the right to request additional financial information to assist the customer with obtaining finance.

7. There is no trial period or "cooling off" period with any of Grade A-Team (UK) Ltd business service contracts. Once this and all relevant documentation is signed the customer may be subject to cancellation charges.

8. Any additional work carried out to support the services we provide shall be subject to further cancellation charges in the event the customer terminates the contract within the given term.

9. Contract pages 1 to 5 covering Network Services, Order Form, Support, Line rental and Broadband and Customer requirements form are independent contracts from any other 3rd party contracts. These contracts will be actioned regardless of the success of any 3rd party contracts.

10. In the event of early termination of contracts, early termination fees will be applied and taken by direct debit where applicable.

11. If there is a network settlement contribution then the conditions stated on the order form must be adhered to.

12. If there is an introductory Network Service discount this will automatically be stopped at the end of the introductory term.

13. Any settlement paid for by Grade A-Team technical solutions UK Ltd to a previous supplier will be charged to the customer in the event the full term of the contract isn't completed.

14. Please note that we do not offer a call park facility with our NFON licenses.

15. Please note that we will use a 3rd party finance company to charge phone system rentals

16. All payments of early termination to a previous supplier are subject to 90 day payment terms, this includes finance settlements.

17. In the event that all services are migrated away from Grade A-Team within the minimum period we reserve the right to stop network settlement contributions.

18. Services and rebates may be suspended if arrears are accrued with any 3rd party supplying services in relation to this contract.

19. Any new contract signed, "upgrade", within the minimum term will not supersede the original contract until all verbal checks are completed and billing begins. In the event the new contract "upgrade" is unwound then the original contract will stand.

20. Any Lump Sum Creditor or previous supplier termination charges will be added to any early termination charges should you leave within the minimum term.

21. Grade A-Team technical solutions UK Ltd reserve the right to suspend services in the event of arrears of payment or equipment not being insured once completed.

22. If Direct Debit billing is applied to this contract then Grade A-Team technical solutions UK Ltd reserve the right to suspend services upon no active direct debit being in place.

23. There will be an additional charge of £400 + vat for each divert that is placed from the system to any local, national, mobile or international number.

24. We aim to deliver payment to invoices within 90 days of receipt however any extension to this does not result in a breach of contract if compensation is offered.

Certain services provided may be financial credit agreements and Missing Payments Could have severe consequences and may make obtaining Credit more difficult.

ON-SITE WARRANTY AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions

Supplier: means Grade A-Team technical solutions UK Ltd, Kingfisher House, Rownhams Lane, Southampton, SO52 9LP

.Registered in England Number 14274911
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Subsidiary: In relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Customer: means the person named overleaf;

Equipment: means the equipment detailed overleaf and all internal cabling up to the network test termination point or other demarcation point;

Commencement Date: means the date specified overleaf as the commencement date; or in the alternative the Commencement Date will be the Confirmation of Delivery Date (which is the date the installation of the Equipment has been signed off by the Customer)

Agreement Term: means, subject to Clause 9 below and earlier termination in accordance with Clause 10, a period of 7 years from the Commencement Date;

On-Site Warranty Services: means the fault rectification service described in clause 4 below.

Fair Usage: means, 24 or less requests for works in each annual period.

2. SUPPLIER'S UNDERTAKING

2.1 In consideration of the payment by the Customer of the annual service charge in accordance with the terms of clause 3 the Supplier undertakes to provide the On-Site Warranty Services in respect of the Equipment upon the terms and conditions of this On-Site Warranty Agreement.

3. ON-SITE WARRANTY CHARGES

3.1 The annual service charge for the On-Site

Warranty Service is payable annually in advance, it is agreed that this may be 3 months in advance to allow for any annual administration to take place. Payment for services provided to the Customer in addition to the On-Site Warranty Services is due on presentation of an invoice by the Supplier.

3.2 The Supplier reserves the right to submit invoices to the Customer via e-mail.

3.3 Where payment is outstanding past the due date in respect of any invoice due under this On-Site Warranty Agreement the Supplier may suspend its obligations under this On-Site Warranty Agreement until payment of the overdue amount is made.

3.4 The Supplier may charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made.

4. ON-SITE WARRANTY SERVICES

4.1 On-Site Warranty Services shall comprise

4.1.1 Upon receipt of a request from a Customer the inspection testing and diagnosing (by attendance on site or remotely) by the Supplier or any fault reporting in an item of Equipment; and

4.1.2 The carrying out by the Supplier of such repair's replacement of parts or adjustment as the Supplier shall deem necessary to remedy the said fault.

4.2 On-Site Warranty services will be carried out by duly qualified engineers.

5. TIMES FOR ON-SITE WARRANTY SERVICES

5.1 Unless prevented by

circumstances beyond the Supplier's control, the Supplier will rectify faults during the following hours as based on the agreed level of service detailed overleaf: 5.1.1 LEVEL 1: Between the hours of 9.00am and 5.00pm Mondays to Fridays excluding weekends and public holidays.

5.1.2 Deliberately left blank.

5.1.3 LEVEL 3: Between the hours of 7.00am and 11.30pm Mondays to Fridays, weekends and public holidays 8am – 5.30pm.

5.2 The Supplier will use its reasonable endeavours to ensure that response times to the Customer's notification of a fault are not more than:

5.2.1 8 working hours if the equipment has failed completely; or

5.2.2 16 working hours if the equipment has failed partially.

6. EXCLUSIONS

6.1 The Supplier shall have no obligations or liability whatsoever under

this On-Site Warranty Agreement: 6.1.1 in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

6.1.2 if any sum owing by the Customer to the Supplier has not been paid;

6.1.3 if loss is suffered by the Customer because the Equipment fails to perform to its specifications and the failure is caused by faults in the service provided by the network provider;

6.1.4 in respect of any delay in the execution of any repair;

6.1.5 in respect of remedying defects in electricity or network supply to the Equipment; defects caused by failures or surges of electrical power; failure of the Equipment due to changes in the electrical supply service or the public network.

6.1.6 in respect of any defect arising due to circumstances beyond the Suppliers reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action import regulations or embargoes.

7. LIMITATION OF LIABILITY

7.1 Save as otherwise expressly provided in this On-Site

Warranty Agreement, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Customer in respect of: 7.1.1 any breach of the Supplier's contractual obligations arising under the On-Site Warranty Agreement; and

7.1.2 any representation (other than fraudulent misrepresentation) statement or tortious act or omission including negligence arising under or in connection with these conditions.

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CLAUSE 7

7.2 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within clause 7.1 above is described as an "Event of Default".

7.3 To the extent the law does not permit such liability to be excluded the Supplier's liability to the Customer for death or injury resulting from its own or that of its employees', agents' or sub-contractors' negligence shall not be limited.

7.4 Subject to condition 7.3 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

7.5 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to £200,00

8. THE CUSTOMER'S OBLIGATIONS

The Customer agrees that it will:-

8.1 pay the Supplier all amounts due under this On-Site Warranty Agreement at the due times, which will be stated on the invoices issued pursuant to clause 3.

8.2 ensure that the Equipment is not:

8.2.1 moved at any time from the address at which it was originally installed,

8.2.2 altered, adjusted or interfered with in any way except by the Supplier's servants or agents. Alterations include the reprogramming of the Equipment to change network providers for the purpose of least cost routing;

8.3 provide the Supplier with full access to the Equipment during the hours of the agreed service level to enable On-Site Warranty Services to the Equipment to be carried out;

8.4 pay the Supplier's charges for reprogramming the Equipment required as a result of an error by any person other than the Supplier's servants or agents;

8.5 not alter or extend the Equipment without prior notification to the Supplier (an additional charge may, at the Supplier's sole discretion be made for the repair/replacement of altered Equipment);

8.6 provide the Supplier with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records;

8.7 reasonably request works under this contract and agrees where applicable that any usage in excess of Fair Usage, could, at the Suppliers discretion, incur an additional charge pursuant to clause 9.3.

9 ADDITIONAL EQUIPMENT AND ADDITIONAL SERVICES

9.1 If at any time throughout this On-Site Warranty Agreement Term the Supplier agrees to provide the Customer with any additional equipment ("additional equipment") any such equipment will form part of the Equipment for the purposes of this On-Site Warranty Agreement and the annual service charge will be amended proportionally by the Supplier.

9.2 The Supplier agrees to provide day to day support in addition to the conditions in clause 4, these can include remote programming changes, advice and training where there isn't any actual Fault Reporting.

9.3 If the Supplier deems the level of support being provided is not proportional to the relative charge pursuant to clause 3 while considering clause 8.7, then the Supplier will apply an appropriate increase to the annual service charge.

9.4 Any increase in the annual service charge pursuant to clause 9 will have supporting evidence for any such increase which can be provided to the Customer when requested.

10 TERM & TERMINATION

10.1 Subject to clause 10.2, this On-Site Warranty Agreement may be terminated:

(a) by the Customer during the Agreement Term by giving at least 90 days written notice to the Supplier expiring on an anniversary of the Commencement Date. To validly terminate this On-Site Warranty Agreement in this way the customer must pay the service charges in respect of the remainder of the On-Site Warranty Agreement Term after the date of termination; or

(b) by the Supplier if the Customer is in breach of any provision of this On-Site Warranty Agreement and does not rectify the breach within 14 days of the Supplier's notice of such breach. Upon termination by the Supplier, the Customer must pay the annual service charges in respect of the remainder of the On-Site Warranty Agreement Term after the date of termination.

10.2 This On-Site Warranty Agreement shall be automatically extended for a further period of 12 months after the end of the Agreement Term unless the Supplier serves notice to terminate this On-Site Warranty Agreement, such notice to be served at least 90 days before the end of the Agreement Term in accordance with clause 10.3.

10.3 A notice given to a party under this Clause 10 shall be:

(a) sent to the party for the attention of the [Managing Director] at the address specified overleaf; and

(b) sent by recorded delivery.

(c) Or sent by fax or email by the Supplier in the event of a breach of clause 3, but in any event the Supplier will issue a formal notice under 10.3(a) and (b) prior to the actual termination of the Agreement.

11 GENERAL

11.1 The terms of this On-Site Warranty Agreement including the details overleaf, represent the entire agreement between the parties in relation to the On-Site Warranty of the Equipment and no variation shall be binding unless signed by the director of the Supplier.

11.2 The terms of this On-Site Warranty Agreement may be varied by the Supplier if the Supplier deems such variation to be necessary to comply with any statute, regulation or British Standards Institute requirement.

11.3 The annual charge payable under this On-Site Warranty Agreement shall be reviewed annually and may be increased by not more than the rate of inflation determined in accordance with the Retail Prices Index.

11.4 The Supplier reserves the right to make a charge in accordance with its current rates if it is erroneously notified of an Equipment fault on more than two occasions in any calendar month.

11.5 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.6 No delay or failure by the Supplier in enforcing any provision of this On-Site Warranty Agreement shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the On-Site Warranty Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.7 If any provision of this On-Site Warranty Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this On-Site Warranty Agreement and the remainder of the provision in question shall not be affected.

11.8 The Supplier may assign its rights and obligations. The Customer may not assign its rights and obligations

11.9 The Supplier may change the Terms of this On-Site Warranty Agreement (including the charges) at any time. The Supplier will publish details of such changes on line on the Supplier's website www.Grade-A-Teamtelecomsuk.co.uk at least two weeks before the change is to take effect.

11.10 This On-Site Warranty Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

GRADE A-TEAM TECHNICAL SOLUTIONS UK LTD – NETWORK , LINE RENTAL AND BROADBAND TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In this Contract the following terms have the definitions shown next to them:

Supplier: Grade A-Team technical solutions UK Ltd, Kingfisher House, Rownham Lane, Southampton, SO52 9LP

Registered in England Number 14279911

Subsidiary: means in relation to a company wherever incorporated (a holding company) means a 'subsidiary' as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Terms: means these terms and conditions.

Equipment: means equipment (including any software) placed by the Supplier at the premises to supply the Service.

Broadband: means ADSL/ADSL 2+ and/or FTTC/FTTP.

Call: means a signal, message or communication that is silent, spoken or visual.

Conditions: these terms and conditions for the Supplier's business service.

Contract: means these Conditions, the Service, and the Service Guarantee. This Contract begins on the date that the Supplier accepts the Customer's request for Service.

Customer: means the person with whom the Supplier contracts to provide the Service.

Customer Equipment: means equipment that is not part of the Providers' network, and which the customer uses or plans to use with the Service.

Minimum Period: means the minimum contract period applying to each of the Services, including Broadband, Line Rentals and/or SIP services, commencing on the date of connection and expiring on the day at the end of the minimum period as set out in the agreement overhead. Following completion of the Minimum Period, this agreement will be extended by further periods of 12 months and will continue in force until terminated in accordance with the requirements under clause 10.2 **Promises:** means the place at which the Supplier agrees to provide the Service.

Service: means the facility to make or receive a Call (or both) and any related services listed that the Supplier agrees to provide to the Customer under this Contract.

Service Failure: means the continuous total loss of the facility to make or receive a Call, or of any related service provided to the Customer under this Contract.

2. SUPPLY OF THE SERVICE

2.1 The Service will commence on the date of contract and continue for the minimum term as set out in the Order Form. The Supplier shall provide the Service and Equipment to the Customer subject to these Terms.

2.2 No variation to these Terms shall be binding unless agreed in writing by the Supplier.

2.3 The Customer shall at its own expense supply the Supplier with all necessary documents and other materials and all necessary data and other information relating to the Service and the Equipment within sufficient time to enable the Supplier to provide the Service and the Equipment in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material.

2.4 The Customer shall at its own expense send duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.6 The Supplier reserves the right to alter the specifications of the Service and/or the Equipment after acceptance by the Customer if the Service has been superseded with a similar or improved product.

2.7 Occasionally, for operational reasons, the Supplier may have to change the codes or the numbers given to the Customer, or interrupt the Service. The Supplier will restore the interrupted Service as quickly as possible.

3. PRICE OF THE SERVICE

3.1 The price of the Service shall be the relevant price at the time the Service is in use as stated in the Network Service Agreement. Calls may be subject to a connection charge and/or rounding of thirty second increments dependent on the tariff provided.

3.2 Any applicable value added tax, import or export duties or other tax or duties are payable by the Customer in addition.

3.3 The Supplier shall be entitled to vary the tariff detailed in the Network Service Agreement from time to time by providing not less than one month's notice to its Customers. Such notice to be posted upon the Supplier's website at www.Grade-A-Teamtechnicalsolutionsuk.co.uk.

3.4 Included in the package may be free broadband for 12 months (max 2 connections). these will automatically be added to your bill from month 13 at £29.99 per service.

4. TERMS OF PAYMENT

4.1 The Supplier will invoice the Customer for sums due at monthly intervals.

4.2 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.

4.3 The Supplier shall submit invoices to the Customer via email. A relevant email address must be supplied by the Customer.

4.4 If payment in full is not made on the due date the Supplier may:

4.4.1 cancel the Contract;

4.4.2 stop providing the Service, and any other services provided to the Customer by a member of Grade A-Team technical solutions UK Ltd ('Other Services');

4.4.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per month (or part of a month) until payment in full is made;

4.4.4 demand immediate payment of all outstanding sums due;

4.4.5 render the Equipment non-functional until such time as all outstanding invoices and interest are settled in full;

4.4.6 if the Service or Other Services are suspended, the Supplier will tell the Customer what needs to be done before they can be reinstated. However the Customer must continue to pay all charges relating to the Services and Other Services whilst the relevant contracts and agreements continue.

4.5 If the Customer requests that the Supplier change the network telecommunications supplier used in connection with the Service, the Supplier shall be entitled to be reimbursed by the Customer for all and any reasonable charges, expenses or other costs incurred by the company in this respect.

4.6 Broadband usage will be based upon a predetermined unit of time and/or volume of data, together with any charges related to Value Added Services from time to time provided by the Company, in each case at the rates set out or referred to in the Company's published tariffs and/or such as may be agreed in writing between the Customer and the Company. Unless stated otherwise, the monthly inclusive transfer is limited to 100Gb. Usage which exceeds the agreed allowance within the specified monthly package will be charged at the Company's standard rates of £1.00 per Gb. All Usage Charges will be invoiced to the Customer monthly in arrears, and must be settled by Direct Debit.

5. DELIVERY OF EQUIPMENT

5.1 Delivery of the Equipment shall be made by the Supplier delivering the Equipment to the agreed location, as detailed in the Network Service Agreement.

5.2 Any dates given for delivery of the Equipment are approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6. RISK AND PROPERTY

6.1 The Equipment will remain the property of the Supplier.

6.2 The Customer shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and fully insured and identified as the Supplier's property. The Customer shall if so requested by the Supplier, produce within 7 days, evidence of such insurance to the Supplier.

6.3 The Customer shall deliver up the Equipment to the Supplier on demand and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

6.4 The Customer may not pledge or in any way charge the Equipment by way of security for any indebtedness of the Customer.

6.5 The Customer shall keep the Equipment in good condition and not alter or modify it in any way.

7. CUSTOMERS OBLIGATIONS

7.1 The Customer agrees that it will:

7.1.1 allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customer's employees;

7.1.2 route all calls via Grade A-Team technical solutions UK chosen network for the duration of the agreement, and not in any way whatsoever, cause calls to be made which are not routed over Grade A-Team technical solutions UK preferred

network, whether by the use of an auto dialler used to route calls over a different network, or by the use of a manually inputted code, or via gps, or by any other method whatsoever (save in respect of calls to exempt numbers, as notified to the Customer from time to time).

7.1.3 ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;

7.1.4 not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;

7.1.5 maintain the Equipment in good working order and in conformance with the relevant standard or approval for the time being designated under the Act or any other relevant regulations authorities or licences;

8. WARRANTIES AND LIABILITIES

8.1 The Supplier does not warrant that the Service will never be faulty.

8.2 Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.

8.3 Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications detailed in the Network Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract and the Supplier shall have no further liability whatsoever.

8.4 Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.

8.5 The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).

8.6 The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier or its employees or agents to the Customer or its employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation entirely at the Customer's own risk. The Customer confirms that it has not been induced to enter into this Contract on the basis of any representations of the Supplier that have not been confirmed in writing.

8.7 The Supplier shall have no liability whatsoever.

8.7.1 in respect of any defect arising from fair wear and tear, wilful damage, negligence (including improper storage), improper installation, use or maintenance, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

8.7.2 if any sum owing by the Customer to the supplier has not been paid;

8.7.3 if loss is suffered by the Customer because the Equipment fails to perform to its specifications due to the default of the network provider or any other third party.

8.8 Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of:

8.8.1 any breach of the Supplier's contractual obligations arising under the Contract;

8.8.2 any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract. AND THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE

FOLLOWING PROVISIONS OF THIS CLAUSE 8

8.9 Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within clause 8.8 above is described as an 'Event of Default'.

8.10 That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees', agents' or subcontractors that the law does not permit the Supplier to exclude shall be unlimited.

8.11 To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.

8.12 Subject to condition 8.9 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

8.13 The Supplier shall not be held liable for any costs associated with fraudulent calls made via the Service however caused, and the Customer agrees to take all reasonable steps to ensure that such calls do not happen. These steps must include, but are not limited to, ensuring that all available security measures are installed/employed within their telephone systems. Non-compliance may result in exclusion of any Anti-Fraud protection offered by the Supplier.

8.14 The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Seller's obligations, if the delay or failure was due to any cause beyond the Seller's reasonable control including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action, import or export regulations or embargoes.

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

9. TERMINATION BY THE SELLER

9.1 The Supplier may terminate this Contract with immediate effect on giving written notice to the Customer:

9.1.1 if the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification;

9.1.2 if the Customer at any time does not have the necessary valid licence to run its telecommunications system;

9.1.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly;

9.2 The Supplier may terminate this Contract at any time by giving not less than 28 days prior written notice to the Customer.

10. TERMINATION BY THE CUSTOMER

10.1 The Customer may terminate this Contract by giving not less than three (3) months' prior written notice to the Supplier - such notice to coincide with the end of the initial minimum period, or any subsequent 12 month renewal period. This notice must be sent to the Supplier's place of business via recorded delivery. For non-renewable Contracts, should the services leave Grade A-Team technical solutions UK further to the minimum term expiring without notice having been provided, or should the notice period not be served, a charge equating to 3 months' average billing revenue will be invoiced to the customer.

10.2 Where the Customer terminates this Contract prior to the expiry of the Agreed Term, the balance of the fees payable for the Service for the remainder of the Agreed Term shall become immediately due, less a discount of 50 per cent which the Supplier shall in its sole discretion give to the Customer. In either case, the Supplier shall invoice the Customer for the appropriate amount, which is to be calculated based on an average charge over the last 3 full months billing to the Customer. Any such charges will be taken by direct debit where applicable.

10.3 The Customer hereby agrees to repay in full, any termination charges paid by the Supplier on behalf of the Customer to a previous Supplier, should the Customer wish to end this Agreement at any time prior to the agreed term.

10.4 If the Customer has been allocated a Non Geographic Number by the Supplier providing inbound call revenue, the Supplier shall in its own discretion upon termination of this Agreement rescind all inbound revenues payable to the Customer.

11. GENERAL

11.1 Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

11.2 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

11.3 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.4 These Terms and the Network Service Agreement overhead constitute the entire Agreement between the Supplier and the Customer concerning the supply of the Equipment and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

11.5 The Contract shall be governed by the laws

12 THE SUPPLIER'S GUARANTEE

12.1 The Supplier guarantees:

(a) to provide the Service by the date agreed with the Customer as described in paragraph 2.1;

(b) to set into place a repair to a Service Failure in line with the repair service the Customer has chosen. For standard service this means by midnight on the first weekday (not including public and bank holidays) after the day the fault is reported to The Supplier.

(c) not to disconnect the Service by mistake;

(d) to keep any appointment the Supplier makes with the Customer under this Contract.

12.2 If Openreach is late in providing the Service or repairing a Service Failure, the Customer may choose Call Diversion as described in paragraph 19.2. This is only available if it is reasonably practicable, as technical restrictions may sometimes prevent this option.

Grade A-Team technical solutions UK Ltd Mobile Business Airtime Agreement - Terms and Conditions

1. Definitions and Interpretation:

CALL CHARGE: means a predetermined charge unit of time, costed at the rates set out in the tariff sheets published by Grade A-Team UK from time to time, which are available on request from Grade A-Team UK. The initial call charges are those set out in the Agreement overleaf.

CONNECTION: means the connection of the mobile phone/BlackBerry handheld or SIM card to the Network.

CONNECTION DATE: means the date of the Connection.

CREDIT LIMIT: means a monthly financial limit applied for charges incurred under the agreement.

DATA CHARGE: means the pre-determined charge per megabyte of data costed at the rates set out in the tariff sheets.

INVOICE DATE: means the same date as appears on the invoice raised by Grade A-Team UK.
Grade A-Team UK; Grade A-Team Technical solutions UK Ltd, 51 Nobles Avenue, Gosport, Hampshire, PO13 0HS

Registered in England Number 14274911

SUBSIDIARY: in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company;

MONTHLY CHARGE: means the relevant sum for access to the Network and provision of Services as provided in the Agreement under Service Information or any additional Services requested.

NETWORK: means any telecommunications network available from Grade A-Team UK.

SERVICES: means the telecommunications services provided by means of the Network.

SIM CARD: means the "Subscriber Identity Module" which is a unique card containing information and when used with a mobile phone/BlackBerry handheld, enables access to the Services.

SUBSCRIBER: means the Customer named overleaf.

2. Connection to the Network and provision of the Services

2.1 Subject to the Agreement and these Terms and Conditions Grade A-Team UK will connect and maintain the Connection of the mobile phone/BlackBerry handheld/SIM card to the Network and Grade A-Team UK will use its reasonable endeavours to make the Services available to the Subscriber throughout the Term

(as specified in clause 4 below).

2.2 The mobile phone/BlackBerry handheld number remains the exclusive property of Grade A-Team UK, until the end of the Minimum Contract Term as stated in the Agreement.

2.3 The Subscriber acknowledges that Grade A-Team UK charges calls to certain businesses (principally access call service providers which have been notified to it) at a premium rate or bars calls to such

numbers. The Subscriber acknowledges this and agrees to it.

3. Payment

Payment for the Services will be as follows:

3.1 Payment is due fourteen (14) days from the invoice date by Direct Debit, unless otherwise specified overleaf.

3.2 All charges must be paid in full without deduction, set off or withholding.

3.3 The Subscriber will be asked to pay the Monthly Charge in advance, dependent upon the particular tariff rate, this may be one or two months Monthly Charge. Call charges will be paid one month in arrears.

3.4 Ordinarily, Grade A-Team UK will invoice on a monthly basis, where possible on the same date each month. Grade A-Team UK reserves the right to amend the date and frequency of the invoices and to submit interim invoices if it so chooses. All invoices will be submitted via email.

3.5 Value Added Tax is payable on all charges levied by Grade A-Team UK unless otherwise specified.

3.6 Grade A-Team UK reserves the right to withhold or withdraw discounts on any invoices that remain unpaid in accordance with clause 3.1

3.7 During the Term Grade A-Team UK may ask for a deposit as security for payment in respect of additional Services to be provided. The Subscriber may request the return of any deposit at the expiry of the Minimum Term as stated in the Agreement, but the decision to return any monies prior to termination of the Agreement is at the discretion of Grade A-Team UK.

3.8 Grade A-Team UK reserves the right to set off any deposit against any amounts due and owing by the Subscriber to Grade A-Team UK (including but not limited to the Agreement).

3.9 Grade A-Team UK reserves the right to review the Credit Limit applicable to the Agreement and if the total charges under the Agreement exceed the Credit Limit Grade A-Team UK shall be entitled to demand immediate repayment of whole or part of the total charges outstanding.

3.10 If the Subscriber fails to pay any part of the forecast charges in accordance with these Terms and Conditions, Grade A-Team UK reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time calculated from the invoice date until the date of actual payment.

3.11 Grade A-Team UK reserves the right to vary payment terms in the event of the Subscriber failing to pay any Charges in accordance with these Terms and Conditions or Grade A-Team UK having concerns about the Subscriber's financial situation and their ability to pay the Charges.

3.12 The Subscriber shall indemnify Grade A-Team UK, and keep Grade A-Team UK indemnified, fully from and against all liability, loss, damage, costs and expenses of any kind whatsoever arising from or in connection

with any charges due to Grade A-Team UK, or the Network Provider direct from the Subscriber for the supply of Services including (but without limitation) connection charges, monthly access charges, call charges and all other valid charges rendered from time to time.

4. Term

4.1 Each mobile phone/BlackBerry handheld number connected shall have the Minimum Term as stated in the Agreement.

4.2 The Agreement shall commence on the date of supply of the mobile phone/BlackBerry Services and shall continue thereafter unless suspended or terminated:-

4.2.1 At any time by Grade A-Team UK giving notice under clause 7 (suspension) and clause 8 (termination)

4.2.2 By the Subscriber giving not less than thirty (30) days prior written notice to Grade A-Team UK following the minimum Agreement Term (24 months from commencement date). This notice must coincide with

the anniversary of the commencement date or any subsequent anniversary thereof, such notice to be sent to Grade A-Team UK place of business via Recorded Delivery.

4.2.3 At any time that the subscriber requests to be moved to another airtime provider (Network) they will automatically enter into a new 24 month term with Grade A-Team UK and said provider from the date the service with the new airtime provider commences.

Business Airtime Agreement

5. Warranties and Liability

5.1 Except as expressly provided in these Terms and Conditions all warranties, conditions or other terms (whether expressed or implied by statute or common law or otherwise) as to the quality of the Services or their fitness for any particular purpose are hereby excluded to the fullest extent permitted by law.

5.2 Grade A-Team UK shall not be liable for any indirect or consequential costs, claims damages or expenses arising out of any negligent or tortious act or omission or any breach of contract or statutory duty.

5.3 Grade A-Team UK shall not be liable or be deemed to be in breach of its obligations by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of Grade A-Team UK.

6. Use of the Services via the Mobile Phone/BlackBerry handheld/SIM Card

6.1 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of the Services via the mobile phone/BlackBerry handheld/SIM card and in addition the Subscriber must:

6.1.1 generally observe the Wireless Telegraphy Acts 1949 to 1967, the Telegraphy Act 1984, other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications or the Secretary of State;

6.1.2 not use or allow others to use the Services for any improper immoral or unlawful purpose;

6.1.3 not act or omit to act in any way which may injure or damage any persons property or the Network or howsoever cause the quality of the Services to be impaired;

6.1.4 comply with any reasonable instructions issued by Grade A-Team UK which concern the Subscriber's use of the Services or mobile phone/BlackBerry handheld/SIM card;

6.1.5 provide Grade A-Team UK with all such necessary information that Grade A-Team UK may reasonably require;

6.1.6 only use the mobile phone/BlackBerry handheld/SIM card supplied under the agreement which is approved for use with the Network.

6.2 The Subscriber should recognise that the Services may from time to time be adversely affected by local geography, topography and/or atmospheric conditions and/or other causes of interference.

6.3 The Subscriber acknowledges that Roaming Services are provided using third party networks and that the availability and performance of such Roaming Services is outside of Grade A-Team UK control.

Grade A-Team UK shall have no liability whatsoever to the Subscriber whether in contract, tort or otherwise (including negligence) arising out of or in connection with the use of the Roaming Services.

7. Suspension

7.1 Grade A-Team UK may from time to time and without notice suspend the Services (and at Grade A-Team UK discretion disconnect the mobile phone/BlackBerry handheld/SIM card from the Network) and any other services provided to the Subscriber by Grade A-Team UK or a member of Grade A-Team UK Group ("Other Services") in any of the following

circumstances without prejudice to the liability of the Subscriber to continue to pay the Minimum Charge:

7.1.1 if the Subscriber fails to comply with any of these terms and conditions (including but not limited to failure to pay any charges when due) until the failure to comply is remedied to Grade A-Team UK satisfaction;

7.1.2 if the Credit Limit for this Agreement is exceeded;

7.1.3 if the Subscriber allows to be done anything which in Grade A-Team UK opinion may have the effect of jeopardising the operation of the Services;

7.1.4 if the Subscriber fails to pay Grade A-Team UK any sum or sums due to Grade A-Team UK, and/or any supplies or fitter in respect of the cost of supply and/or fitting of the mobile phone/BlackBerry handheld/SIM card or any part thereof; or

7.1.5 if in the absolute discretion of Grade A-Team UK the Services are being used in a manner prejudicial to the interest of the Subscriber and/or Grade A-Team UK and/or the Network.

7.2 If Grade A-Team UK in their sole discretion reinstate the Services following suspension the Subscriber may be liable for an administration fee of £50.00 if suspension is due to the default of the Subscriber.

7.3 During any technical failure, modification or maintenance of the Network, if the Services are suspended under this clause for a period of seventy two (72) hours or more, Grade A-Team UK will on a pro-rata basis credit to the Subscriber any line rental or additional Services that may have been charged during the unavailability of the Network.

8. Termination

8.1 Without prejudice to any other claims or remedies which Grade A-Team UK may have against the Subscriber, Grade A-Team UK may terminate the Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:

8.1.1 if the Subscriber fails to comply with any of the terms of these Terms and Conditions including but not limited to failure to pay any charges due;

8.1.2 if the Subscriber enters into a deed of arrangement or commits an act of bankruptcy or compounds with creditors or if a receiving order is made against it (being a company) it shall pass a resolution or the court shall make an order that the Subscriber shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Subscriber or if the Subscriber suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding up order or if the Subscriber takes or suffers any similar action in consequence of debt;

8.1.3 if the Subscriber does or allows to be done anything which in Grade A-Team UK opinion will or may have the effect of jeopardising the operation of the Services.

8.1.4 any licence granted to the Subscriber under the Wireless Telegraphy Act 1949 or 1967 or the Telecommunications Act 1984 or otherwise is revoked or terminated for any reason;

8.1.5 if the operation of the Network is terminated or if the provision of the Services to Grade A-Team UK is discontinued for any reason;

8.1.6 if information supplied to Grade A-Team UK by the Subscriber is false or misleading.

8.2 Grade A-Team UK may Terminate the Agreement with immediate effect for any reason whatsoever by giving notice in writing to the Subscriber during the period of twenty eight (28) days following the Connection Date of the Business Airtime Agreement.

8.3 Upon the Termination of the Agreement Grade A-Team UK shall disconnect the mobile phone/BlackBerry handheld/SIM card from the System. If Grade A-Team UK in their sole discretion reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 8.1.1, 8.1.2 or 8.1.3, the Subscriber shall be liable for the Connection Charge and the Agreement shall be deemed to continue.

8.4 On Termination under clauses 8.1.1, 8.1.2, 8.1.3 or 8.1.6 or by the Subscriber, then the Subscriber shall pay to Grade A-Team UK immediately on demand:

(a) all charges payable up to the date of Termination; and

(b) a cancellation charge equivalent to the outstanding Monthly Charges for the remaining Minimum Term as stated in the Agreement.

8.5 In the event that a hardware fund has been established for the Subscriber then any monies due to the Subscriber on Termination of the Agreement shall be determined on a pro rata basis for each month of the Agreement completed prior to the Termination of the Agreement. Where all or part of the fund has been utilised at the time of Termination of the Agreement then the Subscriber shall immediately pay to Grade A-Team UK any proportion of the original fund value due pro rata. The fund shall be managed by Grade A-Team UK throughout the Term of the Agreement in accordance with the manner agreed between the Subscriber and Grade A-Team UK.

8.6 In the event of early Termination of the Agreement if the Subscriber has received:

8.6.1 a free or reduced price hardware from Grade A-Team UK then the Subscriber shall immediately pay to Grade A-Team UK the difference between the actual price paid for the hardware and the price charged by Grade A-Team UK in accordance with the

monthly schedule of prices issued by Grade A-Team UK from time to time;

8.6.2 a subsidy in the form of either money or hardware discount then the Subscriber shall immediately repay to Grade A-Team UK the money or value of the discount of the hardware; and

8.6.3 a free or reduced monthly charge then the Subscriber shall immediately repay to Grade A-Team UK the difference between the base Monthly Charge and the actual charge paid by the Subscriber subject to such payment being pro rata for the period of the Term from commencement to Termination.

9. Transfer of Liability

9.1 Grade A-Team UK may at any time assign its rights under the Agreement to any third party.

9.2 The Subscriber whether selling or otherwise, cannot transfer their obligations to pay charges or bring the Agreement to an end. Any other transfer should be notified to Grade A-Team UK in advance for Grade A-Team UK to accept or otherwise as it sees fit. If a new user of the mobile phone/BlackBerry handheld/SIM card is accepted by

Grade A-Team UK and enters into a new Agreement, satisfactory to Grade A-Team UK, it is Grade A-Team UK policy to release the existing Subscriber from liability from future charges

9.3 Grade A-Team UK acceptance of payment from another person other than the Subscriber does not imply that Grade A-Team UK has amended any of the rights or obligations of the Subscriber.

10. Variation

10.1 Grade A-Team UK may vary all or any of its charges by publishing any such variation in its tariff sheets or upon its website, (www.GradeA-Teamtelecomsuk.co.uk), such variation to have immediate effect under the Agreement unless otherwise stipulated.

10.2 Any such variance in prices or tariffs does not allow the Subscriber to Terminate the Agreement.

10.3 Although Grade A-Team UK may vary prices without notice, Grade A-Team UK will endeavour to provide as much notice as possible.

10.4 Grade A-Team UK may charge these Terms and Conditions (including the charges) at any time. Grade A-Team UK will publish

details of such changes on line on Grade A-Team UK website www.GradeA-Teamtelecomsuk.co.uk at least two weeks before the change is to take effect.

11. Data Protection

The Subscriber acknowledges that details of the Subscriber's name, address and payment record may be submitted to a credit reference agency.

12. Miscellaneous

12.1 Each and every mobile phone/BlackBerry handheld/SIM card and ancillary service connected by Grade A-Team UK to the Network shall be governed by these Terms and Conditions.

12.2 The Subscriber must promptly advise Grade A-Team UK of any change of address in writing and by recorded delivery.

Any notice hereunder sent by Grade A-Team UK to the Subscriber shall be deemed to be served within 48 hours of posting to the last address notified in writing to Grade A-Team UK by the Subscriber.

12.3 The Subscriber must notify Grade A-Team UK immediately if the SIM Card is stolen or lost.

12.4 Grade A-Team UK reserves the right to add to the Agreement, the reasonable costs incurred in recovering any outstanding debt due from the Subscriber.

12.5 Grade A-Team UK will use reasonable endeavours to co-operate with any reasonable request from the Subscriber to transfer any telephone numbers allocated to the Subscriber hereunder to another service provider upon Termination of this Agreement or from one network to another network in either case such that the Subscriber paying Grade A-Team UK reasonable costs or charges incurred in complying with that request. Any such request shall

be made in the form prescribed by Grade A-Team UK from time to time and shall be made subject to the Terms and Conditions set out in such form, from time to time.

12.6 The Subscriber agrees that these Terms and Conditions (and any Service Level Agreement or specifications where applicable) shall govern the Agreement between Grade A-Team UK and the Subscriber to the exclusion of any other Terms and Conditions oral or written and all representations or communications between the parties relating to the subject matter of the Agreement.

12.7 The invalidity, illegality or unenforceability of any provision of these Conditions shall not affect the other Conditions of the Business Airtime Agreement.

12.8 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.9 The Agreement (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

12.10 Grade A-Team UK does not maintain any blue tooth devices and is not responsible for the non pairing of any devices. This is solely an issue for the device manufacturers.

Grade A-Team (UK) Ltd Fair Processing Notice (FPN)

We have been asked to assist your business in obtaining finance. This process will involve the processing of your personal data. This Data Protection Notice is intended to give you information on how this personal data (i.e., information which directly or indirectly identifies you) will be processed by any company to which we submit a finance application on behalf of your business. We have not yet identified the finance company or companies to which such an application should be submitted. You will be given details in due course of their identity, but for present purposes we will refer to any such company in this notice as "the Company".

For the purposes of EU data protection laws, the Company will be a data controller.

Data That May Be Collected. The Company may collect certain personal data with respect to you, including, without limitation, your name, address, date of birth, contact details, credit reference data, financial and employment details, banking and credit card details, director or shareholder roles, income and details of your business. The Company may collect some of this data from third parties, for example credit reference agencies.

Where your business is a corporate entity the Company may collect personal data about the directors and shareholders of the business from credit reference agencies where this data is held publicly, such as at Companies House.

Use of Personal Data. The Company will use your personal data for: provision of products and services, credit and AML risk assessment, profiling for marketing purposes, market research and product development, statistical analysis, marketing, fraud prevention and detection and otherwise as necessary to comply with applicable laws, regulations and/or codes of practice. The processing of personal data may be necessary for the performance of a contractual relationship, compliance with a legal obligation, or where it is in the legitimate interests of the Company or a member of any group of companies to which the Company belongs.

Disclosure to Certain Third Parties. The Company may disclose certain personal data: (i) within any group of companies to which the Company belongs; (ii) to the Company's brokers and dealers / suppliers, professional advisors and service providers (including, information technology systems providers); (iii) to courts, governmental and non-governmental regulators and ombudsmen; (iv) to fraud prevention agencies and law enforcement agencies; (v) to any third party that acquires, or is interested in acquiring, all or part of the Company's assets or shares, or that succeeds the Company in carrying on all or a part of its business, whether by merger, acquisition, reorganization or otherwise; and (vi) as otherwise required or permitted by law.

In particular, the Company may share the personal data it collects with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights can be found at [www.Grade A-Teamtelecomsuk.co.uk](http://www.Grade-A-Teamtelecomsuk.co.uk) or by contacting the Data Privacy Officer(s) whose details will be given to you at the same time as you are informed about the identity of the Company.

In addition, in order to process your application for finance, your personal data will be shared with credit reference agencies (CRAs). The Company will send information about your applications to CRAs and they will record this, even if your business' application does not proceed or is unsuccessful. This will include information from your credit application and about your financial situation and financial history. CRAs can give the Company both public information (e.g. electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

The Company may use the data received to:

- Assess your creditworthiness;
- Verify the accuracy of the data you have provided;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);

- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

The Company may continue to exchange information about you with CRAs while you have a relationship with them, and may also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs. When CRAs receive a search from the Company they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell the Company that you have a spouse or financial associate, the Company may link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at each of the three CRAs websites – using any of these three addresses will take you to the same CRAIN document:

Callcredit www.callcredit.co.uk/crain; Equifax www.equifax.co.uk/crain; Experian www.experian.co.uk/crain

Transfer of Personal Data Outside the European Economic Area (“EEA”). The Company may transfer your personal data to recipients (including affiliates) located in countries outside of the EEA, which may not have data privacy laws equivalent to those in the EEA. In such a case, the Company is under a duty to take all necessary steps to ensure the safety of your personal data in accordance with applicable data protection laws.

Your rights. Under applicable EU data privacy laws, you may have a right to: (i) request access to and rectification or erasure of your personal data; (ii) obtain restriction of processing or to object to processing of your personal data; and (iii) data portability (i.e. to request the transfer of personal data from one data controller to another in certain circumstances). If you wish to exercise any of these rights you should contact the Data Privacy Officer(s) whose details will be given to you at the same time as you are informed about the identity of the Company. You also have the right to lodge a complaint about the processing of your personal data with your local data protection authority.

The Company may rely on automated credit assessment based on the personal data which we provide to it and data which it obtains from a credit reference agency or similar sources about your credit profile or history. The outcome of this process can result in an automated decline of your application where it does not meet the Company's acceptance criteria. The Company has a duty to review these acceptance criteria regularly to ensure fairness in the decisions made, and you have a right to ask it to manually review any decision taken in this manner.

Security. The Company is under a duty to take steps to protect your personal data against loss or theft, as well as from unauthorized access, disclosure, copying, use or modification, regardless of the format in which it is held.

Retention. When you are informed of the identity of the Company, you will also be informed of the policy it adopts regarding the retention of your personal data.

Enquiries, Requests or Concerns. All enquiries, requests or concerns regarding this Notice or relating to the processing of Personal Data, should be sent to our Data Privacy Officer using the following contact details **Neil MacLeod, neil@Grade-A-Teamtelecomsuk.co.uk** or to the Data Privacy Officer(s) whose details will be given to you at the same time as you are informed about the identity of the Company.