



1. Agreement structure

1.1 Each Order Form between Customer and Vodafone Limited ("VL") will incorporate these General Terms (the "Agreement"). Unless specifically stated otherwise in an Order Form, the Service Period shall be 24 months (the "Minimum Period") and the relevant term per connection for each connection shall be 24 months.

1.2 This Agreement relates only to the provision of Services by VL. Customer acknowledges and agrees that Vodafone does not sell or supply equipment under this Agreement and that Customer is responsible for sourcing appropriate equipment to the extent required by Customer to use the Services. If VL notifies the Customer that it has taken over the functions of Managing Agent or has appointed a replacement agent then all references in this Agreement to Managing Agent shall be deemed to be a reference to VL or the replacement agent.

1.3 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) Any agreed Amendment/Amendment Notice (2) Order Form; (3) General Terms.

2. Services and Coverage

2.1 VL shall use reasonable endeavours to provide Customer with the Services and to ensure the security of Customer's communications at all times. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

2.2 VL may suspend the Services: (i) in order to carry out maintenance or testing of the Network; (ii) during any technical failure of the Network, (iii) when it is necessary to safeguard the security and integrity of the Network (iv) to reduce the incidence of fraud; (v) where it identifies Artificially Inflated Traffic; or (vi) due to Emergency Planning Measures. VL shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspension where reasonably practicable.

2.3 Without limiting Clause 2.2, Managing Agent may suspend the Services: (i) to reduce the incidence of fraud; (ii) where it identifies Artificially Inflated Traffic; or (iii) where VL notifies it of any of the circumstances set out in clause 2.2 (i), (ii), (iii) or (iv) above.

2.3 VL shall use reasonable endeavours to give Customer access to Overseas Networks; however, VL shall not be responsible for the performance of Overseas Networks or any part of the Network not controlled by VL. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Network and Overseas operators.

3. Customer's use of Equipment and Services

3.1 Customer may supply Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws and Codes of Practice.

3.2 Customer shall only use the Services authorised for use on the Network.

3.3 Customer shall not:

(a) use any Services for any purpose that VL (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent; or

(b) do anything that causes the Network to be impaired or damaged; or

(c) modify the Services (including any Software or integral safety features) that VL has supplied to Customer or End Users, except in accordance with the manufacturer's written specifications, as required by law or with our prior written permission.

3.4 Where a specific End User causes Customer to be in breach of its obligations of clause 3.3, the Managing Agent shall be entitled to suspend such End User's use of the Services. Before exercising this right, the Managing Agent, where applicable, shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise the Managing Agent shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although reinstatement of the Service may be subject to the payment of a reconnection Charge by Customer.

3.5 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.

3.6 Customer may use the Services to access the internet and services not provided under this Agreement. VL accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

4. GSM Gateways

Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Network without VL's prior written consent, which may be withheld at VL's absolute discretion. Customer shall cooperate with VL and/or the Managing Agent at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with VL's GSM Gateway Commercial Policy.

5. Charges and Payment

5.1 VL appoints Daisy Communications Limited (company registration number 6027036) as its Managing Agent to manage its customers. Where VL changes such an appointment: (i) Vodafone shall promptly notify Customer of such appointment (which notification may be made by e-mail); (ii) references to VL in this Clause 5 shall be



deemed to include a reference to VL's Managing Agent where applicable. All Charges set out in this Agreement are exclusive of VAT.

5.2 All Charges shall be invoiced by Managing Agent and Customer shall pay such Charges to Managing Agent in cleared funds in accordance with this Agreement and by the final date by which payment is due in accordance with this Agreement (the "Due Date").

5.3 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Managing Agent of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.

5.4 Where Managing Agent has not received payment for undisputed Charges by the Due Date, Managing Agent shall: (i) contact Customer's Accounts Payable Department to request payment; (ii) be entitled to charge interest on the overdue Charges at the highest rates permitted by applicable law; and (iii) be entitled to charge any administration fees or other similar charges levied by a bank in respect of any unpaid items returned by the bank. Where Managing Agent has not received payment within 16 calendar days of the Due Date, Managing Agent may take all or any of the following actions until such time as payment, including any interest due, has been received:

- (a) withhold any sums owing to Customer by VL and or Managing Agent under this Agreement and offset it against any sums Customer owes to VL or Managing Agent under this Agreement.
- (b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding;
- (c) withdraw any discount in relation to the relevant Service; and
- (d) subject to Managing Agent having first invoked at least one of the remedies as set out in Clauses 5.5 (a) to (c), Managing Agent shall be entitled to terminate this Agreement on behalf of VL in whole or in part in accordance with Clause 11.3.

5.5 Customer shall not be entitled to offset any sums owed to it by VL and/or Managing Agent under any Agreement or dispute between the Parties against any sums that Customer owes to VL under this Agreement.

5.6 Managing Agent may credit assess Customer from time to time as reasonably required to assess Managing Agent's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's account with the Managing Agent (details of which are available on request). Managing Agent may release this information to VL.

5.7 Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charge during the Minimum Period.

5.8 If Customer does upgrade or change its tariff before the end of the initial Minimum Period (the "Initial Period"), Customer acknowledges and agrees that it must extend the Agreement by a further Minimum Period (the "Extension Period"). If the Initial Period has not expired at the date of upgrade or tariff change, the relevant Extension Period to the Initial Period shall be extended by the number of months by which the Initial Period had not been achieved. For example, if at month 21 of a 24 month Initial Period Customer wishes to extend by a further 12 month period, the Extension Period will be increased by 3 months to 15 months.

6. SIM Cards and Numbers

6.1 SIM Cards shall remain the property of VL at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

6.2 Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform the Managing Agent as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 9.1 Customer shall be liable for any loss or damage suffered by Customer or its End Users as a result of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified the Managing Agent that such SIM Card is being used without Customer's authorisation.

6.3 VL shall allocate telephone numbers to Customer which Customer shall only use to access the Services. VL may reallocate or change such telephone numbers as a result of changes in applicable law or instructions from the Regulatory Authorities, but will exercise reasonable endeavours to minimise any disruption to Customer or End User. VL may withdraw telephone numbers that have been allocated to Customer as a result of Customer's failure to comply with this Agreement.

6.4 If Customer decides to Port a mobile telephone number allocated to Customer by VL, VL shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use in accordance with OFCOM regulations.

7. Software License

7.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by VL. Any Software that is used by the Services shall be governed by the terms of the relevant Software license set out in any shrink wrap or click through Software license provided with the relevant Service. In all other cases where Software is provided, VL grants Customer and/or its End Users, as applicable, a non-exclusive, royalty free license to use any such Software for the Term of this Agreement.

7.2 Customer or End User's license shall be a single user license. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software



license, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates and VL shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or VL.

8. Orders and Equipment

8.1 Customer shall order Services by submitting an order form through the Managing Agent's online ordering system (if available) or by email or as notified to Customer by the Managing Agent from time to time. Customer shall accurately complete all fields set out in the order form.

8.2 Orders are binding on both Parties from the date of acceptance by the Managing Agent on behalf of VL. If acceptance is not express, it shall be deemed to have occurred on activation of Service.

9. Equipment

9.1 If Customer orders SIM Cards from the Managing Agent, which the Managing Agent supplies directly to Customer the provisions of this clause shall apply in relation to those SIM Cards. The Managing Agent shall bear the risk of loss or damage to SIM Cards until the point of delivery to Customer. Subject to clause 9.2, Customer shall bear the risk of loss or damage to SIM Cards from the time of delivery to Customer.

9.2 Customer shall notify the Managing Agent in writing within 5 Business Days of receipt if SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. Customer shall notify the Managing Agent in writing within 10 Business Days of confirmation of the Managing Agent's order acceptance if Customer does not receive the SIM Card(s). Following such notification by Customer, VL shall replace damaged new SIM Cards, SIM Cards lost or stolen in transit, and any incorrect SIM Card, free of charge.

9.3 Customer shall not remove or obscure any logo or writing on Equipment that the Managing Agent has supplied to Customer and which Customer does not own.

9.4 Customer shall keep all SIM Cards that the Managing Agent has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.

9.5 The Managing Agent's supply of SIM Cards shall be subject to availability.

9.6 If the Managing Agent provides Customer or an End User with security codes as part of the Services, Customer agrees and agrees to ensure that its End User's shall keep the security codes confidential. Customer must inform the Managing Agent immediately if it suspects that security codes have been disclosed to a third party so we can issue new security codes.

9.7 The Managing Agent is not obliged to agree to any upgrades to the Services it supplies to Customer (either directly or via a Partner) during or after the Minimum Period but if it does, the Managing Agent shall be entitled to extend the Minimum Period.

10. Call Limit, Deposit and part payment

10.1 The Managing Agent may set a limit on the amount of Charges Customer may incur during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. The Managing Agent may agree to increase or remove the call limit, after making credit checks. Customer may be able to go over its call limit, but if this happens it shall be required to pay all Charges immediately. The Managing Agent reserves the right to refuse to provide Equipment and/or Services to you if in their opinion it may cause you to exceed your call limit or if the call limit is already exceeded.

10.2 The Managing Agent may ask you for a deposit:

10.2.1 When we connect your SIM card;

10.2.2 If you wish to increase or remove your call limit;

10.2.3 if you increase how much you use the Services; or

10.2.4 to unblock your SIM card from contacting international numbers, using overseas networks, or making premium rate calls.

10.3 When this Agreement expires or is terminated for whatever reason, Managing Agent (as applicable) will repay any deposit that you have provided to it, less any money you owe the Managing Agent. The Managing Agent will not pay any interest on any deposit it receives from you.

10.4 If there is a significant increase in your usage between bills, Managing Agent may contact you and require you to pay all or part of your outstanding usage Charges in order to continue to use the Services.

11. Termination

11.1 Customer shall have the right to terminate this Agreement in whole or in part by giving VL 1 month's written notice of termination, subject to the payment of any early termination charges as set out in Clause 12.7.

11.2 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party):

11.2.1 if the other Party becomes subject to an Insolvency Event; or

11.2.2 if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).

11.3 Subject to Clause 5.5(d), VL may terminate this Agreement in whole or in part with immediate effect, by



giving notice in writing:

11.3.1 where Customer has failed to pay any Charges due within 30 and calendar days of the Due Date and has gone through the Managing Agent's collection cycle; or

11.3.2 where VL has repeatedly invoked its rights of suspension pursuant to Clause 3.4 or Clause 5.5(b), or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.

11.4 The Parties shall acknowledge, as soon as reasonably possible, the receipt of any notice of termination of this Agreement (in whole or in part) received in writing from the other Party.

11.5 Managing Agent shall also have the right to terminate this Agreement and/or suspend the provision of Services with immediate effect (by serving written notice of termination or suspension to Customer):

(a) if Customer becomes subject to an Insolvency Event;

(b) if Customer is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the Customer is given 30 days to rectify such breach from the date on which it receives notice of the breach);

(c) where Customer has failed to pay any Charges due within 30 calendar days of the Due Date and has gone through the Managing Agent's collection cycle; and/or

(d) where the Managing Agent has repeatedly invoked its rights of suspension pursuant to Clause 3.4 or Clause 5.5(b), or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.

12. Consequences of termination

12.1 On termination of this Agreement as a whole, or partial termination (for example of an Order Form), Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).

12.2 Customer shall (if requested by VL, delete or destroy all copies of the user documentation which VL has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide VL with written confirmation that all such copies have been returned, deleted or destroyed.

12.3 Where this Agreement is terminated as a whole, VL's entire relationship with Customer shall terminate and VL shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.

12.4 On expiry of a Service Period, the Service shall continue until terminated by either Party on 30 days' notice to the other (which in the case of VL, shall be the Managing Agent), in accordance with this Agreement.

12.5 On termination of the Order Form, Customer's Services supplied pursuant to the relevant Order Form shall cease immediately and Customer will immediately pay to Managing Agent all sums due or payable under the relevant Order Form in relation to the terminated or expired Services, including any early termination payment calculated in accordance with clause 12.7 below.

12.6 Where this Agreement or any Service has been terminated in accordance with Clause 10 or as otherwise permitted in this Agreement prior to expiry of a Service Period, Customer shall pay to Managing Agent a lump sum termination payment calculated in accordance with the provisions of 12.7. For the avoidance of doubt, where this Agreement is terminated as a whole, each Connection placed under this Agreement shall also terminate.

12.7 Where Customer terminates any Connection prior to the expiry of that Connection's term per connection (whether on termination of the Services as a whole or otherwise), Customer shall pay to Managing Agent a lump sum termination payment calculated as either:

(a) Average ARPU X number of months remaining of each term per connection that has been terminated (where for the purposes of this clause ARPU means Average Revenue Per User); or

(b) Access Fee X number of months remaining of each term per connection that has been terminated; whichever is higher.

12.8 If Customer disconnects a material part of its Connections, or systematically disconnects Connections on a recurring basis during the term of this Agreement, Managing Agent shall have the right to terminate the relevant Service and charge Customer a termination payment calculated in accordance with the formula set out in clause 12.7.

12.9 Where this Agreement is terminated due to Customer porting to another network or where Customer migrates the mobile phone number(s) to another service provider, Managing Agent may charge a £20 administration fee in respect of each number that is ported or migrated in addition to any termination fees payable in accordance with clause 12.7.

13. Intellectual Property

13.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by VL and VL's licensors. By supplying Customer with Services, Software and Equipment, VL is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.

13.2 Where VL creates Intellectual Property Rights during or as a result of the supply by VL of Services, Software and Equipment to Customer, VL shall own all such Intellectual Property Rights.

13.3 Customer must not do anything to jeopardise VL or its licensor's Intellectual Property Rights.



14. Changing the terms of this Agreement

14.1 VL shall be entitled to change the terms of this Agreement by issuing an Amendment Notice, without Customer's consent, to the extent that such changes are required by or are necessary (in VL's opinion acting reasonably) to comply with applicable law. Where practicable, VL shall provide Customer with advance notice of such changes. If advance notice cannot be provided, VL shall advise Customer of the change as soon as practicable after it has been made. VL shall not be liable to Customer for any claims by Customer as a consequence of such changes.

14.2 VL may change the terms of this Agreement without Customer's consent where to the extent that such changes are required due to alterations to the Network; the manner in which VL operates; the way in which VL provides Services (including where, in VL's reasonable opinion, it is no longer commercially viable to provide a particular Service), provided that such changes affect at least 90% of VL's relevant customer base. In these circumstances, VL shall advise Customer of the change via an Amendment Notice, at least 30 days in advance of the change taking effect. If Customer is materially disadvantaged and objects to such change, Customer may terminate the relevant Order Form under which the affected Service is provided by giving 30 days written notice. This right to terminate ends 30 days after the date that the change became effective. VL shall not be liable to Customer for any claims by Customer as a consequence of such changes.

14.3 Save as set out in Clauses 14.1 and 14.2, changes to this Agreement must be made by written agreement of the Parties.

15. Confidentiality

15.1 This Agreement and any information about Services that is not publicly available, is confidential, and may be disclosed by Customer to Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with VL.

15.2 VL and the Managing Agent shall be entitled to keep records of Customer Information, which VL and the Managing Agent shall use to perform VL's obligations under this Agreement, and for related purposes.

15.3 VL and the Managing Agent shall be entitled to disclose Customer Information as required by any legal, regulatory or financial agency or by court order, to any company within VL's Group or to any third party (some of whom may be outside of the European Union) for the purposes of providing the Service.

16. Liability

16.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software license; breach of any obligation of confidence; and any infringement of VL's Intellectual Property Rights.

16.2 Except for Clause 16.1 above and to the extent not prohibited by law:

16.2.1 each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the relevant Order Form during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied; and

16.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement nor any direct or indirect loss of business, revenue, profits, goodwill, use, data, or other economic advantage, however they arise, or any other assumed liability, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages. VL shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstances outside its reasonable control.

16.3 Except for the payment obligations of Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 days, the other Party will be entitled to terminate this Agreement on written notice.

16.4 The warranties specified in this Agreement are the only warranties provided with respect to Services provided to Customer by VL. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.

16.5 Subject to Clause 16.1, Customer acknowledges that VL does not advise on, sell or supply any hardware or physical equipment under this Agreement and agrees that VL shall not be liable in relation to the specification, functionality, use, incompatibility or failure of any equipment which Customer acquires for use with the Services.

16.6 If any liability arises for the Managing Agent under or in connection with this Agreement (whether for breach of contract, tortious duty, statutory duty or otherwise), the Managing Agent shall, to the extent permitted by law,



benefit from this Clause 16 to the same extent as VL.

17. Transferring this Agreement to others

17.1 VL shall be entitled to transfer in whole or in part any of its rights and obligations to any company within VL's Group at any time. VL may use subcontractors (including without limitation the Managing Agent) to perform any of its obligations under this Agreement but remains responsible for their performance. Without prejudice to the immediately preceding sentence, VL may transfer in whole or in part any of its rights and obligations under this Agreement to any other third party provided that it has obtained the prior written consent of Customer which shall not be unreasonably withheld or delayed. VL may assign any book debt, rights to amounts owed by Customer to VL and claims in relation to the same arising under this Agreement to the Managing Agent (and where VL is the Managing Agent, any third party) at any time during the term of this Agreement without reference to Customer.

17.2 Customer may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company, provided that it has obtained VL and Managing Agent's prior written consent to such transfer and has satisfied any reasonable conditions imposed by the Managing Agent or VL (including credit vetting of the entity to whom customer intends to transfer its rights and obligations under this agreement).

17.3 Save as set out in clause 17.4, and unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

17.4 Each of the obligations owed to Managing Agent pursuant to this Agreement and each of the rights granted to Managing agent are intended to be for the benefit of and to be exercised and enforced by Managing Agent pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. General Provisions

18.1 If Customer supplies VL with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that Customer has obtained from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to VL, and the processing of it by VL and Managing Agent, for the purposes of performance of this Agreement, supply of the Equipment and Services and for direct marketing about VL's similar products and services. Customer shall also ensure that any individual to whom personal data relates has given consent for VL to pass such data back to Customer. Customer agrees that where it is reasonably requested by a Partner, VL may provide Customer's billing and contract information to the relevant Partner for the purposes of calculating commissions and administration of the account.

18.2 Each Party shall comply with its obligations under the Data Protection Legislation. Customer acknowledges that VL retains the role of Data Controller as defined in the Data Protection Act 1998 except in the limited circumstances where VL processes any personal data for and on behalf of Customer.

18.3 All notices served by Customer Managing Agent shall be sent to General Counsel and Company Secretary of the Managing Agent at the address of Managing Agent set out in the Order Form or any other person or address Managing Agent directs Customer to use from time to time. In the event that Vodafone notified Customer that there is no Managing Agent then all notices to be served on Vodafone shall be in writing and sent to the Head of Legal at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, or any other address VL directs Customer to use from time to time. All notices to the Customer to be served at the Customer's registered office. Notices will be deemed given: where they are hand delivered, when a duly authorised employee or representative of the recipient gives written acknowledgement of receipt; for e-mail communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch; and for fax on receipted transmission of the fax.

18.4 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do.

18.5 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18.6 This Agreement is governed by English Law and is subject to the non-exclusive jurisdiction of the English Courts.

18.7 Only provisions set out in this Agreement shall apply to VL's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person except those expressly set out within this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.

18.8 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under English Law shall be available.



18.9 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.

18.10 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. VL shall not be liable to continue to support the Services to the extent that they are affected by such change.

18.11 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the English Courts, that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.

18.12 Where VL supplies Equipment and Services to Customer that is not expressly covered by the Order Form, such supply shall be deemed to be governed by the terms and conditions of this Agreement.

18.13 If there is a dispute under this Agreement, and the Managing Agent has been unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to VL customer services. If VL customer services is unable to resolve the issue, this issue will be escalated through VL's customer complaints procedure. The Parties shall use the escalation process to its full before taking legal action against the other Party.

18.14 All information that the Parties provide to each other in relation to this Agreement must be accurate and complete and Customer shall promptly inform the Managing Agent in writing of all changes to information Customer has provided to the Managing Agent, in particular, if Customer intends to stop, stops or has stopped trading, if Customer intends to sell its business, if Customer changes name or if the legal status of Customer's business changes.

Definitions

Access Fee - The monthly or other periodic fee payable by Customer for use of the Services.

Amendment Notice - A document setting out a change to this Agreement that is issued to Customer by VL that does not require the signature of either Party.

Artificially Inflated Traffic - A flow or volume of traffic via any Service, which VL or its Managing Agent believes is:

(i) disproportionate to the flow or volume of traffic which VL or its Managing Agent expects from good faith commercial practice and usage of the Service; (ii) disproportionate to Customer's previous traffic profiles (in any given month) with VL; (iii) uses automated means to make calls (save where this is expressly approved by VL in writing); or (iv) may result in Customer exceeding the credit limit which the Managing Agent places on Customer's Managing Agent account from time to time.

Business Day - A day (other than a Saturday or a Sunday) on which clearing banks are open for business in the city of London (other than solely for trading or settlement in Euro).

Charge - Access Fees, Connection Fees, fees for Software License fees, call fees, airtime fees and all other fees payable by Customer for use of the Services.

Codes of Practice - All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by VL from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether or not mandatory.

Connection - A VL SIM Card that has been configured to attach to the Network, with a price plan or SOC associated with it so that End Users can use and be charged for Services supplied under an Order Form.

Customer Information - Information that (a) Customer provides to VL and/or Managing Agent; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.

Data Protection Legislation - The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, any amendments or replacements to them, and any other legislation implementing Directives 95/46/EC and 2002/58/EC

Emergency Planning Measures - The measures that may be taken as a result of VL's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004; or any similar law.

End User - A person using the Service, who is an employee or contractor of Customer.

Equipment - Any tangible material, but not a SIM Card, supplied by Managing Agent to Customer, or connected to the Network on Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

Force Majeure - Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

GSM Gateway - Any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.

GSM Gateway Commercial Policy - VL's policy from time to time governing Customer's use of GSM



Gateways, available at: www.vodafone.co.uk/enterprisecontracts.

Insolvency Event - An event where a Party either ceases or threatens to cease conducting its business in the normal manner; or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it:

(a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.

Intellectual Property Rights - Patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and email addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

Managing Agent - A designated sub-contractor of VL which VL may from time to time appoint to provide certain billing and customer relationship management functions on its behalf and which at the Order Date shall be Daisy Communications Limited.

Network - The telecommunication systems VL uses to provide the Services.

OFCOM - The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it

Order Form - The document setting out the agreed commercial terms relating to VL's provision of Services and Managing Agent's provision of Equipment which includes VL's charges and any specific commercial terms and which incorporates any relevant Service terms and conditions and these General Terms

Overseas Networks - Telecommunication systems outside of the UK Mainland used (but not controlled) by VL in providing the Services.

Partner a person authorised by VL who may have sold Equipment or Services to Customer;

Port - The transfer of a mobile number that is connected to the VL Network under this Agreement to a different network provided by another supplier;

Regulatory Authorities - OFCOM, the Office of Fair Trading, the Competition Commission, the Information Commissioner, the Advertising Standards Authority, or any similar authority established from time to time;

Service - A voice and/or data service provided by VL pursuant to this Agreement.

Service Period - The minimum term for which Customer commits to receive a Service, as specified in the relevant part of the Order Form.

SIM Card - A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

Software - A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by VL or its licensors to Customer irrespective of how it is stored or executed.

VL's Group - Vodafone Group Plc and any company in which Vodafone Group Plc holds, directly or indirectly, 50% or more of its issued share capital or has the right to exercise, directly or indirectly 50% or more of the voting rights.