

PADEL SERVICES LIMITED



Terms & Conditions

Version 2.1.3

Terms & Conditions

The Customer's attention is particularly drawn to the provisions of clauses 4.6, 5.3, 6.3 and 7.3, clause 12 (Limitation of Padel Services Ltd's Liability), the early termination provisions, and the clauses relating to porting, supplier exit fees and third-party engineer missed appointment charges.

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

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

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

Charges: the applicable charges payable by the Customer for the supply of any Services and/or Equipment in accordance with clause 9.

Commencement Date: means the date on which Padel Services Ltd shall start to provide the Service which shall mean in the case of:

(a) Maintenance Services, the Installation Date or, where Padel Services Ltd has not contracted with the Customer to install Equipment in connection with the Maintenance Services, the date specified as the Commencement Date for the Maintenance Services;

(b) Fixed Network Services, the Handover Date in respect of those Fixed Network Services;

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

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

(e) UCaaS Services, the date specified as the Commencement Date in the Order Form or, where applicable, the date the UCaaS Services are made available for live use by the Customer.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7.

Connection Date: means, in the case of the provision of Data Services, the date when the Carrier or supplier commences the provisioning of Data Services to the Customer on behalf of Padel Services Ltd.

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

Contract Date: the date on which a Contract between the Customer and Padel Services Ltd is formed and comes into existence as determined pursuant to clause 2.2.

Customer: the person or firm specified as such in the Order Form who contracts to purchase Services from Padel Services Ltd.

Customer Default: has the meaning given to it in clause 9.3.

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

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

Delivery: has the meaning given to it in clause 4.2.

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

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

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

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

Handover Date: means:

(a) in the case of the provision of Fixed Network Services, the date when the Fixed Network Services are available for use by the Customer with Padel Services Ltd as the supplier of the Fixed Network Services;

(b) in the case of Data Services, the date when the Data Services are available for use by the Customer with Padel Services Ltd as the supplier of the Data Services; and

(c) in the case of UCaaS Services, the date when the UCaaS Services are available for use by the Customer with Padel Services Ltd as the supplier of the UCaaS Services.

Hosted Sub Licence: a sub licence granted by Padel Services Ltd to the Customer for a hosted product for use in connection with Fixed Network Services and/or UCaaS Services.

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

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

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

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

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

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

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

Notes Section: the section of the Order Form marked "Notes Section".

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

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

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

Padel Services Ltd:

Padel Services Ltd registered in England and Wales with company number 16402940 of Ground Floor Suite, Crown House, 40 North Street, Hornchurch, RM11 1EW.

Personal Data: has the meaning given in applicable data protection legislation in force from time to time in the United Kingdom.

Service Level Agreement: the applicable service levels for the relevant Services as may be set out in the Order Form, Service Specific Conditions or otherwise notified in writing by Padel Services Ltd from time to time.

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

Services: the services to be supplied by Padel Services Ltd to the Customer being any or all of the Installation Services, Maintenance Services, Fixed Network Services, Data Services, IT Support Services and/or UCaaS Services, as the case may be, and Service shall be construed accordingly.

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

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

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

Support Hours: the support hours listed on the Order Form or otherwise notified in writing by Padel Services Ltd. Generally, 9am-5pm Monday to Friday

Tariff: the standard tariff as set out in the Order Form and as amended or notified to the Customer from time to time.

UCaaS Services: unified communications as a service, hosted telephony, collaboration, messaging, presence, softphone, contact centre and associated cloud communication services to be provided by Padel Services Ltd to the Customer as specified in the Order Form.

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

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

1.2 Construction

In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality;
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes e-mails but excludes faxes.

2. BASIS OF CONTRACT

2.1

The sending of the Order Form by Padel Services Ltd to the Customer constitutes an offer by Padel Services Ltd to the Customer to provide Services and/or Equipment in accordance with these Conditions, the Order and any Service Specific Conditions. The offer may be withdrawn at any point by Padel Services Ltd prior to it being accepted by the Customer.

2.2

The offer shall be accepted and the Contract shall be formed and come into existence at the point when Padel Services Ltd receives the Order Form, either electronically or physically, duly signed by or on behalf of the Customer, at which point and on which date the Contract shall come into existence, subject where applicable to clauses 4.1, 5.6, 6.6, 7.5 and 8.5. If Padel Services Ltd has not received the Order Form duly signed by or on behalf of the Customer within 3 months from the date on which it is sent by Padel Services Ltd to the Customer, the offer shall be deemed to have been withdrawn unless otherwise agreed between the parties.

2.3

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Padel Services Ltd which is not set out in the Order Form, the Service Specific Conditions or these Conditions.

2.4

Any samples, drawings, descriptive matter or advertising issued by Padel Services Ltd, and any descriptions or illustrations contained in catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of the Contract nor have any contractual force.

2.5

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

2.6

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

2.7

The Customer warrants to Padel Services Ltd that it is entering into the Contract for the purposes of its business, trade or profession and not as a consumer.

2.8

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

2.9

To the extent that there is any failure or delay by Padel Services Ltd to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services.

3. SUPPLY OF SERVICES

3.1

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

- (a) the supply by Padel Services Ltd to the Customer of Equipment and Installation Services and/or Maintenance Services, clause 4 of these Conditions shall also apply;
- (b) the supply by Padel Services Ltd to the Customer of Fixed Network Services, clause 5 shall also apply;
- (c) the supply by Padel Services Ltd to the Customer of Data Services, clause 6 shall also apply;
- (d) the supply by Padel Services Ltd to the Customer of IT Support Services, clause 7 shall also apply; and
- (e) the supply by Padel Services Ltd to the Customer of UCaaS Services, clause 8 shall also apply.

3.2

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

3.3

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

3.4

Padel Services Ltd warrants to the Customer that the relevant Services will be provided using reasonable care and skill, subject to these Conditions.

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

4.1

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

4.2

Delivery of Equipment shall be deemed to take place when the relevant Equipment arrives at the Customer's Site, prior to unloading or unpacking, as specified in the Order.

In relation to Delivery of any Equipment:

- (a) the Customer shall be responsible for checking that all details specified in the Order are correct;
- (b) if the Customer fails to take Delivery of any Equipment within 10 Business Days of Padel Services Ltd notifying the Customer that the Equipment is capable of being delivered, the Equipment shall be deemed to have been Delivered in accordance with the Contract and the Equipment shall be at the risk of the Customer and thereafter clause 4.3 shall apply;
- (c) if any Equipment is to be Delivered in instalments, any delay in the Delivery of one instalment shall not entitle the Customer to reject the other instalments or to terminate the Contract; and
- (d) the risk in any Equipment shall pass to the Customer on Delivery, or deemed Delivery under clause 4.2(b), and the Customer shall be responsible for insuring the Equipment from that time.

4.3

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

Customer shall:

- (a) not remove, deface or obscure any identifying mark on or relating to the Equipment;
- (b) maintain, except where Padel Services Ltd is also at the time supplying Maintenance Services, the Equipment in satisfactory condition and insure it against all risks for its full price from the date of Delivery or deemed Delivery;
- (c) not lease, charge or otherwise encumber the Equipment; and
- (d) not remove the Equipment from the Site without Padel Services Ltd's prior written consent.

4.4

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

- (a) return the Equipment at the Customer's cost to Padel Services Ltd immediately on request at the end of the lease or agreement; and
- (b) permit Padel Services Ltd or its agents to enter any premises of the Customer or of any third party where the Equipment is located in order to recover it.

4.5

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

4.6

Subject to clause 2.2, supply of the Maintenance Services shall commence on the Commencement Date and shall continue for the Minimum Term. Following expiry of the Minimum Term, the Maintenance Services Contract shall continue on a rolling basis unless and until terminated by either party giving not less than 90 days' written notice to the other party by registered post, such notice not to expire before the end of the Minimum Term.

4.7

The Maintenance Services shall only be supplied by Padel Services Ltd in relation to the Equipment and to any other equipment agreed by Padel Services Ltd in writing from time to time. Unless agreed otherwise in writing, Padel Services Ltd shall supply the Maintenance Services in accordance with the applicable Service Level Agreement.

4.8

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

- (a) equipment that is faulty or has failed due, in whole or in part, to or caused by:
 - (i) fair wear and tear;
 - (ii) the Customer's, including its agents' or workers', acts, operating errors, omissions or default;
 - (iii) failure in air-conditioning or fluctuations in electrical power;
 - (iv) any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by Padel Services Ltd;
 - (v) vandalism, fire, theft, water or lightning;
 - (vi) any defect or error in software loaded on to the Equipment;
 - (vii) any defect or fault in connection with services supplied by any Carrier or supplier;
 - (viii) failure by the Customer to adequately maintain any Equipment or operate it in accordance with the manufacturer's specifications, guidelines or recommendations; or
 - (ix) any attempt by the Customer or any third party other than Padel Services Ltd or its duly authorised agents to repair, reconfigure, re-program or otherwise alter the Equipment or any equipment or cabling attached to it;
- (b) ancillary items including, but not limited to, answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;
- (c) the maintenance or repair of any extension wiring, any Equipment not at the Site, or of anything other than the Equipment; or
- (d) the reprogramming of the Equipment to provide improved or modified services or facilities.

4.9

In the event that Padel Services Ltd carries out Maintenance Services to any Equipment which has, in its reasonable opinion, failed or become faulty due wholly or partially to any of the circumstances described in clause 4.8, Padel Services Ltd shall be entitled to charge additional fees for such services calculated in accordance with clause 9 and/or the Tariff.

4.10

In carrying out the Maintenance Services, Padel Services Ltd shall not, subject to clause 12, be liable for the loss of any data or information stored on the Equipment or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer shall ensure that appropriate backups of all data and information are maintained.

4.11

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

4.12

The Maintenance Services are limited to the repair or replacement of the Equipment by Padel Services Ltd on a like for like basis, which may include reconditioned parts and reconditioned Equipment. Any Equipment removed or replaced and any parts removed or installed shall become or remain the property of Padel Services Ltd.

4.13

Subject to clause 12, Padel Services Ltd shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no, poor or delayed availability of spare parts for any item of Equipment.

4.14

If the Customer terminates a Contract, in whole or in part, for Maintenance Services before the end of the applicable Minimum Term, the Customer shall pay to Padel Services Ltd all Charges that would have accrued during the remainder of the Minimum Term, together with any third-party charges, supplier charges, cease charges, de-installation charges, and all other costs or liabilities incurred by Padel Services Ltd as a result of such termination.

5. TERMS APPLICABLE TO FIXED NETWORK SERVICES

5.1

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

5.2

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

5.3

Subject to clause 5.5, following expiry of the Minimum Term, the Fixed Network Services Contract shall continue on a rolling basis unless and until terminated by either party giving not less than 90 days' written notice by registered post, such notice not to expire before the end of the Minimum Term.

5.4

Where the Customer is a Small Business Customer, the Customer may terminate the Fixed Network Services Contract by giving not less than 90 days' notice in writing to Padel Services Ltd, such notice to expire no earlier than the end of the Minimum Term. This does not apply to 3rd party finance agreements arranged by Padel Services limited

5.5

The provision of any Fixed Network Services by Padel Services Ltd is conditional on:

- (a) Padel Services Ltd carrying out such surveys as it deems necessary to satisfy itself that it is possible to supply the Fixed Network Services;
- (b) the installation of the lines over which the Fixed Network Services are to be provided and such lines being fully operational; and
- (c) the Customer providing accurate information and data to enable Padel Services Ltd to calculate the Charges and to carry out a site survey.

5.6

Padel Services Ltd warrants to the Customer that Fixed Network Services will be provided using reasonable care and skill. The Customer agrees that Padel Services Ltd cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free.

5.7

The Customer shall notify Padel Services Ltd of any interruption, fault or error with the Fixed Network Services in accordance with the applicable fault reporting procedure. Padel Services Ltd shall use reasonable endeavours to correct or cure any interruption, fault or error, save that time shall not be of the essence.

5.8

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

5.9

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

5.10

In relation to the use of the Fixed Network Services the Customer agrees:

- (a) to ensure that the Fixed Network Services are not used to make offensive, indecent, menacing, nuisance or hoax calls;
- (b) not to use the Fixed Network Services in any way that may, in Padel Services Ltd's reasonable opinion, damage its reputation;
- (c) not to contravene any laws, regulations or codes of conduct that may from time to time be applicable to the use or supply of the Fixed Network Services;
- (d) to implement and maintain appropriate security and control over its networks, equipment and business to prevent fraud and to prevent calls being generated by third parties;
- (e) to maintain adequately all equipment utilised in connection with the Fixed Network Services and ensure its compatibility in terms of technical specification;
- (f) not to use nor permit the Fixed Network Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud or other unlawful activity;
- (g) not to allow any unauthorised use of the Fixed Network Services and to take all reasonable security measures to prevent such use;
- (h) not to sell or resell the Fixed Network Services in whole or in part;
- (i) not to misuse the Fixed Network Services in any way including causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network;
- (j) that Padel Services Ltd may publish details of the Customer's name, address and telephone numbers in directory services unless the Customer expressly confirms in writing that it would like a special entry to be made, for which an additional charge may apply; and
- (k) in order to protect the Customer against unauthorised transfer of Fixed Network Services, Padel Services Ltd may cancel any order made with a third party supplier where the Customer fails to comply with applicable transfer protection procedures.

5.11

Any equipment installed or supplied by Padel Services Ltd to the Customer in connection with the Fixed Network Services, including handsets, shall except for equipment purchased by the Customer under clause 4 at all times remain the property of Padel Services Ltd. The Customer shall return such equipment immediately on request and shall be liable for costs, losses, damages and expenses incurred by Padel Services Ltd for the repair, recovery and replacement of such equipment.

5.12

Upon termination of the Fixed Network Services Contract for whatever reason, the Customer shall return any rented handsets installed or supplied by Padel Services Ltd to the Customer at the Customer's cost. If such handsets are not returned within seven days following termination, Padel Services Ltd reserves the right to charge the Customer a fee in respect of each handset as specified in the Tariff or at a minimum charge of £200.00 + VAT per handset.

5.13

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

5.14

Where the transfer of lines and services of another supplier occurs, the provision of any and all relevant existing services supplied to the Customer by such supplier may transfer to Padel Services Ltd and may be charged for by Padel Services Ltd in accordance with the Tariff.

5.15

The Customer acknowledges and accepts that it is liable for any charges, including any early termination charges, cease charges, migration charges, number export charges, porting fees and other supplier or carrier charges made by third party suppliers for any transfer of lines and services or otherwise, unless it is expressly stated on the Order Form that Padel Services Ltd will pay for such charges and then only to the extent expressly stated.

5.16

The Customer accepts and acknowledges that Padel Services Ltd will, prior to the Handover Date, have spent a significant amount of time and incurred expense in preparation for the provision of the Fixed Network Services. In the event that the Customer terminates the Contract for Fixed Network Services prior to the Handover Date it shall pay to Padel Services Ltd £500 plus VAT together with any direct third-party, supplier, carrier, engineering, cease, cancellation or preparation costs incurred by Padel Services Ltd. This clause shall not apply where the Customer is a Small Business Customer unless such third-party charges have already been incurred on the Customer's behalf.

5.17

If, after the Handover Date, the Customer terminates the Contract for Fixed Network Services in breach of contract prior to expiry of the Minimum Term, the Customer shall be liable to pay to Padel Services Ltd:

(a) the sum that it would have paid to Padel Services Ltd for the rental of the lines and Services for the remainder of the Minimum Term calculated at the rate applying at the time of termination;

(b) the average of the monthly charges for calls incurred by the Customer for the six whole months prior to termination, or where six months are not available such shorter representative period as Padel Services Ltd reasonably determines, multiplied by the number of months remaining in the Minimum Term, subject always to a minimum of £500; and

(c) all applicable cease charges, porting fees, number export fees, migration charges, disconnection fees, third-party carrier charges, supplier charges and any other charges or liabilities incurred by Padel Services Ltd as a result of or in connection with the termination or transfer away of the Services.

5.18

The Customer agrees not to use in connection with the Fixed Network Service any telephone number that the Customer does not have the legitimate right to use.

5.19

Where Padel Services Ltd grants to the Customer a Hosted Sub Licence it shall terminate at the point when Padel Services Ltd ceases to provide the Customer with the Fixed Network Services in respect of which the Hosted Sub Licence was granted and all rights shall revert to Padel Services Ltd or the relevant licensor.

6. TERMS APPLICABLE TO DATA SERVICES (Ethernet)

6.1

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

6.2

If the Commencement Date for the provision of Data Services has not occurred prior to the first anniversary of the Contract Date for the Data Services then the Contract in respect thereof shall be deemed to have terminated. Padel Services Ltd may by written notice extend that period by six months if the reason the Commencement Date has not occurred is outside its control. The rights of the parties accrued prior to such termination shall not be affected.

6.3

Subject to clause 6.5, following expiry of the Minimum Term, the Data Services Contract shall continue on a rolling basis unless and until terminated by either party giving not less than 90 days' written notice by registered post, such notice not to expire before the end of the Minimum Term.

6.4

Where the Customer is a Small Business Customer, the Customer may terminate the Data Services Contract by giving not less than 90 days' written notice by registered post, such notice to expire no earlier than the end of the Minimum Term. This does not apply to 3rd party finance agreements arranged by Padel Services limited

6.5

The provision of any Data Services is conditional on:

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

(b) Padel Services Ltd not being prevented by circumstances outside its control from being able to supply the Data Services, including infrastructure constraints, third-party permissions, landlord permissions, highways or local authority approvals;

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

(d) the Customer providing accurate information and data to enable Padel Services Ltd to calculate the Charges and to carry out or commission a site survey.

6.6

Padel Services Ltd warrants that Data Services will be provided using reasonable care and skill. The Customer agrees that Padel Services Ltd cannot guarantee that the Data Services will work without interruption and will be fault or error free.

6.7

The Customer shall notify Padel Services Ltd of any interruption, fault or error with the Data Services in accordance with the applicable fault reporting procedure. Padel Services Ltd shall use reasonable endeavours to correct or cure any interruption, fault or error, save that time shall not be of the essence.

6.8

Notwithstanding any other provision of these Conditions, Padel Services Ltd shall not be liable for any acts or omissions of suppliers that may wholly or partially cause, impact or result in any interruption, fault or error with, or withdrawal of, the Data Services.

6.9

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

(a) to comply with equivalent obligations to those set out for Fixed Network Services concerning lawful use, fraud prevention, security, and misuse;

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

(c) that the speed of any Data Services or connection depends on factors beyond Padel Services Ltd's control and Padel Services Ltd does not warrant that connections will produce the maximum advertised speed;

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

(e) to comply with any fair use policy notified by Padel Services Ltd from time to time.

6.10

Padel Services Ltd is under a duty to all of its customers to preserve network integrity and capacity and avoid degradation. The Customer agrees that:

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

(b) Padel Services Ltd and/or the Carrier may take such steps as deemed necessary to stop emails that appear to be bulk emails or unsolicited from entering networks; and
(c) Padel Services Ltd and/or the Carrier may operate virus screening technology which may result in the deletion or alteration of emails or attachments.

6.11

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

- (a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and any suspension or interruption may result in inability to make emergency calls;
- (b) VOIP services are generally not considered to be as reliable as calls made over conventional telephone lines and Customers are advised to maintain the ability to make telephone calls other than through a VOIP system;
- (c) the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond Padel Services Ltd's control; and
- (d) the VOIP services may not offer all of the features or resilience the Customer may expect from a conventional telephone line.

6.12

Other than Equipment purchased by the Customer, any equipment installed or supplied by Padel Services Ltd in connection with the Data Services, including routers, shall at all times remain the property of Padel Services Ltd. The Customer shall return such equipment immediately on request or cessation of the provision of Data Services and shall be liable for all costs, losses, damages and expenses incurred by Padel Services Ltd for repair, recovery and replacement.

6.13

Upon termination of the Data Services Contract, the Customer shall return any routers installed or supplied by Padel Services Ltd at the Customer's cost. If such routers are not returned within seven days, Padel Services Ltd reserves the right to charge the Customer a fee in respect of each router as specified in the Tariff.

6.14

Where the Customer wishes to transfer the provision of any lines or services from another supplier to Padel Services Ltd, the Customer shall provide accurate information required to enable the migration and shall be responsible for all costs, charges and penalties that may arise in connection with such transfer.

6.15

The Customer acknowledges and accepts that it is liable for all cancellation or termination payments and charges, including early termination charges, cease charges, migration charges, number export charges, porting fees and supplier charges levied by a previous supplier for the transfer of services and lines to Padel Services Ltd unless the Order Form expressly states otherwise.

6.16

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

- (a) £500 plus VAT in respect of the time spent by Padel Services Ltd in preparation for the provision of the Data Services; and
- (b) an amount equal to the direct expenses plus VAT incurred by Padel Services Ltd to its suppliers in preparation of the Data Services for the Customer.

6.17

Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Data Services at any time prior to commencement of the supply of such Data Services, save that the Customer shall remain liable for any third-party charges already incurred on its behalf.

6.18

If after the Connection Date the Customer terminates the Contract for Data Services in breach of contract prior to expiry of the Minimum Term, the Customer shall pay to Padel Services Ltd:

- (a) an amount equal to the sum that the Customer would have been liable to pay for the remainder of the Minimum Term for the Data Services calculated at the rate which applied at the time of termination, or where termination occurs after the Connection Date but before the Commencement Date, the rate that would have applied at the Commencement Date;
- (b) all applicable cease charges, disconnection fees, migration fees, porting fees, number export charges, supplier exit fees, third-party carrier charges and any other costs incurred by Padel Services Ltd as a result of or in connection with the termination or transfer away of the Services; and
- (c) any unrecovered installation, construction, survey or supplier costs incurred by Padel Services Ltd in connection with the relevant Data Services.

7. TERMS APPLICABLE TO IT SUPPORT SERVICES

7.1

For the purposes of the IT Support Services:

System: the hardware, operating systems and software listed in the Order Form.

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

Support Request: includes a request submitted by the Customer via telephone, email or portal for support by Padel Services Ltd and any automated alerts for support generated by the System and sent to Padel Services Ltd for attention.

7.2

Subject to clause 2.2, the supply of the IT Support Services shall commence on the Commencement Date and continue for the Minimum Term.

7.3

Following expiry of the Minimum Term, the IT Support Services Contract shall continue on a rolling basis unless and until terminated by either party giving not less than 90 days' written notice, such notice not to expire before the end of the Minimum Term .

7.4

The provision of any IT Support Services is conditional on:

- (a) Padel Services Ltd carrying out such surveys as it deems necessary to satisfy itself that it is possible to supply the IT Support Services; and
- (b) the Customer providing accurate information and data to enable Padel Services Ltd to provide the IT Support Services.

7.5

Subject to the Customer's payment of the Charges, Padel Services Ltd will provide the IT Support Services:

- (a) during Support Hours, unless Out of Hours support is requested and agreed;
- (b) meeting or exceeding any service levels referred to in the applicable Service Level Agreement; and
- (c) remotely, unless otherwise agreed.

7.6

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

- (a) that the IT Support Services shall be provided remotely unless otherwise agreed;
- (b) to permit remote access to its System and inform Padel Services Ltd of any changes to passwords or security devices needed to access the System;
- (c) to keep backup copies of its operating systems and software;
- (d) to keep backup copies of its data in line with recommendations made by relevant software providers or Padel Services Ltd from time to time;
- (e) to make available personnel with appropriate skills, knowledge and authority to assist in diagnosis and implementation of reasonable instructions; and
- (f) to promptly check that files have been restored from backup when restoration has been tested.

7.7

Padel Services Ltd shall prioritise all Support Requests based on its reasonable assessment of severity and use reasonable endeavours to respond with a break/fix approach in accordance with the applicable Service Level Agreement.

7.8

Padel Services Ltd will seek to acknowledge all Support Requests within two working office hours of being logged.

7.9

The Customer acknowledges and agrees that:

- (a) where a fault in the System is caused by an error or defect in the operating system or software, the responsibility of Padel Services Ltd will be to notify the Customer of the issue and, where possible, devise a workaround;
- (b) the responsibility of Padel Services Ltd in respect of hardware issues shall be to diagnose faults in the hardware, with correction undertaken in accordance with the manufacturer's warranty; and
- (c) Padel Services Ltd will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt backups or backup procedures.

7.10

In the event that the Customer requests and Padel Services Ltd provides IT Support Services in excess of the Customer's allocated allowance, Padel Services Ltd shall be entitled to charge additional fees in accordance with the Order Form and/or Tariff.

7.11

Padel Services Ltd shall, at the request and cost of the Customer, provide a report summarising Support Requests received, response times and resolution times.

7.12

Padel Services Ltd warrants that the IT Support Services will be rendered by personnel with appropriate skills and experience. The Customer agrees that Padel Services Ltd cannot guarantee that provision of the IT Support Services will cause the System to work without interruption or error.

7.13

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

7.14

The Customer will fully indemnify and hold harmless Padel Services Ltd against all costs, expenses, liabilities, losses, damages and judgments incurred as a result of a breach of clause 7.13.

7.15

If the Customer terminates a Contract for IT Support Services before the end of the Minimum Term, the Customer shall pay to Padel Services Ltd all Charges that would have accrued during the remainder of the Minimum Term together with any applicable third-party costs, licence commitments, supplier charges and all other costs or liabilities incurred by Padel Services Ltd as a result of the termination.

8. TERMS APPLICABLE TO UCaaS SERVICES AND SLA

8.1

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

8.2

Following expiry of the Minimum Term, the UCaaS Services Contract shall continue on a rolling basis unless and until terminated by either party giving not less than 90 days' written notice by registered post, such notice not to expire before the end of the Minimum Term.

8.3

The provision of UCaaS Services is conditional upon:

- (a) the availability and suitability of the Customer's internet connectivity, LAN, power, firewall and local environment;
- (b) any surveys, onboarding, porting, provisioning or implementation activities deemed necessary by Padel Services Ltd being satisfactorily completed;
- (c) the Customer providing accurate user, numbering, site and configuration information; and
- (d) the Customer complying with any onboarding, training, security or deployment requirements reasonably notified by Padel Services Ltd.

8.4

Padel Services Ltd warrants that the UCaaS Services will be provided using reasonable care and skill. The Customer acknowledges that Padel Services Ltd cannot guarantee uninterrupted, continuous or fault-free service and that the availability and quality of UCaaS Services are dependent on factors outside Padel Services Ltd's control, including internet connectivity, LAN performance, power availability, third-party carrier networks and platform provider availability.

8.5

The Customer shall have the ability to report faults relating to UCaaS Services, Maintenance Services and Support Services by email or portal, where applicable, 24 hours a day, 7 days a week.

8.6

Unless otherwise expressly agreed in writing in the Order Form or Service Specific Conditions, the service levels for Maintenance and Support shall be as follows:

Priority	Description	Target Response
Remote	Remote Diagnostics, Access Checks and Remote Troubleshoot	1 Working hour
P1 Critical	Complete loss of service or major business-critical outage affecting all or a substantial part of users or services	4 working hours
P2 High	Significant degradation of service with no reasonable workaround	8 working hours
P3 Medium	Partial loss of functionality or non-critical fault with workaround available	16 working hours
P4 Low	Minor fault, request for information, cosmetic issue or service request	24 working hours

8.7

The response times in clause 8.6 are targets only, not guarantees, and apply during Support Hours unless otherwise expressly agreed in writing.

8.8

Padel Services Ltd shall use reasonable endeavours to investigate, diagnose and progress faults in accordance with the applicable priority. Resolution times are not guaranteed and may depend on third-party carriers, software vendors, platform providers, equipment vendors or site access.

8.9

UCaaS fault handling and support excludes, unless otherwise agreed in writing:

- (a) faults caused by the Customer's LAN, WAN, internet circuit, firewall, power supply, Wi-Fi environment, local devices or third-party equipment not supplied by Padel Services Ltd;
- (b) user training, change requests, moves/adds/changes, reconfiguration, number changes, call flow redesign, handset reprovisioning, software reinstalls or administrative changes beyond the agreed scope;

(c) faults arising from Customer misuse, unauthorised interference, unsupported devices, unsupported software or breach of security obligations; and
(d) any outage, degradation or limitation caused by third-party suppliers, carriers, cloud platform providers or events outside Padel Services Ltd's reasonable control.

8.10

Where the UCaaS Services include telephone numbers, call recording, contact centre, messaging, conferencing, integrations or soft clients, the Customer acknowledges that the availability and functionality of such features may be dependent on third-party platforms and licensing models and may change from time to time.

8.11

The Customer acknowledges and accepts that:

- (a) emergency calling over UCaaS or VOIP may not be available during internet outage, power failure, platform outage or service suspension;
- (b) the Customer should maintain an alternative means of calling emergency services;
- (c) number porting dates are estimates only and may be changed by the losing provider, gaining provider, Carrier or regulatory process; and
- (d) the Customer is responsible for ensuring all information submitted for porting is complete and accurate.

8.12

Any handsets, routers, SBCs, gateways or other equipment supplied by Padel Services Ltd in connection with UCaaS Services shall, unless purchased outright by the Customer, remain the property of Padel Services Ltd and must be returned immediately on request or on termination.

8.13

The Customer acknowledges and accepts that it is liable for all porting fees, export fees, cease fees, migration fees, number transfer fees, licence cessation fees, third-party carrier charges and supplier charges associated with transfer away, termination or cessation of UCaaS Services, unless otherwise expressly stated in the Order Form.

8.14

If the Customer terminates a Contract for UCaaS Services before the end of the Minimum Term, the Customer shall pay to Padel Services Ltd all Charges that would have accrued during the remainder of the Minimum Term together with all applicable licence commitments, supplier charges, carrier charges, porting fees, number export fees, cease fees, migration charges and all other liabilities incurred by Padel Services Ltd as a result of the termination or transfer away of the Services.

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

9.1

In relation to the Services, the Customer:

- (a) shall ensure that the terms of the Order and any information it provides are complete and accurate;
- (b) shall co-operate with Padel Services Ltd in all matters relating to the Services;
- (c) shall provide Padel Services Ltd, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required;
- (d) shall provide such information and materials as Padel Services Ltd may reasonably require in order to supply the Services and/or Equipment, and ensure that such information is accurate in all material respects;
- (e) shall prepare its premises for the supply of the Services where applicable;
- (f) shall obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) agrees that Padel Services Ltd may from time to time monitor or record calls made to or by it for customer service, training, compliance or security purposes;
- (h) agrees that Padel Services Ltd shall not be liable for any failure or delay in the Services due to or in connection with any third-party infrastructure applicable to the supply of Services;
- (i) agrees to co-operate with any criminal or regulatory investigations applicable to the Services;
- (j) shall be responsible for ensuring the accuracy of all specifications, drawings, sketches, plans, descriptions and instructions provided in connection with the supply of Services and/or Equipment; and
- (k) shall comply with all Service Specific Conditions.

9.2

The Customer is responsible and shall be liable to Padel Services Ltd for the use of the Services, including any Charges incurred, by the actions of any of its employees and any other person given access to use the Services by the Customer and any person who gains access for fraudulent purposes, whether or not such use was authorised by the Customer. The Customer is strongly advised to install robust and effective security provisions to prevent unauthorised and/or fraudulent use.

9.3

If Padel Services Ltd's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation or comply with any obligation or policy under the Conditions, a Customer Default:

- (a) Padel Services Ltd shall, without limiting its other rights or remedies, have the right to suspend performance of any Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from performance to the extent prevented or delayed;
- (b) Padel Services Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from such failure or delay; and
- (c) the Customer shall reimburse Padel Services Ltd on written demand for any costs or losses sustained or incurred arising directly or indirectly from the Customer Default.

9.4

Without prejudice to clause 9.3 or any other remedy available to Padel Services Ltd, Padel Services Ltd shall be entitled to suspend performance of any Service or terminate the relevant Contract without further liability in the event that:

- (a) it is obliged to comply with any order, instruction or request of any competent governmental body;
- (b) it terminates the provision of telecommunications or related services;
- (c) in its reasonable opinion, the Services are being used fraudulently or unlawfully; or
- (d) it or the relevant Carrier needs to carry out improvements or repairs to networks or equipment relating to the Services.

9.5

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

9.6

Where an appointment with a third-party engineer is missed, aborted, wasted or cannot proceed due to the Customer's act or omission, including without limitation failure to provide access, failure to attend, lack of power, unsuitable site conditions, missing permissions, inaccurate information or failure to have an authorised representative present, the Customer shall pay all associated charges levied on Padel Services Ltd by the relevant third party, including without limitation Openreach, Kelly Group or any replacement or equivalent provider, together with any reasonable administration costs charged by Padel Services Ltd.

10. CHARGES AND PAYMENT FOR SERVICES

10.1

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

10.2

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

10.3

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

10.4

The Charges for Maintenance Services shall be as specified in the Order Form. Except as otherwise specified, Charges for Maintenance Services shall be payable annually in advance with the first payment due on the Commencement Date and thereafter on each anniversary of the Commencement Date.

10.5

Where clause 4.9 applies in relation to Maintenance Services, Padel Services Ltd shall be entitled to make such additional charges as are calculated in accordance with the Tariff.

10.6

Padel Services Ltd may charge the Customer a call out fee where such a call out occurs based on incorrect information being provided or where a call out occurs but the operative is unable to gain access within the notified times.

10.7

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

10.8

The Charges for IT Support Services shall be as specified in the Order Form. Except as otherwise specified, Charges for IT Support Services shall be payable monthly in advance with the first payment due on the Commencement Date and continuing monthly thereafter.

10.9

Where IT Support Services are provided during Out of Hours or at the Customer's premises or such other location as required by the Customer, the Charges shall be calculated by reference to the applicable hourly rates specified in the Order Form or, if not stated, the Tariff.

10.10

Where clause 7.10 applies in relation to the IT Support Services, Padel Services Ltd shall be entitled to make such additional charges as are calculated in accordance with or stipulated in the Tariff.

10.11

Padel Services Ltd shall not increase the monthly charge or hourly rates in respect of IT Support Services unless the Customer's network or user count has increased and any increase is agreed by both parties prior to being applied.

10.12

Padel Services Ltd reserves the right to increase its Charges for any Service, other than where clause 10.14 applies, by giving the Customer not less than 30 days' written notice. If such increase is not acceptable to the Customer, the Customer shall notify Padel Services Ltd in writing within 14 days of the date of notice that it wishes to terminate the affected Service, failing which the Customer shall be deemed to have accepted the change. Any such termination shall take effect no earlier than the date the increase would otherwise take effect.

10.13

Subject to applicable regulations, Padel Services Ltd reserves the right to increase its Charges for any Service as a result of any increase in charges made to it by third-party providers by a sum equal to such increase. In such circumstances the Customer shall not have the right to cancel the Contract.

10.14

Where Padel Services Ltd proposes to increase Charges as a consequence of a regulatory change and the increase is no greater than the additional cost caused to Padel Services Ltd by that regulatory change, it will give the Customer written notice of not less than 30 days. In such circumstances the Customer shall not have the right to cancel the Contract.

10.15

Except where otherwise specified, the Customer shall pay each invoice submitted by Padel Services Ltd:

- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by Padel Services Ltd.

10.16

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

10.17

All amounts payable by the Customer are exclusive of VAT. The Customer shall pay such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due.

10.18

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

10.19

If the Customer fails to make any payment due under the Contract by the due date, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment.

10.20

The Customer shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding except as required by law. Padel Services Ltd may set off any amount owing to it by the Customer against any amount payable by it to the Customer.

10.21

Padel Services Ltd may exercise a lien over any equipment or goods in its possession belonging to the Customer for all monies payable by the Customer.

10.22

Any delay in Padel Services Ltd raising an invoice shall not prohibit it from raising an invoice for the applicable Charges at a later date and the Customer shall pay such Charges.

10.23

Padel Services Ltd reserves the right to make additional charges for paper billing, late payment, reconnection, non-direct debit payment methods, incorrect fault reporting and missed third-party engineer appointments.

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

11.1

The Charges for the Fixed Network Services, Data Services and UCaaS Services shall be as detailed in the Order Form and as otherwise determined in accordance with the Contract.

11.2

Charges for line rental, licences, subscriptions and recurring service fees are payable from the Handover Date or Commencement Date, as applicable, monthly in advance by direct debit or such other method as specified in the Order.

11.3

The Customer shall pay for all Charges for calls, usage and consumption whether made by the Customer or any third party. Padel Services Ltd shall ordinarily invoice the Customer monthly in arrears for call and usage Charges and the Customer shall pay such invoice within 14 days.

11.4

Notwithstanding clause 11.3, Padel Services Ltd reserves the right to invoice the Customer for Charges at any time.

11.5

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

11.6

Padel Services Ltd shall have the right to charge a minimum fee for calls or usage of not less than £4.50 per month in the event that the Customer's applicable call charges do not exceed this sum in any month.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1

A party receiving confidential information shall keep in strict confidence all technical or commercial know-how, specifications or initiatives of a confidential nature disclosed by the other party and any other confidential information concerning that party's business, products and services. The receiving party may disclose such confidential information as is required by law, any governmental or regulatory authority or a court of competent jurisdiction. This clause shall survive termination.

12.2

The Customer agrees that Padel Services Ltd may use Personal Data provided to it to:

- (a) provide any Services;
- (b) process payment for such Services; and
- (c) inform the Customer about similar products or services that Padel Services Ltd or associated businesses provide, subject to applicable law.

12.3

The Customer agrees that Padel Services Ltd may pass its Personal Data and other information about the Customer to credit reference agencies and may keep a record of any search obtained.

13. LIMITATION OF LIABILITY

13.1

Nothing in the Contract shall limit or exclude Padel Services Ltd's liability for:

- (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

13.2

Subject to clause 13.1, Padel Services Ltd shall not be liable to the Customer, whether in contract, tort including negligence, for breach of statutory duty or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss.

13.3

Subject to clauses 13.1 and 13.2, Padel Services Ltd's total liability to the Customer, whether in contract, tort including negligence, for breach of statutory duty or otherwise, arising under or in connection with the Contract shall, in respect of all claims in any consecutive 12 month period, be limited to the equivalent of the total Charges paid by the Customer in that period for the Equipment and/or the relevant Service in respect of which the claim arose.

13.4

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13.5

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

13.6

This clause 13 shall survive termination of the Contract.

14. TERMINATION

14.1

Without limiting its other rights or remedies, Padel Services Ltd may terminate the Contract, in whole or in part, without further liability to the Customer by giving the Customer not less than 30 days' written notice.

14.2

Without limiting its other rights or remedies, Padel Services Ltd may terminate the Contract, in whole or in part, with immediate effect by giving written notice if:

- (a) the Customer commits a material breach of any term of the Contract and, if remediable, fails to remedy that breach within 10 Business Days of being notified in writing;
- (b) the Customer becomes insolvent or subject to any analogous insolvency event;
- (c) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to place in jeopardy its ability to fulfil its obligations.

14.3

Without limiting its other rights or remedies, Padel Services Ltd may terminate the Contract with immediate effect if the Customer fails to pay any amount due under the Contract on the due date and fails to pay all outstanding amounts within 30 Business Days after being notified in writing to do so.

14.4

Without limiting its other rights or remedies, Padel Services Ltd may suspend provision of the Services under the Contract or any other contract between the Customer and Padel Services Ltd if the Customer becomes subject to any of the events in clause 14.2, or Padel Services Ltd reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date.

14.5

The Customer may terminate the relevant Contract by giving not less than 90 days' written notice by registered post, such notice not to expire before the end of the Minimum Term.

14.6

If the Customer terminates or purports to terminate any Contract before expiry of the Minimum Term, or otherwise in breach of contract, the Customer shall immediately pay:

- (a) all Charges which would have fallen due for the remainder of the Minimum Term;
- (b) all applicable early termination charges, cease charges, disconnection charges, cancellation charges, construction charges, supplier charges, carrier charges, licensing charges, subscription liabilities, porting fees, number export fees, migration fees and any other third-party costs incurred by Padel Services Ltd as a result of or in connection with that termination or transfer away of Services; and
- (c) any administrative, engineering or recovery costs reasonably incurred by Padel Services Ltd arising from such termination.

15. CONSEQUENCES OF TERMINATION

15.1

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Padel Services Ltd all outstanding unpaid invoices and interest and, in respect of Services supplied but not yet invoiced, Padel Services Ltd shall submit an invoice which shall be payable immediately on receipt;
- (b) the Customer shall return any Equipment which has not been fully paid for and any rented, loaned or provider-owned equipment. If the Customer fails to do so, Padel Services Ltd may enter the Customer's premises and take possession of the Equipment;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall be unaffected; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

15.2

Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services or Data Services at any time prior to commencement of the supply of such Services, save that the Customer shall remain liable for third-party costs already incurred on its behalf. This does not apply to 3rd party finance agreements arranged by Padel Services limited

16. FORCE MAJEURE

16.1

For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Padel Services Ltd including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service, failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.

16.2

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

16.3

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

17. GENERAL

17.1 Assignment and other dealings

- (a) Padel Services Ltd may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate any or all of its obligations to any third party or agent.
- (b) The Customer shall not, without the prior written consent of Padel Services Ltd, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or principal place of business or such other address as specified in writing, and shall be delivered personally, sent by pre-paid registered first class post, recorded next working day delivery service or commercial courier.
- (b) A notice or other communication shall be deemed to have been received:
 - (i) if delivered personally, when left at the relevant address;
 - (ii) if sent by pre-paid registered first class post or other recorded next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) This clause does not apply to the service of proceedings or other legal documents.

17.3 Severance

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

17.4 Waiver

A waiver of any right under the Contract or law is only effective if in writing and shall not be deemed a waiver of any subsequent breach or default.

17.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other.

17.6 Third parties

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

17.7 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing and signed by Padel Services Ltd. Padel Services Ltd reserves the right to make changes to these Conditions from time to time.

17.8 Information about Padel Services Ltd

Padel Services Ltd is a company registered in England and Wales under company number 16402940 with its registered office at Ground Floor Suite, Crown House, 40 North Street, Hornchurch, RM11 1EW.

17.9 Dispute resolution

The Customer must notify any complaints or disputes to Padel Services Ltd in accordance with its complaints and dispute resolution procedure, where applicable. Padel Services Ltd shall use reasonable endeavours to resolve any complaint or dispute.

17.10 Governing law

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

17.11 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, including non-contractual disputes or claims.