

## Business Service Contract Terms and Conditions

Version 5.02 September 2022

OUR CURRENT TERMS AND CONDITIONS AND FULL DETAILS OF ALL PRODUCTS AND SERVICES ARE AVAILABLE ON WWW.Z1TELECOM.COM AND ARE DEEMED INCORPORATED HEREIN. THE SERVICES MAY BE PROVIDED TO YOU ON A FREE OR TRIAL BASIS AT THE SOLE DISCRETION OF Z1 TELECOM LIMITED.

### 1. Definitions in this contract:

- 1.1 The definitions and rules of interpretation in this clause apply in this contract.
- "Act" means the Communications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof.
- "Airtime Service Provider" means a third-party supplying airtime services to the Customer.
- "Commencement Date" the date on which this contract is signed or the date on which Z1 shall start to provide the service/s as prescribed in this contract.
- "Consumer" has the meaning as set out in the OFCOM regulations from time to time and currently means (i) an individual or (ii) a business where no more than 10 individuals work (whether as employees or volunteers or otherwise).
- "Contract Period" means the period of 84 months from the Commencement Date or such other period as is prescribed for the relevant service or as is otherwise detailed in this contract.
- "Customer" means the company and/or person so named on this contract. Z1 reserves the right to deal with anyone reasonably appearing to Z1 to be acting with the Customer's authority or permission.
- "Direct Debit" means any request(s) for any payment or series of payments by bank direct debit payment method.
- "ETC" means the Early Termination Charges agreed to be paid by Z1 in respect of the Customer transferring to Z1 and the Early Termination Charges raised by Z1 to the Customer for any breach of this contract.
- "Equipment" means any equipment or product (including for the avoidance of doubt mobile telephones) supplied by Z1 or any third-party on behalf of Z1 to the Customer.
- "Mobile Services" means the provision of services in relation to mobile telephony.
- "Royal Mail Signed For® 1st Class": means Royal Mail proof of delivery including a signature from the receiver.
- "Services" means the provision of telecom services and/or Equipment and/or Mobile Services and/or fraud monitor, line assurance and services provided by us relating to the Internet and any related service provided by Z1 to the Customer under this contract.
- "Z1" means Z1 Telecom Limited (registered number is 04394809) also trading as Z1 Telecom or Z1 whose registered office is at 4 Royal Court, Basil Close, Chesterfield, S41 7SL.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written includes "Royal Mail Signed For® 1st Class" post but not e-mail or fax.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. The Services and Equipment

- 2.1 Save as provided in these terms and conditions Z1 shall provide the Customer with such Services and Equipment as are requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions. In respect of fraud monitor, line assurance and other services the additional terms and conditions set out on our website shall be deemed to be incorporated herein. Z1 shall only become liable to supply Services to the Customer once satisfactory responses to credit checks and criminal bureau checks have been received by Z1 and (where appropriate) any airtime service provider. Z1 will monitor and record information relating to a customer's trade performance and such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.
- 2.2 The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related Equipment after installation of the Services and the Customer undertakes in particular:
  - 2.2.1 Not to cause any attachments other than those approved for connection under the Act to be connected to any Equipment.
  - 2.2.2 Not to contravene the Act or any other relevant regulations or licences.
  - 2.2.3 Not to allow any unauthorised access to the Equipment or the Services.
- 2.3 The Customer hereby agrees that its apparatus shall at all times conform to the standard or standards (if any) for the time being designated under the Act and Z1 shall not be under any obligation to connect or keep connected any Customer apparatus if it does not comply or if in the reasonable opinion of Z1 it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Z1.
- 2.4 The Customer undertakes to use the Services in accordance with the Act and Z1's acceptable use policy and fair usage policy (as published from time to time at [www.z1telecom.com](http://www.z1telecom.com)) and the Customer further undertakes not to use the Services and to procure that none of its employees use the Services:
  - 2.4.1 as a means of communication for a purpose other than that for which the Services are provided, and
  - 2.4.2 for the transmission or receipt of any material which is defamatory offensive or of an abusive or menacing character or otherwise is in breach of Z1's acceptable use policy.
- 2.5 Any Equipment supplied by Z1 further to a rental agreement remains the property of Z1 and must be made available for collection on the expiry or termination of this contract.
- 2.6 The Customer will not procure or be party to an agreement or arrangement to provide or receive telecommunications material, Services or services similar to the Services by way of telecommunication provision via the Equipment without the permission of Z1 in writing and the prior payment in full for the Equipment. For the avoidance of doubt the use and/or provision of services using the Equipment and/or Services which may be deemed by the airtime services provider as a gateway is a material breach of this contract.
- 2.7 The Customer shall not publicise any telephone number in any way or commit to any advertising or publicity until such time as it has received from Z1 in writing confirmation that the number is live and tested. Z1 will use reasonable endeavours to provide you with the Services by the dates agreed with you and to continue to provide the services until this contract is terminated. Z1 will not be liable for any loss or damage should the Service not commence or restart on the agreed date. Where Z1 is supplying network services as part of the Services the Customer must provide to Z1 details of all the related services that it wishes to receive relating to any telephone number that the Customer wishes to use. Z1 will provide network Services through such party as it deems appropriate.
- 2.8 The Customer shall give Z1 at least 30 days written notice in the event that above average use of the Services is likely to occur. Z1 shall not be liable for failure/withdrawal of any part of the Services should such notice not be given.
- 2.9 Z1's acceptable use policy and fair usage policy form part of this contract and includes any restrictions imposed on Z1 by the provider to it of the Services and/or Equipment and is designed to protect the level and quality of the services that Z1 offers to all of its customers and permits Z1 to regulate the Customer's use of the Services. The Customer acknowledges that, in respect of any broadband speeds, any speeds quoted by Z1 are approximate only and that the level of service that can be obtained by the Customer will be dependent on factors outside the control of Z1 including but not limited to the geographical proximity of the Customer to the local exchange and the quality of the infrastructure serving the Customer's premises.
- 2.10 The Customer hereby specifically authorises Z1 to send/resent CPS during the continuance of this contract, and hereby waives Z1's obligation to notify it of the same being done. If the Customer wishes to receive such notification, then it must so inform Z1 in writing.
- 2.11 Where Z1 provides software to the Customer as part of the Services and/or Equipment Z1 hereby licences the software to the Customer solely for the use of the same by the Customer in connection with the Services and/or Equipment. This licence automatically terminates on termination of this contract. Z1 does not warrant that the software will be error-free and the Customer hereby agrees to make proper back-ups of all data.
- 2.12 Where Z1 incur site survey, provisioning, engineering or other charges (whether its own or to a third-party) associated with meeting the Customer's requirements and/or subsequently the line does not become operational for any reason then Z1 has the right to charge the customer fees of up to £120 per line together with any charges levied on Z1 by a third-party in bringing the associated infrastructure up to the relevant standard.
- 2.12.1 If the Customer instructs Z1 to cease or port the provision of a telephone number, Z1 has the right to charge the Customer a disconnection charge of £99 for each telephone number ceased or ported.
- 2.13 Where the Customer is a Consumer the Customer has the right to cancel the contract within 8 working days of the date on which this contract is signed. Cancellation can be made by notifying Z1 in writing. Any services used within this period will be chargeable. Any third-party costs incurred by Z1 within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale. Consumers may have additional rights in respect of contract renewal periods. Please see [www.ofcom.org.uk](http://www.ofcom.org.uk) for further information.
- 2.13.1 Where the Customer is not a Consumer but is entitled or permitted by Z1 to cancel the contract during any initial cancellation period, any services used within this period will be chargeable and any third-party costs (including cancellation charges) incurred by Z1 within this period at the request of the Customer will be chargeable. Cancellation charges may apply if the service is terminated outside of prescribed timescale.
- 2.14 Where the Customer is a Consumer the Customer has the right to take unresolved complaints to an approved Alternative Dispute Resolution agency eight weeks after the complaint was made. The Ombudsman Service Limited is an independent approved Alternative Dispute Resolution agency which provides this service free of charge.
- 2.15 If Z1 agrees to reimburse the Customer an ETC in the respect of the Customer transferring to Z1 the associated reimbursement must be claimed by the Customer from the Company within six months from the date on which this contract is signed, unless otherwise agreed in writing. Any ETC claim must be claimed in respect of such services which remain live with Z1 and such services must not have had a notice of termination served at the date of the claim.

### 3. Term and Termination

- 3.1 This contract shall start on the Commencement Date and subject to the remaining terms of this Clause 3 shall continue for the Contract Period and thereafter for further periods each equivalent to the Contract Period until terminated by either party giving to the other not less than 30 days prior written notice but not greater than 60 days prior written notice expiring at the end of the Contract Period or at the end of any subsequent period as appropriate, such notice to be sent by recorded delivery mail effective on the date the notice is received by Z1.
- 3.2 Either party shall be entitled forthwith to terminate this contract by giving written notice to the other if:
  - 3.2.1 the other commits a continuing or material breach of this contract and, if the breach is capable of remedy, fails to remedy it within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
  - 3.2.2 an administrator takes possession or a receiver is appointed over any of the property or assets of the other party, the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, the other party becomes bankrupt or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this contract); or
  - 3.2.3 The other party ceases, or threatens to cease, to carry on business.
- 3.3 Z1 may terminate this contract immediately if:
  - 3.3.1 any licence or agreement under which Z1 or the Customer has the right to run its telecommunications system and in the case of the Customer connect it to the Z1 system is revoked, amended or otherwise ceases to be valid; or
  - 3.3.2 the Customer is suspected, in the reasonable opinion of Z1, of involvement with fraud or attempted fraud in connection with use of the Services or this contract; or
  - 3.3.3 Z1 reasonably suspects that the Customer is unable to pay or is refusing to pay Z1 charges and/or budget plan payments.
- 3.4 For the purpose of clause 3.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 3.5 A waiver by either party of a breach of a provision of this contract shall not be considered as a waiver of a subsequent breach of the same or another provision.
- 3.6 If the Customer gives less than the specified amount of written notice to terminate this contract (as per Clause 3.1), or ceases to pay or cancels their Direct Debit for the Services or any part of the Services, or attempts to terminate this contract prior to the expiry of the Contract Period or any subsequent period equivalent to the Contract Period, or if the Customer is in breach of this Contract, Z1 reserves right to invoice the Customer for the ETC, which includes loss of revenue for the short notice given for the balance of the Contract Period based upon the outstanding revenue within the Contract Period's remaining days and any ETC if applicable (as per Clause 3.7.3 and Clause 3.7.4).
- 3.7 In the event of termination by either party for any reason:
  - (a) Z1 shall be entitled to recover from the Customer:
    - (i) the Equipment or cost thereof as appropriate including, where appropriate, but not limited to the cost of installing or removing the Equipment;
    - (ii) all liabilities, claims, costs, losses and legal expenses incurred by Z1 (including the initial CPS and engineering costs and of providing the Services); and
    - (iii) all losses suffered by Z1 by way of third-party claw-back where such claw-back is due to the breach by the Customer of this contract or the third-party agreement.
  - (iv) Z1 reserves the right to charge an administration fee per product or channel. Please visit [www.z1telecom.com](http://www.z1telecom.com) for current rates.
- 3.7.1 Until such time as the Customer has transferred to a new provider, Z1 shall be entitled to amend its charges to its standard published usage charges.
- 3.7.2 Leased lines and certain other services may incur additional charges as a result of third-party termination costs incurred by Z1. Please enquire for details of applicable charges.
- 3.7.3 In relation to ETC or other charges paid previously by Z1 to transfer the Services to Z1, we reserve the right to claw this sum back from the Customer should the Customer terminate the Contract or any part of the Services prior to the expiry of the Contract Period.
- 3.7.4 Any ETC or other charges that Z1 has paid to third-parties on behalf of the Customer shall become immediately repayable to Z1 from the Customer when the contract terminates prior to the expiry of the Contract Period.
- 3.8 The rights to terminate this contract given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Continued use of the Services post termination will result in Z1 levying its standard published usage charges for all Services used, which charges the Customer shall pay immediately upon demand.
- 3.9 Where the Customer cancels part only of a bundle of Services, Z1 reserves the right (in addition to its rights under clause 3.7) to charge the Customer for the Services so cancelled in accordance with Clause 3.6 and to amend charges to the Customer for the remaining Services to its standard rates.

### 4. Access to premises

- 4.1 To enable Z1 to comply with its obligations under the contract:
  - 4.1.1 The Customer shall allow or procure permission for Z1 and any other person(s) authorised by Z1 to have reasonable access to the Customer's premises and the Services' connection points or, where network connection services form part of the Services, such location on the Customer's premises and/or any neighbouring premises as Z1 reasonably requires and shall at all times provide such reasonable assistance as Z1 requests.
  - 4.1.2 Z1 will endeavour to carry out work by appointment and during normal working hours, but may request the Customer to provide access at other times. If at the request of the Customer Z1 carries out work outside its normal working hours the Customer will be responsible for Z1's reasonable additional charges.
  - 4.1.3 Unless otherwise agreed the Customer shall at its own expense carry out site preparations as Z1 may reasonably require. Where a site survey is carried out the costs thereof and of any required work identified in the site survey shall be borne by the Customer.
  - 4.2 If the Customer requests maintenance or repair work which is found to be unnecessary or results from an act or omission of the Customer, Z1 will charge for the work and the costs incurred.

4.3 The Customer hereby duly authorises Z1, its dealers and agents to reprogram and or remove existing access equipment in order to provide the Services. In the event that the work is undertaken by the Customer's existing maintainer and not Z1, Z1 will pay a maximum contribution of £75 plus vat towards any charges raised by the Customer's existing maintainer. The Customer to pay all other costs.

4.4 Where BT Openreach charges Z1 for repairs (and/or engineering call out), and the fault is due to damage to the Customer's equipment, Z1 reserves the right to invoice the Customer for the amount of such BT Openreach charge together with an administration charge of £25.

4.5 Where required by Z1, the Customer shall ensure that environmental conditions are maintained for Equipment.

#### 5. Charges and Payment

5.1 Following the expiration of a trial period that may be provided to you at the sole discretion of Z1 Telecom and unless otherwise specified in writing by Z1 the Customer agrees to pay Z1's charges and/or budget plan payments monthly by Direct Debit, the first payment to be made at the discretion of Z1 within thirty days of the start of the provision of the Services and in accordance with the applicable tariffs. Where network connection and/or line rental services form part of the Services the charges shall be paid in advance.

5.2 Z1 may, at any time after the first anniversary of the Commencement Date, increase the cost of service charges, provided that (a) the increase shall not exceed a percentage equal to the higher of 5% and the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this clause (in the case of the second or any subsequent increase) up to the date of this notice; and (b) the increases shall be no more frequent than once in any 12-month period.

5.3 If the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Z1 (such failure to pay being a material breach of this contract), Z1 may charge the Customer (i) an administration fee of £25 and/or statutory compensation at the prevailing rate and (ii) interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4 The price for the Services is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Z1.

5.5 The Customer agrees to pay Z1 in full without any set-off all sums due to Z1 under this contract.

5.6 Z1 shall be entitled to require the Customer to pay a deposit in respect of future usage charges and the Customer shall pay the amount so required within 7 days of a request for the same.

5.7 The Customer authorises Z1 to vary the amount, frequency and time of any Direct Debit to such level as Z1 deem reasonably appropriate (a) to take account of either an increase or decrease in usage of the Services by the Customer (b) to reduce such indebtedness of the Customer to Z1 and/or (c) to such other operational matter affecting the Services as Z1 shall in its discretion deem reasonable.

5.8 If the customer elects an alternative payment method to that of paying by monthly Direct Debit, Z1 shall be entitled to charge a monthly administration fee of £5.50.

5.9 If any payment is cancelled or returned unpaid by the Customer's bank or if the Customer fails to discharge any invoice within 7 days of its date, then without prejudice to any right or remedies under this contract, Z1 shall from the time of such failure provide the Services at the standard published usage charges and in addition the Customer agrees to pay Z1 an administration fee of £25. For the avoidance of doubt the time of payment is of the essence of this contract and a failure to pay on time or the cancellation of a Direct Debit shall be a material breach of contract allowing Z1 to terminate this contract immediately. Invoices paid by credit card incur an additional £5 and 3% charge of the transaction.

5.10 Should the Customer have any dispute with regard to the usage charges or any other charges, the Customer shall give written notice to Z1 of the amount in dispute and the reason for the dispute. Any rectification or amendment of such disputed charges are limited to the 6 months prior to the written notification being received by Z1 and remains at Z1's sole discretion such discretion not to be unreasonably withheld. Such notice must be received prior to the Customer not paying any amount due to Z1, failing which the Customer shall be deemed to be in breach of contract and clause 3.3.3 shall apply together with clause 5.8 and clause 5.3 in respect of the entire balance. The Customer shall remain liable to pay all amounts not in dispute in accordance with the terms of this contract.

5.11 The Customer remains liable for all charges whether the Customer or someone else used the services and whether the services were used with the Customer's knowledge and consent or otherwise including and not limited to calls made by a rogue caller/s and calls made by any third-party who has gained unauthorised access to the Customer's system.

5.12 Z1 retain the right to vary the charges set out in the tariff at any time upon giving the Customer 7 days' notice such notice to be given either on the monthly invoice or on www.z1telecom.com and continued use of the Service is deemed acceptance of these changes.

5.12.1 Where the Customer is a Consumer, we will provide at least 30 days' notice of a change to service pricing in writing to you and/or publish the change on our website at www.z1telecom.com. The change to price will not take effect until the end of the 30-day period. As a Consumer, the Customer has the right to end the contract for the service in question with Z1 by giving not less than 10 days' notice in writing within 10 days of our notification of the relevant change to pricing. If the Consumer fails to exercise their right to cancel, continued use of service by the Consumer is deemed as acceptance of the relevant change.

5.13 Any calls that are routed by any means beyond the control of Z1 and for which you are invoiced by another provider will remain the responsibility of the customer.

5.14 Should a Consumer fail to renew their contract prior to the Contract Period, Z1 reserves the right to set the tariff to standard rates (for current standard rates please see www.z1telecom.com).

#### 6. Suspension of the Services

6.1 Z1 shall be entitled, for business, operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Z1 by its licence or by any other competent authority (including any network provider), to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer whether on a temporary or permanent basis provided that Z1 gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

6.2 If the Customer is in breach of a material term of this contract Z1 may at its sole discretion and upon giving the Customer written notice elect to suspend without compensation the provision of Services for a period not exceeding 14 days.

If the breach is capable of remedy and is remedied by the Customer within the 14-day period then Z1 shall recommence the provision of Services. If the breach is not capable of remedy or if so capable is not remedied within the period of 14 days, then Z1 shall have the option of either terminating this contract under the provision of clause 6.1 or of continuing the Services.

6.3 If the Customer's call charges exceed the estimated call spend or the credit limit given to the Customer by Z1, whichever is the lower, then Z1 reserves the right to request immediate payment of the excess amount and to demand in accordance with clause 5.6 a deposit be paid in such amount as Z1 shall deem to be reasonable. If payment is not made forthwith by the Customer, Z1 shall be entitled to suspend all or any of the Services until payment of the excess amount is made in full.

6.4 Notwithstanding and without prejudice to any of its rights under this contract, Z1 reserves the right to withdraw the Services or any part thereof at any time if the monthly charges to the Customer are not, in the opinion of Z1, sufficient to make provision of the Services viable for Z1.

#### 7. Liability

7.1 Nothing in this contract shall exclude or restrict the liability of either party for death or personal injury resulting from its negligence.

7.2 If the Services fails to operate or the Customer diverts traffic to another carrier, Z1 will not be responsible for that carrier's charges.

7.3 Neither party shall be responsible to the other in contract, tort or otherwise for any loss of business, loss of data, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever save that this exclusion shall not apply to the fraudulent activities of either party nor to any claw-back or other loss suffered by Z1 pursuant to the determination by an airtime services provider that the Customer has used and/or provided services using the Equipment and/or Services which it deems a gateway.

7.4 Each party's liability in tort, contract or otherwise arising out of or in connection with the performance of either party's obligations under this contract shall be limited to £10,000 for any one incident or series of incidents and £20,000 in aggregate.

7.5 Neither party shall be liable to the other for any damage or loss which may be incurred by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, failure or shortage of power supplies, trade dispute, any act or omission of Government, highways, regulatory bodies, other public telecommunication operators or other competent authority, or supply of services by third-parties.

7.6 Controlling unauthorised access (including fraudulent access) to PABX, trunking or other equipment or resource shall be the sole responsibility of the Customer. Z1 shall have no responsibility whatsoever for any such access, or for the bills resulting from such access (which shall remain the Customer's obligation). The Customer acknowledges that a Service known as "fraud monitor" is not a fraud prevention system and does not prevent unauthorised access to the Equipment. Z1 advises the Customer to obtain proper security advice with regard to its PABX, trunking or other equipment or resource.

#### 8. Mobile Services

8.1 In respect of Mobile Services and unless Z1 advise otherwise the Customer shall enter into an agreement direct with the Airtime Services Provider and is responsible for all aspects (including the management) of that airtime service agreement. Z1 shall assist the Customer wherever possible in the management of the airtime service agreement.

8.2 If Z1 agrees to reimburse to the Customer charges for specified mobile numbers in respect of the Customer's transferring Airtime Service Provider in respect of such mobile numbers reimbursement must unless otherwise agreed in writing (i) be claimed by the Customer not earlier than four months from the date of transfer and (ii) be only claimed in respect of such mobile numbers as remain live and have not had a notice of termination of agreement served at the date of the claim.

8.3 Z1 will be paid commission (initially and on an ongoing basis) by the Airtime Service Provider for introducing the Customer and other customers to it. Such commission may be clawed back in certain circumstances due to the act or omission of the Customer, including if the airtime service agreement is terminated or in respect of gateway or unauthorised use by the Customer. The Customer shall indemnify Z1 against any such claw-back and immediately on demand pay to Z1 an amount equivalent to that clawed-back.

8.4 Where it is agreed that Z1 shall pay to the Customer a cash incentive inducement or subsidy for entering into an airtime services agreement, any such amounts must be invoiced by the Customer in three equal amounts such invoices to be dated and delivered at the end of months 6, 12 and 18 of the airtime services agreement. Payment shall only be due to the Customer where the airtime services agreement has not been terminated before the end of the Contract Period of the airtime service agreement. The Customer shall produce to Z1 such evidence as Z1 may reasonably require as to the continuation in force of the airtime service agreement.

8.5 Any cash incentives or subsidies due under this clause 8 that have not been claimed by the Customer within 14 days from the end of the Contract Period of the airtime service agreement become null and void.

8.6 Any Equipment supplied in connection with Mobile Services shall be supplied subject to these terms and conditions. Z1 shall endeavour to supply the Equipment as soon as practicable and reserves the right to alter specifications or designs at any time to meet such delivery target.

8.7 All such Equipment will be supplied with the manufacturer's guarantee, unless otherwise agreed in writing. The Customer hereby acknowledges that the manufacturer's guarantee is only valid if the Customer complies with the terms and conditions of manufacturer's guarantee.

8.8 The Customer shall be liable for the full costs of any repairs carried out to the Equipment which are not covered by the manufacturer's guarantee.

8.9 The Customer agrees that Z1 shall not be liable for any loss or costs suffered by the Customer:

8.9.1 Following any loss by the Customer of Equipment and/or the unlawful use thereof by a third-party.

8.9.2 Resulting from loss of network service or other network issues (including the porting of numbers).

8.10 The Customer shall be liable for the costs incurred by Z1 of obtaining PAC, MAC or similar codes required for the transfer of the Services.

8.11 The Customer acknowledges that owing to the nature of cellular/mobile telecommunications:

8.11.1 Z1 cannot guarantee a fault-free or uninterrupted supply of the Mobile Service;

8.11.2 the quality of cellular/mobile telephone calls depends partly upon the applicable cellular/mobile telephone used by the Customer and partly upon the telecommunications network to which such cellular/mobile telephone is connected;

8.11.3 the Mobile Service will only be available in areas covered by the telecommunications network to which the applicable mobile/cellular telephone is connected; and

8.11.4 the quality of the Mobile Service may be adversely affected by atmospheric conditions and geographical features (including, without limitation, buildings and underpasses).

8.12 The Customer shall immediately inform Z1 in the event that the applicable cellular/mobile telephone or any constituent part of it is lost or stolen.

8.13 The Customer acknowledges that Z1 may charge the Customer for cellular/mobile telephone calls received by the Customer whilst outside of the United Kingdom in accordance with the Service Tariff.

8.14 The Customer acknowledges that Z1 may charge the Customer for changes to the number allocated to the cellular/mobile telephone (if any) supplied as part of the Mobile Service.

#### 9. Inbound numbers

9.1 The Customer acknowledges that ownership in the inbound number(s) allocated to it by Z1 shall not pass to the Customer and the Customer shall have no right to use such free-phone numbers upon termination of the Free-phone Service.

9.2 Z1 reserves the right upon giving to the Customer not less than one month's written notice to alter (without incurring any liability) the inbound number(s) allocated to the Customer by Z1.

9.3 The Customer shall promptly inform Z1 of any event which is likely to substantially affect the number of calls to the free-phone number(s) allocated to it by Z1 so as to enable Z1 to devote appropriate telecommunications capacity to such free-phone number(s).

9.4 Porting requests are subject to an administration charge of £90 charge per number, payable by Customer upon receipt of a porting request.

#### 10. General

10.1 Z1 reserves the right to change the provider of the services to it at any time.

10.2 Z1 reserves the right to change these Terms and Conditions at its sole discretion by giving the customer not less than 14 days' notice (usually on the front page of the monthly invoice and/or on its website www.z1telecom.com), and continued use of the services thereafter will be deemed acceptance of such changes.

10.3 A notice required or permitted to be given by either party to the other under this contract shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and, save in respect of a notice pursuant to clause 3.1, shall be deemed served on the second day after the same has been posted.

10.4 If any provision of this contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provision in question shall not be affected.

10.5 The Customer shall not assign sub-license, delegate or otherwise deal with all or any of its rights and obligations under this contract without Z1's prior written consent, such consent not to be unreasonably withheld. Nothing in this contract shall be deemed to grant to the Customer a licence to use any software or other intellectual property right (which shall include the Z1 trade marks) other than strictly in accordance with the terms of this contract. For the avoidance of doubt, the Customer shall not be entitled to sub-license any such software or other intellectual property right.

10.6 These terms and conditions together with any terms set out in the order constitute the entire contract between the parties, supersede any previous contract or understanding and, subject to clause 10.1 and 5.2, may not be varied except in writing and signed by Z1 or varied orally and then confirmed in writing by Z1. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In entering into this contract, the Customer acknowledges that it does not rely on any representations which are not confirmed in the terms of this contract, but nothing in this contract affects the liability of either party for fraudulent misrepresentation.

10.7 The parties agree that the Contracts (Rights of Third-Parties) Act 1999 shall not apply to this contract.

10.8 The laws of England shall govern this contract, and the Customer agrees to submit to the exclusive jurisdiction of the English Court.