Intercity Technology

General Terms and Conditions

Confidentiality

This document is presented in confidence and shall be treated accordingly.

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Document Owner

All enquiries regarding the content of this document should in the first instance be directed to:

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Document Control

The creation, review and issue of this document follows:

Issue	Author	Date	Classification	Amendments
1.4	NW	17/10/2017	Controlled	• Missing cross-references re-inserted • Document Control table re-formatted • Footer re-formatted
1.5	NW	02/01/2018	Controlled	• Re-branded • Phonepay Plus name updated to Phone-paid Services Authority • Various minor typos corrected • Updated Document Owner panel

This Services Agreement consists of these General Terms and Conditions, the attached Product Order Form and the attached Product Terms for the Products as set out in the Product Order Form.

1 ORDERING PRODUCTS

1.1 Customer may submit enquiries to ITL and ITL may provide quotations in response to such enquiries. Customer may proceed with a quotation by approving the quotation. ITL will re-present the approved quotation to Customer by way of a Product Order Form.

1.2 Customer may submit an order by signing a Product Order Form (initialling each page) any General Terms and Conditions (attached with Customer's first Product Order Form) and the applicable Product Terms (attached with Customer's first Product Order Form for that Product) either electronically or by hand. Upon such approval, a Product Order Form constitutes an offer by Customer to purchase the Products on the terms of these General Terms and Conditions, the applicable Product Terms and any Special Conditions set out in the Product Order Form. Subsequent Product Order Forms for the same Product will incorporate by reference the General Terms and Condition and applicable Product Terms.

1.3 No terms Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing will apply to any Contract.

1.4 ITL may accept a Product Order Form (and where required, the General Terms and Conditions and Product Terms) by providing Customer with a copy of the Product Order Form signed by ITL.

1.5 Nothing in these General Terms and Conditions will oblige ITL to accept any Product Order Form, nor to provide any Product, until ITL accepts a Product Order Form. Upon acceptance by ITL, a Product Order Form will become a Contract which commences on the date of acceptance by ITL.

2 INSTALLATION AND SUPPLY OF SERVICES AND EQUIPMENT

2.1 Upon commencement of a Contract in accordance with Clause 1, ITL will use reasonable endeavours to provision and as necessary, install the Product and will inform Customer when the Product is connected and ready for use.

2.2 ITL will supply the Product to Customer from the Connection Date with reasonable skill and care and in accordance with any Legislation, but ITL cannot, given the nature of the Product, guarantee that the Product will be continuously available or error free.

2.3 ITL reserves the right to cancel any Product which is specified in a Contract prior to the Connection Date or within a reasonable period of time thereafter where:

(a) the Product cannot be delivered to or installed at a Site, owing to a geographic, practical or technical restraint; or

(b) the cost of providing or installing the Product at a Site is materially higher than the usual cost of providing the Product to a customer and Customer does not agree to pay any additional Charges requested by ITL.

2.4 Customer shall provide (and shall make sure that its End Users and any Affiliates shall provide) all information and complete all documentation and information which is required by ITL in order to perform its obligations under the Contract.

2.5 Customer warrants that any information which it (or any Affiliate) provides to ITL in connection with the Contract or the provision of Services is and will be complete and accurate.

3 USE OF THE PRODUCTS

3.1 The Products are provided for use by Customer and End Users in the course of Customer's business and on the condition that Customer does not resell or otherwise make the Products available to any other person save as set out in Clause 19.3.

3.2 Customer undertakes to use the Products, and to procure that each End User uses the Products, in accordance with:

(a) the terms and conditions of the Contract and any laws and regulations applicable to Customer's use of the Products; and

(b) any reasonable operating instructions as may be notified in writing to Customer by ITL from time to time.

3.3 Without prejudice to ITL's obligations to provide a particular Product, Customer is responsible for the security of their use of the Products including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software and having suitable disaster recovery processes in place.

3.4 Without limiting Clause 3.2, Customer will not and will procure that each End User will not use a Product to:

(a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

(b) download, possess or transmit in any way, illegal material;

(c) engage in criminal, illegal or unlawful activities;

(d) violate or infringe the rights or property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;

(e) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or

(f) send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the ITL Network (or any part of it) or the provision of the Products or ITL's customers.

3.5 Customer indemnifies and promises to pay on demand ITL and its Affiliates for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by ITL and any of its Affiliates arising out of or in connection with any claim made or threatened against ITL or an Affiliate of ITL by a third party arising out of or in connection with Customer's or End User's breach of this Clause 3.

3.6 Where Customer or an End User uses a Product to access the internet, other networks, websites or content, Customer accepts that ITL shall have no responsibility for the same and that Customer shall access the same at its own risk. Customer shall be responsible for all charges arising from such access.

4 SUPPORT, MAINTENANCE AND PRODUCT MANAGEMENT

4.1 ITL will provide support and maintenance, where set out in the Product Order Form, for the Product as set out in the Support Terms and the relevant Support Annex.

4.2 ITL is responsible for a Product up to and including the Network Terminating Equipment.

4.3 Subject to Clause 7.2 (c) ITL will have the right to withdraw or change a Product and to terminate or vary any affected Contracts for all customers to:

(a) comply with any law, regulation or safety requirement; or

(b) take into account the withdrawal of or a significant change to the technology used to provide the Product.

4.4 In relation to any withdrawal or change under Clause 4.3, ITL will:

(a) give Customer not less than three (3) months' notice, unless made to comply with a regulatory or mandatory change when ITL shall give as much notice as reasonably practicable; and

(b) use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Product or any material increase in the Charges.

4.5 Where a Product is withdrawn, ITL may offer an equivalent or better Product with the same Charges. ITL will be obliged to do so in respect of any affected Contract within its Contract Term where a Product is withdrawn under Clause 4.3 (b) and pay Customer's reasonable demonstrable third-party costs of moving to the replacement Product, up to a maximum of the Recurring Charges payable in respect of the remainder of the Contract Term. Where such equivalent or better Product has lower Charges, ITL may allow Customer to benefit from such reduction, if Customer agrees to pay the costs of moving to the equivalent Product.

4.6 If Ancillary Equipment is required to be installed, used or maintained at a Site, then Customer shall:

(a) provide ITL with all necessary assistance, documentation and access to premises and property to enable ITL to carry out the installation or maintenance on time;

(b) carry out all preparatory work notified by ITL to allow ITL to carry out the installation or maintenance on time; and

(c) at its own cost and expense provide:

(i) suitable space and environmental conditions for the Ancillary Equipment; and

(ii) all necessary services at the Site for the installation, use and maintenance of the Ancillary Equipment.

5 CHARGES, PAYMENT AND REBATES

5.1 ITL will invoice Customer electronically for the Charges, as set out in the Product Terms, payable under a Contract as set out in the Product Terms and Customer will pay all invoices by BACS or direct debit within seven (7) days of the date of the invoice, subject to clause 5.6.

5.2 Customer shall be liable for all Charges, whether or not incurred fraudulently.

5.3 Customer shall be responsible for all local access charges and costs associated with access.

5.4 Customer may request a paper invoice, subject to payment of a reasonable administrative charge.

5.5 All amounts payable by Customer under Contract are exclusive of Value Added Tax.

5.6 If Customer in good faith disputes an invoice and wishes to withhold the disputed sum, Customer must notify ITL in writing of the dispute not more than one (1) month after the date of the invoice and make payment of any undisputed amount in accordance with the terms of the Invoice. Customer may still dispute an invoice in good faith more than one (1) month after the date of the invoice, but Customer must make payment in full of the invoice notwithstanding the dispute raised. In each case, Customer must provide reasonable details of the dispute to allow ITL to investigate. When the dispute is resolved a Party will settle any amount owing to the other immediately upon resolution.

5.7 Without limiting any other right or remedy of ITL:

(a) if Customer fails to make any payment due to ITL under a Contract by the due date for payment, ITL will have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current National Westminster Bank PLC base rate, accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment and compounding quarterly;

(b) if a direct debit is dishonored or cancelled, ITL will have the right to make a reasonable administration charge;

(c) ITL may set off any amount owing to it or its Affiliates by Customer against any amount payable by ITL to Customer; and

(d) if Customer has not paid an invoice by the due date ITL shall be entitled to suspend any further deliveries of any Ancillary Equipment or the provision of any Services until ITL has been paid in full.

5.8 Where the Product is paid for by way of a revenue share between ITL and Customer and requires a payment from ITL to Customer, ITL will pay Customer's revenue share in accordance with the procedures set out in the applicable Product Terms. Customer does not have the right to set off its revenue share against any sums due to ITL by Customer. As no Charges are payable for revenue share services, the amount of Customer's revenue share will be deemed to be Charges for the purpose of calculating the total limit of liability under Clause 9.3 for such Products.

5.9 Subject to Clause 7.2 (c) ITL may vary the Charges at any time by giving Customer notice to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. The revised Charges will apply to all Products provided after the effective date of the notice of change. Where such change is to Customer's material detriment, ITL will give Customer not less than one (1) month's notice in writing. Customer may within thirty (30) days of receiving such written notice be entitled to terminate the relevant Products by written notice to ITL.

6 CREDIT AND SECURITY

6.1 ITL may perform a credit check on Customer if Customer’s financial circumstances change subsequent to acceptance of a Product Order Form and may impose a Credit Limit on Customer’s account. Any Credit Limit imposed can be amended on notice. If Customer exceeds such Credit Limit:

(a) ITL may demand immediate payment of all unpaid Charges (whether invoiced or not); and

(b) Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit.

6.2 ITL may require from Customer a deposit or other security as a condition of providing Products. ITL may hold deposit or security until Customer has paid all sums due to ITL under all Contracts. No interest is payable on any deposits held by ITL.

7 TERMINATION

7.1 A Party may terminate a Contract (or where a Contract relates to multiple Connections, a Connection) by providing the other Party with the relevant notice via the relevant procedure, each as specified in the Product Terms. In the case of ITL, such notice must expire on or after the end of the Contract Term. Where Customer terminates a Contract or a Connection prior to the end of the Contract Term, the Customer shall pay the relevant Cancellation Charges to ITL.

7.2 Customer may terminate a Contract (or where applicable, a Product or Connection) by giving notice in writing to ITL if:

(a) there is a Material Failure under the Contract;

(b) ITL is in material breach of the Contract (other than Material Failure) which, if capable of remedy, has not been remedied within thirty (30) days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;

(c) if any changes made to the Products pursuant to Clauses 4.3 (b), 4.5 or 5.9 are to Customer's material detriment; or

(d) the circumstances in Clause 12.2 arise.

7.3 ITL may terminate any or all Contracts by giving notice to Customer if:

(a) Customer is in material breach of a Contract, which if capable of remedy, has not been remedied within 30 days of written notice specifying the breach in reasonable requiring its remedy;

(b) Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purpose of a solvent reconstruction or amalgamation) or an encumbrancer takes possession of or receiver is appointed in respect of its assets;

(c) Customer fails to give any deposits or security required by ITL under Clause 6.2;

(d) The circumstances in Clause 12.2 arise; or

(e) Customer fails to pay any invoice within 14 days of the due date.

8 SUSPENSION

8.1 ITL may, without prejudice to any other right which it might have, elect to suspend the provision of all or part of a Product under any or all Contracts until further notice on notifying Customer either orally (confirming such notification in writing) or in writing if:

(a) ITL is entitled to terminate a Contract;

(b) ITL has reasonable grounds to believe that Customer or an End User is using the Product in breach of Clause 3;

(c) ITL or any third party providing equipment or services to ITL in connection with the provision of the Products is obliged to suspend the same in order to comply with any legislation, an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority; or

(d) Customer exceeds the Credit Limit under Clause 13.1 and has not remedied this situation within five (5) Business Days of receiving written notice from ITL requiring Customer to do so.

8.2 If ITL exercises its rights under:

(a) Clause 8.1 as a consequence of the breach, fault, act or omission of Customer or an End User, the Charges will continue to be payable and Customer will pay to ITL all reasonable costs and expenses incurred by the implementation of such suspension and any recommencement of the provision of Products; or

(b) Clauses 8.1 (b) or 8.1 (c), ITL will limit the suspension to the Connections in respect of which the breach has occurred or to which it is obliged to so suspend.

9 LIABILITY

9.1 Nothing in a Contract will exclude or limit a Party's liability arising from or in connection with:

(a) any death or personal injury caused by the negligence of such Party, its agents, sub-contractors, officers, directors or employees;

(b) any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, sub-contractors, officers, directors or employees;

(c) any breach of statutory implied terms as to title;

(d) any other liability which cannot be excluded or limited by law;

(e) any indemnity given by such Party in a Contract unless otherwise expressly agreed in writing;

(f) any breach of Clauses 13 or 14; and

(g) any liability to pay the Charges.

9.2 Subject to Clause 9.1, a Party will not be liable to the other Party in contract, tort (including negligence) breach of statutory duty or otherwise for:

(a) indirect, consequential or special loss or damage;

(b) loss of opportunity;

(c) loss of anticipated savings;

(d) loss arising from damage to a brand, reputation or goodwill (whether direct or indirect);

(e) loss of profit or anticipated profit (whether direct or indirect);

(f) loss of business or contracts (whether direct or indirect);

(g) loss of revenue or anticipated revenue (whether direct or indirect);

(h) loss or degradation of data (whether direct or indirect); and

(i) claims brought by or ex-gratia payments made to Customer's customers or any other third party (whether direct or indirect).

9.3 Subject to Clauses 9.1 and 9.2, a Party's total liability to the other Party in respect of all losses arising under or in connection with all Contracts in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances within any period of 12 consecutive months exceed the greater of:

(a) ten thousand pounds (£10,000); and

(b) the Recurring Charges paid by Customer under all Contracts during such 12 months period, subject to a maximum of five hundred thousand pounds (£500,000).

9.4 Except as expressly set out in a Contract and to the extent permissible by law, all other warranties, terms and conditions, guarantees as to quality or fitness for a particular purpose of the Products or any other conditions or guarantees, whether express or implied by law, custom or otherwise are excluded.

10 ANCILLARY EQUIPMENT

10.1 Property in and ownership of the:

(a) Ancillary Equipment remains with ITL or its suppliers at all times;

(b) Customer Equipment remains with Customer at all times; and

(c) Purchased Equipment remains with ITL or its suppliers until Customer has paid ITL the Charges for the Purchased Equipment in full, when property and ownership will pass to Customer.

10.2 Customer must clearly identify any Ancillary Equipment at the Sites.

10.3 Risk in and liability for Ancillary Equipment and Purchased Equipment passes to Customer on delivery of each item thereof. Customer must insure the Ancillary Equipment in respect of all relevant risks from delivery. Customer will provide a copy of the insurance policy to ITL upon request.

10.4 Customer must:

(a) not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Ancillary Equipment or suffer any distress, seizure or execution to be levied against any Ancillary Equipment;

(b) keep the Ancillary Equipment at the Site, with the exception of mobile devices;

(c) house, keep and use any Ancillary Equipment in accordance with any written instructions notified to Customer by ITL from time to time or, in the absence of instructions, to the same standard as a reasonable owner of the Ancillary Equipment would if it were their property;

(d) in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the Ancillary Equipment and notify ITL as soon as possible the circumstances of such emergency;

(e) ensure the Ancillary Equipment is kept safe and not damaged;

(f) not remove, tamper with or obliterate any words or labels on the Ancillary Equipment or any part thereof; and

(g) permit ITL or its agent to inspect, test and maintain the Ancillary Equipment at all reasonable times and on reasonable notice.

10.5 Customer must immediately notify ITL of any loss or damage to any Ancillary Equipment. Without prejudice to ITL's other rights and remedies, where Customer breaches the provisions of this Clause 10:

(a) Customer indemnifies and promises to pay on demand ITL for the costs of repairing or replacing any Ancillary Equipment damaged by Customer's or End User's breach of this Clause 10; and

(b) ITL will not be liable to Customer for any failure to provide the Product as a result thereof.

10.6 Where Customer rents Ancillary Equipment, ITL will replace such equipment where ITL is satisfied that there is a fault with it. Under such circumstances Customer is required to immediately return the faulty Ancillary Equipment to ITL.

10.7 ITL does not provide any warranty in respect of any Purchased Equipment but, where possible, will provide Customer with the benefit of any manufacturer's warranty.

10.8 ITL will be entitled, after termination (for any reason whatsoever) of a Contract by giving notice of its intention to repossess the Ancillary Equipment, to:

(a) require Customer (at Customer's cost and risk) to immediately return the Ancillary Equipment to ITL; or

(b) enter upon any premises with such transport as may be necessary and repossess any Ancillary Equipment.

11 SITES AND ACCESS

11.1 Customer must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for ITL to deliver, install and provide the Products at the Sites.

11.2 Where Ancillary Equipment is required to be installed at a Site, Customer must prepare the Site in accordance with ITL's reasonable instructions.

11.3 To enable ITL to carry out its obligations and exercise its rights under a Contract, Customer must upon request of ITL, permit or procure permission for ITL or anyone acting on ITL's behalf to access the Site at all reasonable times. ITL will not be liable for any failure to provide the Product to the extent caused by Customer's failure to comply with this Clause 11.3.

11.4 Customer will provide or procure a safe working environment at the site for ITL employees and anyone acting on ITL's behalf. ITL's employees or anyone acting on ITL's behalf will observe the reasonable regulations affecting the Site as previously advised in writing to ITL.

12 EVENT OUTSIDE THE PARTIES' REASONABLE CONTROL

12.1 A Party will not be liable for any delay in performing or failure to perform any of its obligations under a Contract (other than Customer's obligation to pay the Charges) which occurs as a result of a Force Majeure Event.

12.2 In the event that a Force Majeure Event continues for a period of 60 days, the Party not subject to the Force Majeure Event will have the right to terminate in accordance with Clause 7.2 or 7.3.

13 CONFIDENTIALITY

13.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party as a result of a Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing its obligations under a Contract. These restrictions will not apply to any information which:

(a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 13; or

(b) is acquired from a third party who owes no obligation of confidence in respect of the information; or

(c) is or has been independently developed by the recipient without use of the other Party's Confidential Information.

13.2 Notwithstanding Clause 13.1, either Party will be entitled to disclose the Confidential Information of the other Party to:

(a) a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose Confidential Information; or

(b) another party solely where it is necessary to discharge an obligation under a Contract. Prior to disclosing any Confidential Information pursuant to this Clause 13.2(b), the disclosing Party shall ensure that any recipient is subject to obligations of confidentiality of a nature equivalent to those set out in this Clause 13. Each Party shall remain liable to the other Party for any breaches of this Clause 13 by any recipient.

13.3 Customer shall keep all passwords and other security codes ("Codes") issued by ITL confidential and only disclose them to persons within Customer's business on a need-to-know basis and to no other third parties except as otherwise permitted under the Contract. ITL shall be entitled to change the Codes from time to time after first providing where reasonably practicable written notice to Customer detailing the change.

13.4 Customer shall inform ITL immediately if Customer suspects that the confidentiality of the Codes has been prejudiced and ITL shall assist Customer to change all affected Codes. The Customer remains responsible for all actions committed by any person whilst logged on using Codes.

14 INTELLECTUAL PROPERTY

14.1 All Intellectual Property Rights in the Products will be owned by ITL, its licensors and its Affiliates.

14.2 ITL grants to Customer a non-exclusive, royalty-free licence to use such within the United Kingdom, for the sole purpose of utilising the Products in accordance with the terms of the Contract and any usage guidelines that ITL may provide from time to time. Customer shall not reproduce any software provided by ITL, save that Customer may make a single back-up copy of such software for security purposes only. Customer shall not modify, adapt, translate, reverse engineer or disassemble such software.

14.3 Customer grants to ITL and its Affiliates a non-exclusive, royalty-free licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom in any Customer Equipment and the information and data in the Products for the purpose of performing ITL's obligations under the Contract.

14.4 Notwithstanding Clause 14.2, Customer will not be entitled to use the name, trade mark, trade name or other proprietary identifying marks or symbols of ITL or its Affiliates without ITL's prior written consent.

14.5 In the event that Products contain Intellectual Property Rights owned by third parties which ITL is not entitled to sub-licence to Customer, ITL will use reasonable endeavours to assist Customer, at Customer's cost and expense in obtaining a licence to use those Intellectual Property Rights owed by third parties on terms that are acceptable to Customer.

14.6 In the event that Customer Equipment contains Intellectual Property Rights owned by third parties which Customer is not entitled to sub-licence to ITL, Customer will use reasonable endeavours to assist ITL, at ITL's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to ITL.

14.7 Customer will not and will procure that its personnel and where used, its sub-contractors and their personnel, do not do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights in the Products.

14.8 Customer will not obtain any rights in respect of any of Intellectual Property Rights in the Products by virtue of the Contract.

15 TRIAL PRODUCTS

15.1 From time to time ITL may invite Customer to try Trial Products. Customer may accept or decline any such trial. Trial Products are provided for evaluation purposes "as is" and not for live or commercial use, are not supported, may contain defects, and may be subject to additional terms.

15.2 Trial Products are not considered "Products" and the exclusions set out in Clause 9.4 shall apply to all Trial Products. ITL may terminate any Trial Product at any time in its sole discretion and is under no obligation to make any Trial Product commercially available.

16 SEVERANCE

16.1 If any provision of a Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:

(a) the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or

(b) to the extent that modification under Clause 16.1 (a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of such Contract,

and the validity and enforceability of the other provisions of such Contract shall not be affected.

17 ASSIGNMENT AND SUB-CONTRACTING

Neither Party will assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under a Contract without the prior written consent of the other Party.

18 WAIVER

18.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and expressed to be a waiver and will not be deemed a waiver of any subsequent breach or default.

18.2 A failure or delay by a Party to exercise any right or remedy provided under a Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law will prevent or restrict the further exercise of that or any other right or remedy.

18.3 Customer must bring any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) within twelve (12) calendar months of the date it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier or such dispute or claim will be barred.

19 THIRD PARTY RIGHTS

19.1 The Phone-paid Service Authority may directly enforce the provisions of a Contract under the Contract (Rights of Third Parties) Act 1999 in so far as such provisions relate to regulation of a Product by the Phone-paid Services Authority.

19.2 Each Contract will enure for the benefit of ITL and its Affiliates from time to time.

19.3 Customer may make the Products available to its Affiliates and authorises ITL to accept Product Order Forms submitted directly by its Affiliates. Customer will be liable to ITL for any obligations undertaken by its Affiliates under a Contract including any liability to pay the Charges in respect of any Products provided by ITL to Customer's Affiliates (even if invoiced directly to the Affiliate) and Customer will be liable to ITL for any act and omission of its Affiliates in breach of the terms and conditions of a Contract.

19.4 Except as expressly provided in Clauses 19.1 and 19.2 , a person who is not a party to a Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

19.5 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under a Contract are not subject to the consent of any other person.

20 NOTICES

20.1 All contractual notices for a Contract must be in writing and be sent either by letter or email as follows:

(a) in the case of ITL:

(i) Address: 101-114 Holloway Head, Birmingham B1 1QP, United Kingdom
Attention: Customer Services Director or

(ii) Email: customersupport.dept.uk@intercity.technology ; or

(b) in the case of Customer:

(i) Address: using the details set out on the Product Order Form attached to these General Terms and Conditions; or

(ii) Email: using the email details set out on the Product Order Form attached to these General Terms and Conditions.

20.2 Operational correspondence should be sent to a Party's usual operational contact(s).

20.3 A Party may change the details recorded for it in this Clause 20 by notice to the other in accordance with Clause 20.1.

20.4 Notices are effective where:

(a) delivered by hand, at the time of signature of a delivery receipt or at the time the notice is left at the relevant address;

(b) sent by guaranteed next Business Day delivery service providing proof of postage, at 9am on the second Business Day after the posting date;

(c) sent by email, on the sending date in the sender's time zone where sent before 5 pm in the recipient's time zone on a Business Day or on the next Business Day where sent after 5pm, in each case as verified by written or automated notification or by electronic log.

21 VARIATIONS

21.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21.2 Without prejudice to the generality of the foregoing, ITL may amend this Agreement as a consequence of:

(a) any legal or regulatory change, or where required by a regulator of ITL or a Third Party Operator; or

(b) where required to ensure that ITL complies with any amended terms and conditions upon which a Third Party Operator makes a Product available to ITL.

21.3 ITL reserves the right at any time to make a change to the Third Party Operator.

22 ENTIRE AGREEMENT

22.1 Each Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, covenants, indemnities, commitments, warranties, representations, statements and understandings between them howsoever made, whether express or implied and whether made innocently or negligently (**"Statements"**) relating to its subject matter.

22.2 Each Party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of any Statements that are not expressly stated in the applicable Contract.

22.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Statements or terms of a Contract.

23 SURVIVAL OF CLAUSES

23.1 The expiry or termination of a Contract will not affect any provisions of it as are expressed to operate or have effect after its termination and will be without prejudice to any right of action already accrued to either Party in respect of any breach of a Contract by the other Party.

24 GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be governed by and constructed in accordance with law of England and Wales, and the courts in England and Wales shall have exclusive jurisdiction to handle any disputes arising.

25 DEFINITIONS AND INTERPRETATION

25.1 In a Contract:

(a) words and phrases used with capital letters have meaning given in the glossary at the end of these General Terms and Conditions, unless otherwise defined in the glossary at the end of the applicable Product Terms or in a Product Order Form;

(b) headings shall be for ease of reference only and shall not affect the interpretation of the Contract;

(c) time will not be of the essence and dates given are estimations only;

(d) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and

(e) references to:

(i) Clauses are to clauses in these General Terms and Conditions and to Paragraphs are to paragraphs of the Support Terms or applicable Product Terms;

(ii) a person includes a corporate or unincorporated body (whether or not having a separate legal personality);

(iii) one gender will include a reference to any other gender;

(iv) a statue or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;

(v) writing or written does not include faxes;

(vi) the Contract or to any other agreement or document referred to in the Contracts is a reference to the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time;

(vii) words in the singular will include the plural and *vice versa*; and

(viii) the words “include(s), “including” or “in particular” are deemed to have the words “without limitation” following them.

25.2 Where a Contract compromise multiple Products, Customer’s right of termination and the treatment of any Incidents will be construed in relation to the affected Product only, unless the Product comprises multiple Connections when Customer’s right of termination and the treatment of any Incident will be constructed in relation to each affected Connection only.

25.3 In the case of conflict or ambiguity, the order of precedence for a Contract and any documents attached to or referred to in it will be as follows, in descending order of importance;

(a) the Product Order Form; then

(b) any Special Conditions; then

(c) the Product Terms; then

(d) these General Terms and Conditions; then

(e) documents attached and referred to in the Contract.

GLOSSARY

Affiliate	In relation to a Party to a Contract (at the relevant time) any company which is a Subsidiary or Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
Ancillary Charges	Any third party charges as set out in the Product Order Form incurred by ITL relating to the provision of a Product that are not Installation Charges, Recurring Charges, Usage Charges or Cancellation Charges.
Ancillary Equipment	Any equipment, apparatus, software, systems and cabling provided by or on behalf of, ITL to provide a Product at a Site and until title has passed to Customer in accordance with Clause 10.1 (c) the Purchased Equipment. The Ancillary Equipment does not include the ITL Network.
Business Day	A day which is not Saturday, Sunday or a public holiday in England and Wales.
Cancellation Charges	The charges (if any) set out in any Product Terms or Product Order Form, payable by Customer to ITL as a result of cancelling a Contract or any Connection during a Contract Term.
Charges	The Installation Charges, the Recurring Charges, the Non-Recurring Charges, the Usage Charges, the Ancillary Charges and the Cancellation Charges.
Clock Hours	The elapsed time during the applicable Incident Resolution Support Hours between when an Incident is logged and when its status becomes Resolved, excluding Parked Time.
Closed	The status that an Incident is changed to when either: (i) ITL has notified Customer that the Incident has been Resolved and Customer confirms the Incident is fixed or (ii) when the status has been Pending Requestor Information for three days.
Confidential Information	All business and trade secrets, methods of doing business, customer lists, tariffs and pricing information and all other confidential information and material disclosed by obtained by a Party in connection with a Contract.
Connection Date	The date ITL notifies Customer a Product is ready for use by Customer or where a Product comprises multiple Connections, a Connection is connected to the ITL Network or if earlier, the date upon which Customer first uses the Product or Connection.
Connection	Each single connection of a Product to the ITL Network and "Connected" will be construed accordingly.
Contract	A Product Order Form and any terms set out in it, which has been accepted by ITL in accordance with Clause 1.4, incorporating the General Terms and Conditions and the applicable Product Terms.
Contract Term	The period commencing on the date of the Contract and expiring after the period from the Connection Date or where a Product comprises multiple Connections, expiring after the period from the Connection Date of the last Connection, specified in the applicable Product Order Form.

Credit Limit	A monthly financial limit on the Charges which may be incurred under all Contracts.
Customer Equipment	Any equipment, apparatus, software, systems and cabling provided by Customer and used to access the Products.
End User	Any person who must be an employee of or contractor to Customer, authorised by Customer to use the Product.
Force Majeure Event	An event beyond the reasonable control of a Party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, threat or preparation for war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion, strikes or other industrial action (other than affecting the Party seeking to rely on such event) imposition of sanctions, embargo, sabotage or riots, floods, fires, explosions or other catastrophes, natural disasters, nuclear or chemical or biological contamination, epidemic or pandemic, interruption or failure of utility service, power failures, non-availability of any third party communication services or the public Internet.
General Terms and Conditions	These terms and conditions, including the Support Terms.
Incident	An unplanned interruption to or a reduction in the quality of a Product.
Incident Resolution Support Hours	The times during which an Incident counts towards Clock Hours as specified in the relevant Support Annex and Product Order Form.
Installation Charges	The charges, as set out in the Product Order Form, incurred as a result of or arising from the installation of the Products by ITL at the Site.
Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
ITL	Intercity Technology Limited, a company registered in England & Wales with company number 01938625.
ITL Network	The public electronic communications network operated by ITL, its Affiliates or its or their third party providers from time to time.
Intrusive Testing	Testing performed by ITL or its sub-contractors that will have a temporary, material detriment to a tested Product's operation from Customer's perspective, to the extent that the Product may not be usable during testing.
Legislation	Any applicable laws and regulations relating to the provision of the Products.
Maintenance	Pro-active maintenance of a Product to minimise incidents.

Maintenance Window	The hours of 00:00 to 06:00, seven days a week or where different, as set out in the relevant Product Terms.
Material Failure	A material or persistent breach of the Contract or failure by ITL to deliver the Product in accordance with the service level agreement set out in the relevant Product Terms and where any such breach or failure is capable of being remedied, such breach or failure has not been remedied within five (5) Business Days of ITL being notified or becoming aware of such failure.
Network Terminating Equipment	The device provided by or utilised by ITL at the end of a communication path to a Site to provide a connection from Customer Equipment to the ITL Network.
Non-Recurring Charges	The charges for a Product that are incurred from time to time, as set out in the Product Order Form.
Office Hours	Opening hours of ITL's offices, which on Business Days are 08:30 – 17:30 (Monday – Thursday) and 08:30 – 17:00 (Friday) GMT/BST
Parked Time	The status to which an Incident is moved outside the control of ITL including when: (a) an act or omission by Customer or a third party acting on Customer's behalf prevents ITL from completing its obligations; (b) the status of the Incident is Pending Requestor Information; (c) Customer fails to accept an engineering appointment offered by ITL (until such time as the agreed engineering appointment commences); (d) ITL or its agent is unable to obtain access to the relevant Site or Equipment (as applicable); (e) ITL is awaiting power down or up of Customer Equipment; (f) ITL is unable to progress resolution of the Incident owing to Maintenance; or (g) the Incident is assigned to a Third Party Operator.
Party	ITL or Customer and together the "Parties".
Pending Requestor Information	When ITL has requested information or action from Customer and is unable to progress the Incident without the requested information or action being completed.
Phone-paid Services Authority	The UK regulatory body for premium rate phone services.
Price List	The list of Charges for the applicable Product as provided to Customer and as such, periodically updated and made available to Customer from time to time.
Priority	The level of priority of an Incident as assigned pursuant to the Support Terms.
Product	Any service, Ancillary Equipment and Purchased Equipment provided by ITL to Customer pursuant to a Contract as more particularly described in the applicable Product Terms and any associated Product Documentation, and "Products" will be construed accordingly.
Product Documentation	Any Product-specific documentation, available via the relevant Product Terms, setting out technical specifications, parameters, capabilities, limitations or further relevant information, as made

	available to Customer and as such may be updated periodically by ITL in accordance with these General Terms and Conditions.
Product Order Form	Each request for a Product in the format required from time to time by ITL signed by Customer incorporating these General Terms and Conditions and the applicable Product Terms.
Product Terms	The terms applicable to a particular Product.
Purchased Equipment	Any equipment, apparatus, software, systems and cabling purchased by Customer from ITL as a Product.
Recurring Charges	The regular charges for a Product that are incurred periodically, in the same amount, such as line rental, as set out in the Product Order Form.
Resolution Target	The time limit within which ITL targets to resolve the Incident, as set out in the applicable Support Annex.
Resolved	The status an Incident is changed to when ITL believes the Incident is fixed and "Resolution" will be construed accordingly.
Site	Any premises, not owned by ITL, at which a Product is to be provided.
Small Business Customer	A Customer who is neither a communications provider nor a person for which more than ten individuals work (whether as employees, volunteers or otherwise).
Special Conditions	Any express supplemental terms agreed between the Parties and set out in a Product Order Form.
Statements	Has the meaning set out in Clause 22.1.
Support Annex	The section of the Product Terms that supplements the Support Terms by setting out the support standards applicable to a specific Product.
Support Terms	The section of these General Terms and Conditions headed "Support Terms" that detail the support applicable to the Products.
Third Party Operator	The operator of any electronic communications network or provider or any electronic communications services over which or through which ITL may provide Products.
Trial Products	Any ITL product or service not generally available to ITL's customers.
Usage Charges	The charges, as set out in the relevant Product Terms, that are incurred based on use of a Product, such as call charges or bandwidth usage charges. This covers all charges incurred including where a Product is used without the Customer's knowledge, consent or otherwise.

SUPPORT TERMS

1 SUPPORT OPERATING HOURS

1.1 Incident logging is available to Customer 24 hours a day seven days a week 365 days a year.

1.2 Incident Resolution support for a Product is available to Customer as detailed in the relevant Support Annex.

1.3 General customer service support for a Product is available to Customer during Office Hours as detailed in the relevant Support Annex.

2 MAINTENANCE

2.1 ITL may, without obtaining the prior consent of Customer, suspend the operation of a Product for operational reasons, including but not limited to the Maintenance of and/or alterations to the Product and/or in an emergency, provided always that ITL fully complies with each of the following conditions:

(a) ITL notifies Customer in advance of the Maintenance and/or alterations as set out in the relevant Support Annex;

(b) The elapsed time for which operation of a Product is suspended does not exceed the maximum duration specified in the relevant notification;

(c) The Maintenance and/or alterations do not materially impact the Product; and

(d) Suspension of the operation of a Product is during the Maintenance Window

2.2 In the event that ITL carries out any Maintenance and/or alterations to the Product otherwise than in circumstances where the conditions described in Clause 2.1 are to be satisfied, then the written prior consent of Customer shall be required before any such Maintenance and/or alterations are carried out and any such Maintenance and/or alterations shall constitute an Incident.

3 INCIDENT MANAGEMENT

3.1 Before contacting ITL about an Incident, Customer should make all reasonable efforts to rule out the possibility that it is caused by Customer Equipment.

3.2 Customer should report an Incident to ITL as soon as reasonably practical;

3.3 Where the cause of an Incident is not due to the failure of a Product (for example if there is a failure of Customer Equipment) Customer shall be liable for ITL's reasonable costs and expenses incurred in investigating the same.

3.4 Unless the Product Documentation states otherwise, Customer must report Priority 1 or 2 Incidents using the telephone number on the ITL web site or as otherwise provided by ITL. Any Priority 1 or 2 Incidents which are not reported in the correct manner are not subject to the Resolution Target.

3.5 Priority 3 and 4 Incidents may be reported by phone, email or relevant web portal.

3.6 Customer will be required to provide the following information when reporting an Incident:

(a) name and contact details (including email) of person reporting incident;

(b) Incident Site contact details;

(c) times at which Customer representative will be at Site to give access to ITL or its representative;

(d) Connections or Products affected; and Incident description or details of the Incident symptoms.

3.7 When an Incident is reported by Customer, ITL will assign a Priority and Incident reference and provide this to Customer within 30 minutes of notification of the Incident to ITL.

3.8 Where an Incident is temporarily repaired, the Incident Priority may be reduced as appropriate. The re-classification of an Incident will determine the course of actions thereafter.

3.9 For Priority 1 Incidents, Customer agrees that Intrusive Testing by ITL can occur without seeking permission. For any other issue where ITL believes that Intrusive Testing is required, it will seek permission from Customer before doing so.

3.10 Where an appointment is agreed to work on Site and anyone acting on ITL's behalf is unable to gain access to the Site or carry out the necessary work on Site, ITL may levy associated Ancillary Charges, unless it is ITL's error.

4 INCIDENT PRIORITY

4.1 Incident Priority is classified accordingly:

Priority	Incident Description
P1	Service outage
P2	Service issue
P3	Service issue affecting a single End User
P4	Incident follow-up – root cause analysis
P5	Planned change request & other communications

Table 4-1 - Incident Priorities

5 RESOLUTION

5.1 The duration of an Incident will be measured in Clock Hours.

5.2 ITL may keep an Incident open for monitoring purposes after Resolution until Closed.

5.3 If the same Product (or where applicable under Clause 25.2, a Connection) experiences multiple Incidents arising from a single root cause within the same month, ITL will consider and treat this as an intermittent single Incident for the purposes of Resolution Targets and Credits.

6 ESCALATION

6.1 Escalation means that more senior support staff will be made aware of Customer's Incident and provide additional assurance to Customer.

6.2 ITL will provide Customer with the escalation procedure for each Product within the relevant Product Documentation.