



MeetingZone General Terms & Conditions

RECITALS

- (A) MeetingZone Limited ("MeetingZone") is a leading provider of unified communication services.
- (B) The Customer wishes to appoint MeetingZone as its provider of the Services and Equipment upon the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Agreement, the following words shall have the following meanings:

"Act" – the Telecommunications Act 1984 as amended or modified from time to time;

"Agreement" means these General Terms and Conditions including the Appendices together with the Details of Parties document.

"Appendix" means attachments forming part of this Agreement and including, but not limited to, all Orders;

"Call Charges" – the charges for calls made on MeetingZone equipment and logged by MeetingZone calculated in accordance with the pricing as described in the Appendices;

"Charges" – any sums owed by Customer to MeetingZone under this Agreement;

"Commencement Date" – means the date on which both parties have signed this Agreement, which may be by electronic workflow, or the date on which Customer starts to use the Service if earlier;

"Consequential Loss" – pure economic loss, loss of profit, loss of business, contracts, goodwill and like loss, whether direct or indirect;

"Details of Parties" – a document containing the details of the companies who are parties to this Agreement (MeetingZone and Customer) and their respective contact details;

"Equipment" means hardware supplied by MeetingZone to the Customer as described in an Order;

"Initial Term" means 1 year from the Commencement Date unless otherwise stated in this Agreement;

"Network" – any telecommunications network which MeetingZone may use in order to provide the Service to the Customer;

"MeetingZone Licence" – the Licence granted to MeetingZone under the Act which allows MeetingZone to provide the Service;

"Order(s)" – means orders placed by the Customer for the purchase of Services and or Equipment from MeetingZone, subject to the terms of this Agreement. Orders must be signed by both parties, which may be via an electronic workflow. All Orders are appended to this Agreement and become Appendices;

"Service(s)" – the services ordered by the Customer on Orders subject to this Agreement which MeetingZone agrees to provide Customer and which are described in MeetingZone service literature as amended from time to time;

"Site" – any Customer address where MeetingZone is instructed to deliver Equipment or Services.

- 1.1. References to clauses and Appendices are to the clauses and Appendices to this Agreement.

- 1.2 Headings are for convenience only and shall be ignored in interpreting this Agreement.

- 1.3 A reference to an act of Parliament shall include any modification extension replacement or re-enactment thereof for the time being in force and shall also include all instruments, orders, regulations, permissions and directions for the time being made or issued or given there under or deriving validity therefrom.

- 1.4 The singular shall include the plural and vice versa and reference to natural persons shall include bodies corporate.

- 1.5 References to the parties shall include their permitted assigns and/or successors to the benefit of this Agreement.

2. PRICES

- 2.1. MeetingZone will provide the Services at the prices as set out in the Appendices for the Initial Term. After the Initial Term if MeetingZone increases any prices then it will provide a minimum of 30 days' written notice and if for any reason the parties are unable to agree on any new prices then Customer may provide 30 days' written notice to terminate the contract.

- 2.2. Charges for fixed recurring charges (e.g. licence fees) will be charged monthly in advance unless agreed otherwise on the Order. Charges for variable costs, such as storage costs or per minute usage fees, will be charged monthly in arrears unless agreed otherwise on the Order.

- 2.3. All charges are exclusive of local taxes such as VAT, any withholding taxes and any applicable duties for which Customer will be additionally liable as applicable.

3. INVOICING

- 3.1. MeetingZone will issue Customer an invoice each month. Customer agrees to pay MeetingZone all Charges due within 30 days of the date of MeetingZone invoice, by a method agreed between the parties. Time shall be of the essence in respect of payment of Charges due.

- 3.2. If Customer fails to pay any undisputed Charges by the due date MeetingZone may suspend Customer's use of the Service on 30 days written notice to Customer. MeetingZone will restore full use of the Service when Customer pays all outstanding undisputed Charges.

- 3.3. If Customer fails to pay any Charges by the due date without valid reason MeetingZone may charge Customer interest at the rate of 3% above Lloyds Bank PLC base rate from the due date until the date MeetingZone receives payment.

- 3.4. If Customer wants to challenge an item on their invoice, Customer must do this within 6 months of the date of the invoice.

- 3.5. Customer agrees to tell MeetingZone promptly of any change in Customer name, address, email address or bank details.

- 3.6. Any Charges payable by Customer under this Agreement shall be paid in full without any deduction or set-off whatsoever.

4. DURATION AND TERMINATION

- 4.1. This Agreement shall come into effect on the Commencement Date and shall continue in force for the Initial Term and indefinitely thereafter until terminated by either party giving not less than three months' prior written notice to expire on or after the end of the Initial



MeetingZone General Terms & Conditions

Term, or such other notice period as agreed in any Appendix.

- 4.2. Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating this Agreement with immediate effect if:

4.2.1. the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified of the breach; or

4.2.2. an order is made or a resolution is passed for the winding up of the other party (other than for the purposes of solvent reconstruction or amalgamation) or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt.

- 4.3. Without prejudice to any other rights to which it may be entitled, MeetingZone may give notice in writing to the Customer terminating this Agreement with immediate effect if MeetingZone's licence to provide the Service is withdrawn or terminated for any reason.

- 4.4. Without prejudice to any other rights to which it may be entitled, the Customer may give notice in writing to MeetingZone terminating this Agreement with immediate effect if MeetingZone does not perform to the level expected of a competent service provider, having been given 30 days prior notice of such issue, and having failed to resolve the issue.

- 4.5. Upon termination for any reason Customer will immediately return to MeetingZone any property or documentation of MeetingZone in its possession or control.

- 4.6. Save as expressly provided in this Agreement and save for any rights or obligations which may have accrued prior to termination, neither party shall have any further obligation to the other under the terms of this Agreement following termination.

5. PRIORITY OF TERMS

- 5.1. In the case of any conflict between terms in the main body of this Agreement and the terms in the Appendices then the terms in the Appendices shall take priority.

6. BRANDING

- 6.1. The Customer hereby grants to MeetingZone the personal non-exclusive right to use the Customer's trade marks for the supply of the Service on service related materials, and for no other purpose.
- 6.2. All representations of the Customer's or the Customer's trademarks which MeetingZone intends to use shall first be submitted to Customer for written approval.

7. EQUIPMENT

- 7.1. MeetingZone will deliver the Equipment to the Site(s).
- 7.2. At the time of delivery the Customer must check that the quantity of Products matches the quantity set out on the

proof of delivery ("POD") and that the exterior of the Products are in good condition. The Customer must then indicate this on the POD and sign the POD accordingly.

- 7.3. A signed POD by or on behalf of the Customer shall be conclusive evidence of delivery and (except to the extent that any damage or discrepancy is noted on the POD) that it was received in good order and condition and accordingly no claims shall be bought in respect of the delivery claiming the contrary.

- 7.4. The Customer must inspect the Products immediately after delivery is complete. If any Products are damaged, incorrect or not delivered, the Customer must notify the Company within 5 working days of the delivery or expected delivery.

- 7.5. Delivery of the Equipment (or part thereof) shall be deemed to take place at the time when the Equipment (or part thereof) is delivered to the Site(s). The risk in each item of the Equipment will pass to the Customer on delivery. It will be the responsibility of the Customer to insure the Equipment on the passing of risk.

- 7.6. Title in the Equipment will remain with MeetingZone at all times until MeetingZone receives full payment of the relevant Charges under this Agreement.

- 7.7. Until title in the Equipment has passed, the Customer is in possession of the Equipment in a fiduciary capacity and will:

7.7.1. not part with possession of the Equipment;

7.7.2. take proper care of the Equipment and take all reasonable steps to prevent any damage to or deterioration of it; and

7.7.3. keep the Equipment free from any charge, lien or other encumbrance;

- 7.8. If MeetingZone is unable to deliver any Equipment due to an act or omission of the Customer, MeetingZone will store such Equipment at its own risk but the cost of such storage and of any insurance will be borne by the Customer.

- 7.9. Support and maintenance services may be ordered by Customer subject to the terms of this Agreement.

8. WARRANTIES AND LIABILITY

- 8.1. MeetingZone warrants that for the period of this Agreement the Service will be provided with reasonable skill and care and with a level of skill and prudence that might reasonably be expected of a skilled and experienced person engaged in the provision of the Services.

- 8.2. When Customer notifies MeetingZone of a fault in the Service, MeetingZone will endeavour to make arrangements to correct that fault. However, Customer understands that no Service can be fault free all of the time and, as the Service may be affected by circumstances outside of MeetingZone's control such as faults in the Network or other telecommunications networks, no guarantee is given of uninterrupted or error free access to or operation of the Service. MeetingZone therefore cannot guarantee that the Service will be available on any particular date and Customer accepts that MeetingZone shall not be liable to Customer for any failure to provide Customer with the Service on any particular date.

- 8.3. If a fault occurs with Equipment supplied by MeetingZone then under a purchased Support agreement, MeetingZone will provide such Professional Services as are required to re-install or reconfigure equipment or to install or



MeetingZone General Terms & Conditions

reinstall any software thereon. For the avoidance of doubt the Support does not include the repair or replacement of any equipment owned by the Customer other than equipment supplied by MeetingZone and still under manufacturer warranty.

- 8.4. In the event Customer does not purchase Support then if a fault occurs with Equipment supplied by MeetingZone, then Customer may at their cost and risk return the equipment to MeetingZone who will then arrange its repair or replacement under any remaining warranty on the Equipment, or if there is no warranty remaining upon receipt of an Order.
- 8.5. If MeetingZone incurs any costs or expenses in remedying or attempting to remedy a defect or error in Equipment notified to it by the Customer, and such defect or error is found not to be caused by or attributable to any breach of warranty, MeetingZone will be entitled to receive payment from the Customer for any work carried out by MeetingZone at MeetingZone's then current Professional Services rates.
- 8.6. Except as expressly set out in this Agreement, all terms and conditions, warranties and representations expressed or implied by statute, common law or otherwise (including without limitation the implied warranties of satisfactory quality and fitness for purpose) are hereby excluded to the fullest extent permitted by law.
- 8.7. The parties accept liability for death or personal injury which is due to their negligence or that of their employees, agents or sub-contractors in performing this Agreement and for fraudulent misrepresentation.
- 8.8. Save in respect of liability under clause 9.2 and 10.4 neither party shall be liable to the other for any indirect or consequential loss or damage, costs, expenses or other claims of consequential compensation whatsoever or howsoever caused which arise out of or in connection with this Agreement, or for loss of profit, loss of business, loss of data, depletion of goodwill or loss occurring in the normal course of business or otherwise.
- 8.9. Save in respect of liability under clause 9.2 and 10.4 each party's entire liability arising under or in connection with this Agreement shall not exceed £25,000 in respect of one event or a series of connected events or £50,000 in aggregate in any twelve month period, or the sum of the Charges in the immediately preceding 12 month period, if greater.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. MeetingZone warrants that the provision or sale of the Services or Equipment will not infringe any third party Intellectual Property Rights, and MeetingZone agrees to indemnify the Customer from and against any losses arising from any breach of this warranty.
- 9.2. The Customer agrees that MeetingZone has the right to opt to defend any claim for any alleged infringements as described in clause 9.1 above which may be brought against Customer and to pay all expenses and fees which shall be incurred in and about defending the same. In return the Customer agrees (i) to mitigate its losses (ii) to notify MeetingZone immediately it becomes aware of any such claim (iii) not to make any admissions or agree any settlement or otherwise compromise the defence of settlement of any claim without the prior written consent of MeetingZone and (iv) to fully cooperate with MeetingZone in the defence or settlement.

- 9.3. MeetingZone will retain ownership of its Intellectual Property Rights in such information and/or materials as are used in the provision of the Service and MeetingZone hereby grants the Customer an irrevocable, perpetual, royalty-free, non-transferable, non-exclusive licence in such Intellectual Property only to the extent necessary for Customer to enjoy the Services as envisaged by this Agreement.

10. USE OF THE SERVICE

- 10.1. Customer must not use the Service:
 - 10.1.1. for sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory, menacing or for any malicious purpose;
 - 10.1.2. fraudulently, or for any illegal or unlawful purpose;
 - 10.1.3. to harass, annoy, inconvenience or cause needless anxiety to any person and Customer must not encourage, request or permit anyone else to use the Service in this way.
- 10.2. Customer must use the Service in accordance with all reasonable instructions MeetingZone may give Customer from time to time and comply with the relevant provisions of the Act and any other relevant law, code of practice or regulation.
- 10.3. Customer shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by MeetingZone in connection with the Service.
- 10.4. Customer agrees to indemnify MeetingZone against all reasonable costs incurred (including the costs of enforcement), reasonable expenses, liabilities, injuries, losses, damages claims, demands or legal costs and judgements which MeetingZone suffers or incurs from or in any way connected with a breach of this clause 10.
- 10.5. Customer acknowledge that MeetingZone may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Service or other telecommunications services and that as a result, where this is required, MeetingZone may divulge Customer's name, address and account information to such third parties.

11. CONFIDENTIALITY

- 11.1. Each party agrees and undertakes that during the Initial Term and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information owned by the other party ("**Proprietary Information**") unless such Proprietary Information:
 - 11.1.1. is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement;
 - 11.1.2. subsequently comes lawfully into the possession of that party from a third party without any obligation of confidentiality; or
 - 11.1.3. is obliged to be disclosed by law.
- 11.2. To the extent necessary to implement the provisions of this Agreement each party may disclose the Proprietary Information to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those



MeetingZone General Terms & Conditions

employees aware of their obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

- 11.3. MeetingZone pricing provided under this Agreement is Proprietary Information.

12. FORCE MAJEURE

- 12.1 Neither Party will be liable to the other for any delay in performing or failure to perform any of its obligations under this Agreement or any Order (other than the obligation to pay the Charges for Services actually rendered or Equipment delivered) which occurs as a result of circumstances beyond a Party's reasonable control ("Force Majeure Event"). For the avoidance of doubt, circumstances beyond a Party's reasonable control include acts of God, theft, war or riot, civil disobedience, national emergency, strikes and other labour disputes (other than the Party affected by the Force Majeure Event), fire, flood, act of terrorism, non-availability of the internet or breakdown of any equipment not supplied by MeetingZone or by its providers or its subcontractors, acts of government or other competent authority.

13. DATA PROTECTION

- 13.1 Each party agrees to comply with the terms of the MeetingZone Data Protection Agreement which can be found at

<http://www.meetingzone.com/en-gb/data-processing-agreement>.

14. NON SOLICITATION

- 14.1 Each party agrees that during the term of this Agreement and for twelve months thereafter it shall not directly or indirectly solicit or offer employment or engagement to any of the other party's staff who is at the time of such action or was during a period of twelve months immediately preceding such action, directly involved in the carrying out of any obligations under this Agreement, without the prior written agreement of the other party.
- 14.2 In any circumstance where a party is in breach of the above clause then it is agreed that a sum of liquidated damages equal to twelve months' basic gross salary of the individual in their original employment, shall be payable by the party in breach to the other party.

15. ENTIRE AGREEMENT

- 15.1 This Agreement together with its Appendices and, if applicable, the "Details of Parties" document, constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it. Each party acknowledges that in entering into this Agreement it does not do so on the basis of, and does not rely on any representation, warranty or other provision not expressly contained in this Agreement.

16. AMENDMENTS

- 16.1 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

17. SURVIVAL

- 17.1 Notwithstanding anything contained herein to the contrary, the provisions of Clauses 8, 11, 13 and 14 shall survive termination of the Agreement for any reason whatsoever and shall continue in full force and effect thereafter.

18. WAIVER

- 18.1 No failure by either party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise prevent any further exercise of the same, or of some other right, power or remedy.

19. SEVERABILITY

- 19.1 If any clause or part of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be deemed to not form part of this Agreement without affecting any other provision of this Agreement which shall remain in full force and effect.

20. THIRD PARTIES

- 20.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. NOTICES

- 21.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand at, or by sending the same by prepaid first class post to the address of the relevant party set out in this Agreement or such other address for the receipt of notices as either party notifies to the other from time to time or, in the absence of any such address the registered office of that party. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) or two days after dispatch (if sent by post).

22. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the jurisdiction of the English Courts.