

Outsourcing Fixed Line Terms and Conditions

1. Definitions

1.1 In these terms and conditions (unless the context otherwise requires):

Acceptable Use Policy means the Outsourcing policy for the Customer's Average Call Usage and use of the Services, as set out on the Outsourcing Website, and as may be revised by Outsourcing from time to time;

Activation Date means with respect to an Order, the date on which the Services or any part thereof first become active and available for use by the Customer under that Order;

Associate means in respect of any party hereto:

(1) any firm or body corporate in which such party directly or indirectly:

(a) owns more than half the capital or business assets; or

(b) has the power to exercise more than half the voting rights; or

(c) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such firm or body corporate; or

(d) has the right to manage the business of such firm or body corporate;

(2) any person, firm or body corporate which directly or indirectly has in or over such party the rights or powers listed in sub-clause (1) above (a controller); and

(3) any firm or body corporate in which a controller directly or indirectly has the rights or powers listed in sub-clause (1) above.

Bundle means a package of minutes, texts and picture messages that enable the Customer to use airtime at discounted or preferential rates. Bundles and Bundled

Minutes shall be so interpreted.

Charges mean the charges payable by the Customer to Outsourcing for the provision of the Services as set out in the Outsourcing Price List and any other charges payable pursuant to this Contract;

Confidential Information means all information whether verbal, written, stored or otherwise obtained including, but not limited to, data, facts and statistics about the business affairs, products, product development, trade secrets, know-how, personnel, customers or suppliers of the disclosing party whether or not they are or were designated or marked as confidential together with all information derived by the receiving party from the foregoing which is by its nature confidential or proprietary;

Contract means the contract between Outsourcing and the Customer comprising these Terms and Conditions, together with any relevant Orders and/or any other documents specifically incorporated into such contract, and/or any Schedules hereto;

Customer means the person, proprietorship, partnership or company named in the Order Form;

Customer Services means the helpdesk support to be provided by Outsourcery as may be notified to the Customer from time to time;

Designated Carrier Networks means such telecommunications systems or systems as Outsourcery or its sub-contractor(s) shall from time to time utilise for the routing of the Customer's telephone calls;

Equipment means any hardware and/or software owned, controlled, licensed or provided by the Customer or otherwise made available for the purposes of receiving the Services;

Fixed Line Calls (FLC) means the provision and management for the Customer of calls made and received through the public switch telephone network;

Fixed MyAccount Facility means the facility available with LR and/or FLC whereby the Customer can access its call data via the Outsourcery Website;

Outsourcery means Outsourcery Hosting Limited of Fourth Floor, 10 Whitefield Street, London, W1T 2RE;

Outsourcery Price List means the list of charges in force from time to time and available on the Outsourcery Website together with the method of calculation of the charges;

Outsourcery Website means the website located at www.outsourcery.co.uk or such other website as may be notified by Outsourcery from time to time;

Line Rental (LR) means the provision to the Customer of access to a fixed telephone line or lines (with or without Select Services) through the public switch telephone network;

Minimum Contract Period means the Minimum Period and 30 days thereafter;

Minimum Period means the initial minimum period of 24 months, as set out in the Order Form, for which the Customer has agreed to receive and pay for the Services;

Order means an order placed by the Customer with Outsourcery for the provision of Services;

Order Form means the Outsourcery written application form containing the details of the Order placed by the Customer;

Select Services means the additional facilities available for selection by the Customer including, but not limited to, call barring, call forwarding, call divert, and/or last number redial as described in this Contract and as detailed in the Outsourcery Price List;

Service Failures means any failure, error or defect in the provision of the Services arising from, caused by or contributed to by the acts or omissions of the Customer or third parties including other providers of telecommunications, computers or other equipment or services including internet services; or any failure, error or defect arising as a result of causes beyond the reasonable control of Outsourcery;

Service Level in relation to the Services means the performance standard, if any, set out in this Contract;

Services means:

- (i) any LR (with or without Select Services and/or FixedMyAccount Facility) and
- (ii) any FLC (with or without Fixed MyAccount Facility) as described in the Order Form together with Customer Services, which are to be provided by Outsourcery to the Customer pursuant to this Contract.

Site means the location at which the Services are to be provided as specified in this Contract;

Start Date means the target date for the commencement of the provision of the Services to the Customer;

Third Party Services Provider means any provider of any Third Party Services;

Third Party Services means any part of the Services which Outsourcery procures from a third party, including any third party services and/or equipment which Outsourcery uses in order to provide the Services

1.2. The terms "includes" and "including" shall be construed as if followed by the words "without limitation".

1.3. Words importing the masculine shall include the feminine and neuter and vice-versa and words importing persons shall include bodies corporate and unincorporated associations and partnerships.

1.4. The headings to the clauses of this Contract are for convenience only.

2. Term and Start Date

2.1. This Contract shall commence on the date when executed by both parties and shall continue (subject to earlier termination in accordance with the terms of this Contract) for the Minimum Period and thereafter unless and until terminated by either party giving to the other on or after the expiry of the Minimum Period not less than 30 days prior written notice, such notice to expire not earlier than 30 days after the end of the Minimum Period.

2.2. Outsourcery shall use its reasonable endeavours to adhere to the Start Date. However, the Start Date and any other dates given in this Contract are estimates provided for planning purposes only. Outsourcery shall have no liability for any failure to meet the Start Date or any other date as, save as expressly provided elsewhere in this Contract, time is not of the essence in relation to any matter.

2.3. No Order shall be binding upon Outsourcery unless and until accepted in writing by Outsourcery.

3. Obligations of Outsourcery

3.1. Outsourcery shall provide the Services in accordance with the terms of this Contract. Outsourcery shall use all reasonable endeavors to activate and make the Services available by any date specified or agreed to by Outsourcery. Outsourcery shall not be liable for any

failure to meet such date. The Services shall commence on the Activation Date notified by Outsourcery.

- 3.2. Outsourcery shall use reasonable skill and care when providing the Services.
- 3.3. The Services are provided solely for use by the Customer in the course of the Customer's business.
- 3.4. Outsourcery do not guarantee that the Services shall be continuously available to the Customer or free from Service Failures.
- 3.5. Outsourcery shall not be obliged to provide the Services to the Customer:
 - 3.5.1. if the Customer enters into this Contract otherwise than in the course of its business; or
 - 3.5.2. if the Customer uses the Services otherwise than in the course of its business; or
 - 3.5.3. if the Customer is not located in a geographic location where the Services can be received; or
 - 3.5.4. where there is a technical reason why the Customer would not be able to receive the Services.
- 3.6. The Customer must immediately report any fault to Outsourcery via the Customer Services, providing sufficient information to enable Outsourcery to investigate the problem. Outsourcery shall log the time of receipt of all such reports.
- 3.7. Where Outsourcery spend time investigating a fault reported by the Customer and conclude that there has been a Service Failure Outsourcery reserves the right to charge the Customer for all reasonable costs and expenses incurred in investigating the report and the Customer agrees to pay such charges.

4. Obligations of the Customer

- 4.1. The Customer shall only use the Services in accordance with the terms of this Contract, the Acceptable Use Policy, any relevant manuals provided by Outsourcery from time to time and any other reasonable operating instructions given to the Customer by Outsourcery.
- 4.2. The Customer agrees not to use the Services in a way which would:
 - 4.2.1. contravene or cause Outsourcery to contravene any laws or regulations including, but not limited to, the Communications Act 2003 ("the Act"), and any licence under the Act which is applicable to Outsourcery;
 - 4.2.2. contravene the Acceptable Use Policy;
 - 4.2.3. cause a degradation of the Services to any other customer of Outsourcery;

4.2.4. contravene any reasonable operating instructions or other instructions (including, without limitation, any manual) which Outsourcery may provide from time to time;

4.2.5. involve the sending of unsolicited marketing or advertising materials;

4.2.6. result in the transmission or storage of any material which is intended to be a hoax call to emergency services or the sending of any pornographic, obscene or abusive, defamatory, menacing or offensive nature or which would result in the breach of any third party's intellectual property rights, confidential information or privacy; or

4.2.7. breach or cause Outsourcery to breach any applicable data protection legislation including, but not limited to, the Data Protection Act 1998.

4.3. The Customer agrees that in the event of

4.3.1. a change of its address or other intended relocation and/or

4.3.2. a change of configuration of its Services including but not limited to the installation of any additional line(s) the Customer shall provide Outsourcery with a minimum of 30 days written notice to enable Outsourcery to transfer the Services to the new address or location and/or change the configuration of the Customer's Services.

4.4. The Customer agrees that Outsourcery reserve the right to charge the Customer for the installation of any additional line(s) and/or other changes referred to in clause 4.3.

4.5 Any obligation under this Contract on the Customer to do, or refrain from doing, any act or thing shall include an obligation upon the Customer to procure that each of its Associates also do, or refrain from doing, such act or thing.

4.6 The Customer agrees to indemnify Outsourcery against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by Outsourcery arising from any breach by the Customer of its obligations under this Contract including this clause 4, and for all costs and expenses reasonably incurred by Outsourcery in investigating and defending any such claims, proceedings or threatened proceedings; such indemnity to continue notwithstanding the termination of this agreement by either party.

5. Equipment

5.1. The Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and make use of the Services provided by Outsourcery.

5.2. The Customer shall, where necessary, be responsible for the reprogramming for its PBX, or other least cost routing devices to enable access to the Services. The Customer shall be responsible for all costs and expenses relating to such reprogramming.

5.3. The Customer shall ensure that its telecommunications facilities and the Equipment:

5.3.1. are capable of enabling access to the public switched telecommunications network using exchange lines provided by BT or alternative carrier ;

5.3.2. are supplied and maintained in a safe condition and good working order;

5.3.3. meet the minimum technical specifications required to be compatible with the Services; and

5.3.4. conform at all times with the relevant standard designated by all relevant legislation, including the Act and all applicable regulations, instructions and orders.

5.4. Outsourcery shall not be under any obligation to connect or keep connected any Equipment if it does not so conform or if it is liable to cause or does cause death, personal injury or damage to property or to impair the quality of the Services provided by Outsourcery.

6. Allocation and Use of Telephone Numbers

6.1. Where Outsourcery allocate any telephone numbers or codes to the Customer as part of the Services, or in the course of providing additional landlines, the Customer acknowledges that it shall not acquire any legal, equitable or other rights in relation to any numbers or codes so allocated.

6.2. Outsourcery may on giving the Customer 30 days written notice withdraw or change any such numbers or codes.

6.3. The Customer may not sell, transfer, assign, sub-contract or otherwise seek to dispose of any numbers or codes allocated by Outsourcery.

6.4. All intellectual property rights or other rights in any numbers or codes allocated by Outsourcery shall at all times, as between Outsourcery and the Customer, remain vested in Outsourcery.

6.5. The Customer shall co-operate with Outsourcery in relation to any migration of the Services from one Third Party Service Provider to another.

7. Bundles

7.1. Charges for Bundles are set out in the Outsourcery Price List and may be subject to change pursuant to clause 8 below.

7.2. The Customer acknowledges and accepts that

7.2.1. Bundled Minutes can only be added to Analogue, ISDN2e or ISDN30 lines;

7.2.2. Bundled Minutes are supplied per individual line and cannot be shared with other lines;

7.2.3. Only one National and one Mobile Bundle per Customer at any one time;

7.2.4. Bundles can be upgraded but not downgraded during the Minimum Period;

7.2.5. Analogue business multilines are charged per analogue line;

7.2.6. Mobile Bundles may exclude such networks as Outsourcery may advise from time to time;

8. Charges and Payment

8.1. The Customer shall pay Outsourcery the Charges as specified in this Contract and as subsequently varied pursuant to this Contract. Charges shall be payable by the Customer with effect from the Activation Date.

8.2 Outsourcery may vary all or any of the Charges at any time on giving not less than 30 days notice to the Customer to pass through any changes made by a Third Party Service Provider.

8.3 Outsourcery may increase all or any of the Charges at any time on giving not less than 30 days notice to take account of any increase in Outsourcery costs of providing the Services.

8.4 Outsourcery may increase the Charges at any time on giving not less than 30 days notice to reflect any increase in the charges prevailing in the marketplace for services comparable to the Services.

8.5 Outsourcery may at any time on notice to the Customer amend any terms as to payment so as to ensure that it is paid the Charges on or prior to the date on which Outsourcery is to pay any Third Party Service Provider in respect of the Services or goods to which such charges relate.

8.6 All Charges are stated exclusive of value added tax (VAT) or other applicable taxes. The Customer shall be responsible for paying VAT and other applicable taxes which shall be included in Outsourcery invoices at the applicable rate(s).

8.7 Outsourcery shall issue invoices for the Services in accordance with the billing dates specified in this Contract.

8.8 The Customer shall pay within 14 days of the date of the Outsourcery invoice, unless otherwise agreed by Outsourcery. The Customer shall not be entitled to set-off, contra or withhold any payment due to Outsourcery against any sums of whatsoever nature that are due to the Customer from Outsourcery or that the Customer claims are due from Outsourcery, and time of payment of all sums under this Contract is of the essence.

8.9 Where charges are not paid by the Customer in accordance with this clause 8. Outsourcery may require the Customer to pay all sums due under this Contract on demand, and reserve the right to charge:

8.9.1 interest (both before and after any judgment) on all amounts overdue from the Customer pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 at the rate of statutory interest in force from time to time accruing on a daily basis from the due date of payment until receipt by Outsourcery of the overdue amount (including any accrued interest and compensation, PLUS

8.9.2 compensation arising out of late payment pursuant to clause 5A of The Late Payment of Commercial Debts Regulations 2002

9. Security of the Services

9.1. Outsourcery provide no guarantee or warranty as to the security of the Services and the Customer shall indemnify and hold Outsourcery harmless against any claim or demand of whatsoever nature and howsoever arising as a result of the said security or any failure thereof.

9.2. Where the Customer is aware or becomes aware of any matter which the Customer knows or ought reasonably be expected to know constitutes a threat to the security of the Services, then the Customer has a duty pursuant to this Contract immediately to advise Outsourcery of such matter.

9.3. The Customer is responsible for all use and misuse of any passwords giving access to the Services.

9.4. Outsourcery and/or its Third Party Service Providers and/or sub-contractors shall be entitled to inspect and monitor from time to time all usage being made of the Services including communications being made and received to verify compliance with this Contract.

10. Variation of Services

10.1. Outsourcery shall be entitled upon giving not less than 30 days notice to the Customer where practical to make variations and additions to the Service from time to time (acting reasonably) including:-

10.1.1. to improve or add to the Services; and/or

10.1.2. to make changes for operational reasons where these do not have a materially adverse effect on the Services; and/or

10.1.3. to pass through any change made by a third party supplier of the Designated Carrier Networks or by a Third Party Service Provider to any Third Party Services; and/or

10.1.4. in order to comply with any law or legal obligation (whether under common law, statute, tort or otherwise), or any change to any law or legal obligation; and/or

10.1.5. in order to comply with any final order, provisional order, direction, notice, specification, designation or consent made by the Office of Communications; and/or

10.1.6. in order to maintain the integrity or security of the Service and/or any part of the systems use or to provide the Services. For the avoidance of doubt, Outsourcery shall not be obliged to give any greater notice of any changes by a Third Party Service Provider than the Third Party Service Provider gives to Outsourcery.

10.2. Outsourcery may at any time change the Services:

10.2.1. if it needs to do so to comply with any applicable safety or other statutory requirements; or 10.2.2. where the change does not materially detract from the quality or performance of the Services.

10.3. Outsourcery may at any time make changes to the Designated Carrier Networks and, subject to giving the Customer at least 30 days prior written notice, may cease utilising a telecommunications carrier in favour of an alternative telecommunications carrier.

10.4. In relation to any Third Party Services, including any elements which are subcontracted to or supplied by Third Party Services Providers and/or other subcontractors, and any third party premises that may host any systems used to provide the Services, the following terms will apply:

10.4.1. Outsourcery shall use all reasonable endeavours to monitor and supervise the supply of such Third Party Services, but Outsourcery shall not otherwise be responsible for or liable for any malfunction, failure, non-operation, default, or non-availability of such Third Party Services, unless due to Outsourcery's negligence or default;

10.4.2. if the third party changes its specifications for the Third Party Services after the date of this Contract, or that third party replaces the same with a new version, or ceases to supply the same, or Outsourcery decides to replace the same Outsourcery shall be entitled (without prejudice to any of its other rights and remedies) to substitute for the Third Party Services an alternative which shall as far as is reasonably possible provide substantially the same functionality, and to make a reasonable resulting variation to the Charges and other terms of this Contract. Outsourcery would as far as practicable pre-plan this with the Customer;

10.4.3. if the third party increases its charges for the Third Party Services, Outsourcery shall be entitled to make a resulting increase to the Charges to pass on the cost increase in accordance with clause 8.2; and

10.4.4. Outsourcery may change the Third Party Service Provider at any time. In such case, this may involve a temporary suspension in the Service and re set-up.

11. Suspension of Services

11.1. Outsourcery reserves the right to interrupt the service or change the technical specification of the Services for operational reasons (such as maintenance or service upgrades) or because of an emergency. In these circumstances where possible Outsourcery will give notice to the Customer of such interruption however, the Customer shall have no claim against Outsourcery for any such interruption.

11.2. Outsourcery may suspend the provision of the Services or any part thereof in its absolute discretion and without notice if:

11.2.1. the Customer fails, or Outsourcery believes the Customer will fail, to meet any of its obligations under this Contract including, but not limited to:

11.2.1.1. failure to make payment pursuant to clause 8; or

11.2.1.2. failure to comply with the Acceptable Use Policy;

11.2.2. technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services; or

11.2.3. in the opinion of Outsourcery the Customer's conduct may result in the breach of any law or is otherwise prejudicial to the interests of Outsourcery and/or other Customers; or

11.2.4. in the opinion of Outsourcery it is necessary for operational reasons such as upgrades to the Services or regular or emergency maintenance; or

11.2.5. Outsourcery is obliged to comply with any order, instruction or request of a competent governmental, emergency services organisation or regulatory or other authority.

11.2.6. Outsourcery is entitled to terminate this Contract under clause 12 or 14; or

11.2.7. any Third Party Service Provider temporarily suspends or takes out of use the Services for operational purposes.

11.3. Outsourcery shall, where practical, give the Customer notice of intention to suspend the Services and, in relation to suspension for the reasons stated in Clauses 11.2.2, 11.2.4 or 11.2.5 above, shall restore the Services as soon as Outsourcery are reasonably able to do so.

11.4. If Outsourcery exercise their right to suspend the Services this shall not restrict their right to terminate this Contract.

11.5. The Customer shall indemnify and hold Outsourcery harmless against any claim or demand of whatsoever nature and howsoever arising as a result of suspension pursuant to this clause.

12. Termination

12.1. Outsourcery may terminate this Contract with immediate effect by notice in writing if the Customer:

12.1.1. fails to pay any sums due to Outsourcery whether pursuant to clause 8 or within 7 days of receiving a written payment demand from Outsourcery; or

12.1.2. fails to comply with the Acceptable Use Policy; or

12.1.3. fails to remedy a material breach of this Contract capable of remedy within 30 days of receiving the notice specifying the breach; or

12.1.4. is in material breach of this Contract and that breach cannot be remedied; or

12.1.5. commits persistent breaches of the Contract whether remedied or not.

12.2. Outsourcery may terminate this Contract with immediate effect by notice in writing to the Customer if:

12.2.1. the Customer changes the structure, ownership or shareholding of its business; or

12.2.2. any of the circumstances set out in clause 3.5 occurs.

12.3. Either party may terminate this Contract with immediate effect by notice in writing to the other party if the other:

12.3.1. commits a material breach of this Contract, and (where capable of remedy) fails to remedy the breach within 30 days of a written notice to do so; or

12.3.2. is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), compulsory liquidation or a receiver or manager or administrator or administrative receiver is appointed over their assets, anything analogous to, equivalent or similar to the above occurs to a party in any jurisdiction governing that party; or

12.3.3. ceases trading; or

12.3.4 is unable to pay its debts as and when as they fall due within the meaning of section 123 of the insolvency Act 1986.

12.4. In the event of termination of this Contract by Outsourcery pursuant to Clauses 12.1, 12.2.1, 12.3 or 12.6.5 during the Minimum Contract Period the Customer shall be deemed to have repudiated this Contract and shall pay to Outsourcery, in addition to any unpaid Charges due at the date of termination, an amount equal to the remaining Charges for Services that the Customer would have incurred up to the end of the Minimum Contract Period had the termination not taken place, less an accelerated payment discount at the Bank of England base rate current at the date of termination calculated on a daily basis to take account of early receipt. The provisions of this clause 12.4 are without prejudice to any other rights and remedies of Outsourcery,

12.5. Outsourcery may terminate this Contract if there is a material impact on its ability to provide the Services for whatsoever reason (including where any telecommunications licence under which Outsourcery has the right to run its telecommunication system is revoked or amended) and shall, insofar as it is able to do so, give the Customer due notice of the said termination.

12.6. Outsourcery may terminate this Contract with immediate effect by notice in writing to the Customer if:

12.6.1. Outsourcery is informed by any Third party Service Provider that such Third Party Service Provider is required to cease any Third Party Services (in whole or in part) by a competent regulatory authority (e.g. pursuant to a withdrawal, revocation or non-renewal of authorisations); or

12.6.2. any Third Party Service Provider supporting the Services ceases to do so for whatever reason; or

12.6.3. any Third Party Services cease to be provided (in whole or in part) by any Third Party Service Provider to Outsourcery or for use or resale by Outsourcery for whatever reason; or

12.6.4. any Third Party Service Provider changes the terms of its provision of telecommunications services to Outsourcery for the Services beyond the reasonable control of Outsourcery; or

12.6.5. the Customer fails to comply with any of the material terms or conditions of this Contract and the Customer does not remedy such failure within 15 days of a request to do so; or

12.6.6. if any Third Party Services which are essential to the provision of the Services ceases to be available at all or at an appropriate capacity and there shall not be available any suitable replacement; or

12.6.7. if any authorisation licence or other permission for Outsourcery or any Third Party Service Provider under the Act is revoked, withdrawn or not renewed for whatever reason.

12.7. The Customer shall indemnify and hold Outsourcery harmless against any claim or demand of whatsoever nature and howsoever arising as a result of termination pursuant to this clause 12.

12.8. Upon termination of this Contract each party shall return to the other party any property of the other which it has in its possession.

13. Termination by the Customer

13.1. Where the Customer purports to terminate this Contract after expiry of the Minimum Contract Period other than in accordance with clause 2.1 or 12.3, Outsourcery shall be entitled (without prejudice to any of its other rights and remedies) to treat such purported termination as a repudiatory breach and accept such repudiation by terminating this Contract in which case the Customer shall pay to Outsourcery an amount equivalent to the cost of 30 days Charges which the Customer would have incurred had the Customer given 30 days prior written notice of termination in accordance with clause 2.1.

13.2. Where the Customer purports to terminate this Contract during the Minimum Contract Period other than in accordance with clause 12.3, Outsourcery shall be entitled (without prejudice to any of its other rights and remedies) to treat such purported termination as a repudiatory breach and accept such repudiation by terminating this Contract in which case the Customer shall pay to Outsourcery, in addition to any unpaid Charges due at the date of termination, an amount equal to the remaining Charges that the Customer would have incurred up to the end of the Minimum Contract Period had termination not taken place, less an accelerated payment discount at the Bank of England base rate current at the date of termination calculated on a daily basis to take account of early receipt.. The provisions of this clause 13.2 are without prejudice to any other rights and remedies of Outsourcery.

14. Force Majeure

14.1. Neither party shall be obliged to carry out any obligation under this Contract (other than the Customer's obligation to pay the Charges and to indemnify Outsourcery) where performance of such obligation is prevented due to any cause beyond a party's reasonable control including but not limited to, any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission from the Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a third party of line of sight between microwave installations, war, military operations, or riot, or difficulty, delay or failure

in manufacture, production or supply by third parties of the Services resulting from the same or a similar type of force majeure event and breakdown of any Equipment.

14.2. If any event described in clause 14.1 lasts more than 90 days from the date of its commencement and that event prevents either party from performing all or a material part of its obligations during that period either party may terminate this Contract by giving 30 days written notice to the other party.

14.3. A party relying on this clause 14 shall use reasonable endeavours to mitigate the effects of a force majeure event.

15. Information and Confidentiality

15.1. The Customer will provide Outsourcery with any information which Outsourcery may reasonably require to enable to proceed with the performance of its obligations under this Contract.

15.2. The Customer acknowledges that Outsourcery reserve the right to review or edit any of the Customer's information (including but not limited to information about the calls made such as origin, destination, duration, route and time) or third party information which the Customer uses in connection with the Services for the purposes of any of the following:

15.2.1. performing its obligations under this Contract;

15.2.2. correcting, maintaining and improving the Services;

15.2.3. ensuring that the Customer is complying with the Acceptable Use Policy;

15.2.4. collating information to provide non-specific statistics to assist in Outsourcery's or any Outsourcery third party supplier's business planning;

15.2.5. complying with applicable laws, regulations and statutory instruments; or

15.2.6. complying with any request for information or disclosure from a Court or other appropriately authorised body.

15.3. Neither party shall 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 this Contract except that Outsourcery may disclose Confidential Information to its Third Party Service Providers, suppliers and sub-contractors and employees of its Associates who will comply with the obligations of confidentiality on Outsourcery set out in this clause 15. Each party agrees that any Confidential Information received by it from the other party shall only be used for the purposes of the performance of its obligations and/or the exercise of its rights. These restrictions shall not apply to any information which:

15.3.1. is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 15; or

15.3.2. is acquired from a third party who owes no obligation of confidence in respect of the information; or

15.3.3. is or has been independently developed by the recipient; or

15.3.4. is required by any Court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose such Confidential Information.

15.4. Outsourcery and the Customer each agree to comply with their respective obligations under applicable data protection legislation (including the Data Protection Act 1998) and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Outsourcery to process personal data in connection with the performance by Outsourcery of its obligations under this Contract.

15.5. Any and all data supplied by the Customer is held and may be used and disclosed in accordance with Outsourcery's current privacy policy available on the Outsourcery Website.

15.6. Notwithstanding anything to the contrary, Outsourcery shall be entitled to put any data obtained under or in connection with this Contract into a computerized directory and may use and disclose such data in order to enable Outsourcery to provide the Services and market other products and services to the Customer.

15.7. Notwithstanding anything to the contrary, the Customer agrees that Outsourcery shall be entitled, when required by law, to disclose to government agencies passwords, decryption codes, and details of the Customer's information processed using the Services, upon written notice to the Customer

15.8. The provisions of this clause 15 shall survive the termination of this Contract.

16. Intellectual Property

16.1. The Customer must not without the express consent of Outsourcery use Outsourcery's trade names, trademarks or service marks.

16.2. Copyright in all documents, drawings and information including if applicable any access codes supplied to the Customer in connection with this Contract remain vested in Outsourcery or the copyright owner. Such documents, drawings and information are confidential and will not be copied, disclosed or used (except for the purpose for which they were supplied) without Outsourcery's prior written consent.

17. Limitation of Liability

17.1. Outsourcery shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for:

17.1.1 loss of profits, anticipated profits, production, business, business opportunity, goodwill, revenue, or anticipated savings (whether direct or indirect); or

17.1.2. loss of, corruption of, or damage to data or software (whether direct or indirect); or

17.1.3. loss of use of any computer or equipment (whether direct or indirect); or

17.1.4. wasted management or staff time (whether direct or indirect); or

17.1.5. any special, indirect or consequential loss or damage; or

17.1.6. any losses suffered by any third party or any liability to any third party. For the purposes of the foregoing "loss" includes a partial loss or reduction in value as well as a complete or total loss.

17.2. The total liability of Outsourcery (other than liability governed by clause 17.3) arising out of or in connection with this Contract (whether arising in contract, in tort, including negligence, as a result of breach of statutory duty or otherwise howsoever) is limited to a sum equivalent to the total of Charges paid to Outsourcery in the previous 12 months or £240.00, (whichever the greater), for any one cause of action or series of causes of action arising out of the same event, act or omission (the 'Per Claim Cap'); and, in aggregate, to a sum equivalent to 200% of the Per Claim Cap for any and all causes of action arising in any 12 month period.

17.3. Outsourcery's liability (whether arising in contract, in tort (including negligence), or as a result of breach of statutory duty or otherwise howsoever) for damage to tangible property shall be limited to £5000.00 in respect of each incident or series of connected incidents. For the purposes of this clause, neither data nor software constitutes "tangible property".

17.4. Nothing in this Contract shall exclude or restrict the liability of either party for:

17.4.1. death or personal injury arising as a result of its negligence; or

17.4.2. for its fraud; or

17.4.3. for any other liability which cannot be excluded or limited by law.

17.5. The express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations whether oral or in writing and whether express or implied by statute, common law, custom, trade usage, course of dealings or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

17.6. Outsourcery are not liable to the Customer for the acts or omissions of any other party, including other providers of telecommunications, computers or other equipment or services including internet services.

17.7. No delay in enforcing any of the provisions of this Contract shall affect or restrict the rights of Outsourcery arising under this Contract.

17.8. Outsourcery shall not be in breach of this Contract or under any liability for any failure to perform or for delay in performing any obligation under this Contract (in whole or in part) to the extent that the performance of such obligation is prevented, frustrated, hindered or delayed as a result of any breach of this Contract by the Customer or any voluntary act or omission of the Customer.

18. Severability

Each provision of this Contract operates separately. If any provision of this Contract is held to be invalid in whole or part such provision shall be deemed not to form a part of the Contract and the enforceability of the remainder of the Contract shall not be affected.

19. Variation and Assignment

19.1. Notwithstanding any other provision of this Contract, Outsourcery may change this Contract at any time by notice in writing to the Customer if it needs to do so to comply with terms contained in Outsourcery's contracts with its third party supplier or Designated Carrier Networks or any law or statutory obligation and will:

19.1.1. notify the Customer within 48 hours of Outsourcery being notified or otherwise becoming aware of the need for the said change;

19.1.2. use its reasonable endeavours to ensure that any change to the Contract does not result in any deterioration in the Services.

19.2. Without prejudice to any and/or all of the provisions of this Contract, Outsourcery may in its absolute discretion:

19.2.1. assign or otherwise transfer the benefit of this Contract or any part thereof to any third party; or

19.2.2. subcontract the performance of this Contract or any part thereof to one or a number of third parties.

19.3. The Customer shall not assign, sub-contract or otherwise transfer this Contract or any of its rights or obligations arising under it without the written consent of Outsourcery.

19.4. Except as expressly permitted under this Contract, no variation to the terms of this Contract shall be valid unless agreed to in writing by a duly authorized representative of each party.

19.5. The Customer warrants and represents that it is entering into this Contract in the course of a business.

19.6. Nothing in this Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as agent or employee of any other party. No party shall hold out any other party as its partner or joint venturer.

20. Entire Agreement

20.1. The Contract as herein defined constitutes the entire Contract between Outsourcery and the Customer and supersedes all prior negotiations, representations, proposals, understandings and undertakings whether written or oral relating to its subject matter.

20.2. In the event of any conflict between the Terms and Conditions of this Contract and the terms of any other document, then these Terms and Conditions shall take precedence.

20.3. Each party acknowledges that in entering into this Contract (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Contract or not) that is not set out in this Contract or the documents referred to in it. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such

representation, warranty, collateral contract or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in this Contract (or any document referred to in it) is for breach of contract under the terms of this Contract (or the relevant document). Nothing in this Contract shall, however, limit or exclude any liability for fraud.

21. No Waiver

Any waiver of any breach of any provision of the Contract will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Contract.

22. Counterparts

This Contract may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same document.

23. Notices

23.1. Notices given under this Contract must be in writing and may be delivered by hand or first class post to the following addresses:

23.1.1 To Outsourcery at the address of the Outsourcery office shown on the Order Form or any alternative address which Outsourcery notifies to the Customer;

23.1.2 To the Customer at the address to which the Customer asks Outsourcery to send invoices, the address of the Customer shown on the Order Form or, if the Customer is a company, to its registered office. A party may change its address for service of notices by notice to the other in accordance with this clause .

23.2. A notice shall be treated as having been received:

23.2.1 if delivered by hand between 9.00 am and 5.00 pm on a Business Day (which time period is referred to in this clause as Business Hours), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and

23.2.2 if sent by first class post, at 9.00 am on the second Business Day after posting if posted on a Business Day and at 9.00 am on the third Business Day after posting if not posted on a Business Day.

23.3. In proving that a notice has been given it shall be conclusive evidence to prove that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

23.4. For the purposes of this clause 'Business Day' means a day other than a Saturday, Sunday or public holiday in England and Wales.

24. Third Party Rights

A third party that is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

25. Operative Law

This Contract shall be construed in accordance with and governed by the laws of England and in the event of any dispute relating to or arising from this Contract the parties agree to submit to the non-exclusive jurisdiction of the English Courts.