

Conditions for Business Mobile Services

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1. INTERPRETATION

In this Contract:

“Account” means the Customer’s account that is covered by this Contract. The account also may cover other contracts between the Customer and COMMS CONNECT.

“COMMS CONNECT” means The Cellphone Store Ltd of 507 Centennial Park, Elstree, WD6 3FG registered in ENGLAND 3323451.

“COMMS CONNECT Equipment” means equipment (including any software) placed on a site for the provision of the Service.

“COMMS CONNECT Group Company” means a COMMS CONNECT subsidiary or holding company including without limitation a holding company of COMMS CONNECT, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

“Charges Schedule” means the schedule to these conditions that sets out the charges, including the tariff(s), applicable to the service, detailed on the front page of the contract and signed by the Customer.

“Conditions” means these conditions for Business Mobile Services.

“Contract” means this agreement between COMMS CONNECT and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in order of precedence:

- The Network Services Mobile Agreement
- The Charges Schedule
- The Service Schedule;
- The Conditions;
- The Customer Requirements Form (if any);

Any other documents expressly incorporated by any of these documents or by agreement between the Customer and COMMS CONNECT

“Content” means data, information, video, graphics, sound, music, photographs, pictures, marks, logos, names, words, phrases, hypertext links, software and any other materials
(In whatever form) which may be available to the Customer as part of the Service.

“Customer” means the person named on the Network Services Mobile Agreement. COMMS CONNECT may accept instructions from another person who COMMS CONNECT reasonably believes is acting with the Customer’s authority.

“Device” means any mobile handset or related accessories including a GPS Receiver provided by COMMS CONNECT under this Contract excluding SIM Cards.

“GPS Receiver” means a device capable of receiving signals from a Global Positioning System (GPS) to provide location information.

“GSM Gateway” means a single point of access to the Network from another network using a SIM Card.

“Internet” means the data network comprising interconnected networks using the TCP/IP protocol suite.

“Minimum Period” means the minimum duration of the Contract as specified in the Charges Schedule and beginning on the date the Network Services Mobile Agreement is signed by both parties.

“Minimum Term” means the minimum duration for each connection to the Service beginning on the Operational Service Date, as detailed in the Charges Schedule and irrespective of the date of expiry of the Minimum Period.

“Network” means the mobile telecommunications system over which the Service is provided.

“Operational Service Date” means the date when the contract is first signed by the customer.

“Service” means the mobile, wireless communications service or, where appropriate, part of the service described in the Service Schedule(s) and specified in the Charges Schedule to this Contract and includes any SIM Cards provided by COMMS CONNECT.

“SIM Card” means the Subscriber Identity Module Card provided by COMMS CONNECT as part of the Service.

“Site” means premises owned, operated or controlled by the Customer.

“Tariff” means a pricing plan and associated terms and conditions set out in the Charges Schedule. A Tariff applies to the Service and may also cover some other services. A Tariff applies to an Account.

2. DURATION OF THIS CONTRACT

This Contract begins on the date that the Network Services Mobile Agreement is signed by both parties or when the service goes live and will continue for the Minimum Period and thereafter in accordance with the terms and conditions of this Contract, unless and until terminated in accordance with paragraphs 16 and 17.

3. PROVISION OF THE SERVICE

1. COMMS CONNECT will provide the Service to the Customer on the terms of this Contract.
2. COMMS CONNECT will use reasonable endeavours to provide the Service by the date agreed with the Customer, but all dates are estimates and COMMS CONNECT has no liability for any failure to meet any date.
3. COMMS CONNECT will use reasonable efforts to provide uninterrupted Service but from time to time faults may occur, which COMMS CONNECT will repair as soon as reasonably practicable. The Customer acknowledges that local geographical, topographical and / or atmospheric conditions and/or other causes of physical or electromagnetic interference may from time to time adversely affect the Service.
4. The Service is not available in all parts of the United Kingdom or in all other countries or parts of those countries.
5. Occasionally COMMS CONNECT may:

(a) for operational reasons, change the codes or the numbers used by COMMS CONNECT for the provision of the Service or the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) give the Customer instructions which it believes are necessary for reasons of health, safety Network integrity or the quality of any telecommunications service provided by COMMSCONNECT to the Customer or any other customer; or

(c) temporarily suspend the Service because of an emergency, security risk, misuse, loss or theft of Devices supplied as part of the Service, or for operational reasons, maintenance or improvements. During any period of suspension the Customer will remain liable for all charges due under the Contract.

6. For any SIM Cards or Devices supplied under this Contract:

(a) risk passes and acceptance takes place at the time of delivery;

(b) title in Devices passes to the Customer on payment in accordance with paragraph 12 however title in any Device supplied without charge or in any SIM Card remains with COMMS CONNECT;

(c) until title passes the Customer undertakes not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way;

(d) COMMS CONNECT does not guarantee the continuing availability of a particular Device. COMMS CONNECT reserves the right to add to, substitute or to discontinue Devices.

7. COMMS CONNECT monitors and records calls relating to Customer services and telemarketing. COMMS CONNECT does this for training purposes and to improve the quality of its customer services.

4. COMMS CONNECT EQUIPMENT

1. If COMMS CONNECT needs to install COMMS CONNECT Equipment at a Site to enable COMMS CONNECT to provide the Service the Customer will prior to installation:

(a) Prepare the Site in accordance with COMMS CONNECT's reasonable instructions, if any;

(b) Make available a suitable place and conditions for the COMMS CONNECT Equipment; and

(c) Provide at no charge to COMMS CONNECT sufficient electricity to power the COMMS CONNECT Equipment. After installation is completed it is the Customer's responsibility to restore the condition of the Site, including any re-decorating that may be required. However, subject to paragraph COMMS CONNECT will be responsible for the reasonable costs of any work to restore the Site to its original condition which is required as a direct result of COMMS CONNECT's negligence.

2. The Customer is responsible for the COMMS CONNECT Equipment and must not add to, modify or in any way interfere with, nor allow anyone else (other than someone authorised by COMMS CONNECT) to do so. . The Customer will be liable to COMMS CONNECT for any loss of or damage to the COMMS CONNECT Equipment whilst it is in the Customer's possession, custody or control, except where such loss or damage is due to fair wear and tear or is caused by COMMS CONNECT or anyone acting on COMMS CONNECT's behalf.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 The Customer must ensure that any equipment:

- (a) connected to or used with the Service is approved for use on the Network by COMMS CONNECT and used in accordance with any applicable instructions, safety and security procedures; and
- (b) attached (directly or indirectly) to the Service is compliant with any relevant legislation.

6. ACCESS AND SITE REGULATIONS

1. Where required to enable COMMS CONNECT to carry out its obligations under this Contract, the Customer will provide COMMS CONNECT employees and anyone acting on COMMS CONNECT's behalf, who produces a valid identity card, with access at all reasonable times to any Site or any other premises outside COMMS CONNECT's control.

2. COMMS CONNECT employees and anyone acting on COMMS CONNECT's behalf will observe reasonable Site regulations, as previously advised in writing to COMMS CONNECT by the Customer.

In the event of any conflict between the Site regulations and these Conditions, these Conditions will prevail.

3. COMMS CONNECT and the Customer will meet each other's reasonable requirements for the safety of people on any Site.

7. USE OF THE SERVICE AND DEVICES

1. It is the Customer's responsibility to COMMS CONNECT to maintain and keep in force any licence necessary for the use of the service

2. The Customer will take all reasonable precautions to ensure that the Service and/or Devices are not used:

(a) fraudulently or in connection with a criminal offence;

(b) to send, knowingly receive, upload, download, or use any material which is offensive abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;

(c) to cause annoyance, inconvenience or needless anxiety;

(d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; in any way which in, COMMS CONNECT's opinion, is likely to be detrimental to the provision of the Service or adversely affect the Network;

(e) in an unlawful manner, in contravention of any legislation, laws, licence or third rights or in contravention of COMMS CONNECT as may be amended from time to time. The Acceptable Use Policies also specify actions COMMS CONNECT may take to ensure the Customer's compliance and by accepting these terms the Customer authorises COMMS CONNECT to take such actions;

(f) or in a way that does not comply with any instructions provided by COMMSCONNECT.

(g) the Customer must not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GSM Gateway to the Network,

3. The Customer must comply with such security or other provisions in relation to international roaming as provided by COMMS CONNECT from time to time.

4. The Service and any associated software, COMMS CONNECT provides are intended for the Customer's own use only. Therefore the Customer must not re-sell, transfer, assign or sub-licence the Service (or any part of it) or the associated software to anyone else.

5. Devices include a 12-month manufacturer's guarantee (or such other period stated in the Charges Schedule) from the date of delivery to the Customer. If the Customer reports a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or COMMS CONNECT's negligence, COMMS CONNECT will repair or (at its option) replace the Device provided it has been properly kept, maintained and used in accordance with the manufacturer's and COMMS CONNECT's instructions and has not been modified except with COMMS CONNECT's written agreement. Faults due to damage, fair wear and tear or the actions of anyone other than COMMS CONNECT are not covered by this guarantee.

6. The Customer agrees not to tamper with the Devices so as to invalidate any guarantee and to pay COMMS CONNECT's standard charges for repairs outside the guarantee.

7. The Customer agrees to notify COMMS CONNECT immediately in the event that any SIM Card or Device is lost or stolen or if the Service has or may be misused, used fraudulently or otherwise used unlawfully.

8. The Customer must indemnify COMMS CONNECT against any claims or legal proceedings which are brought or threatened against COMMS CONNECT by a third party because the Service is used in breach of paragraphs 7.1 to 7.5. COMMS CONNECT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings and have due regard to the Customer's representations.

8. ACCESSING THE INTERNET

1. The Service may enable the Customer to access the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws.

2. COMMS CONNECT excludes, to the extent permitted by law, all liability of any kind in respect of any goods, services, information, software or other materials the Customer may obtain when using the Internet (including email). The Customer is responsible for ensuring its equipment is adequately protected against viruses and/or unauthorised access.

3. As part of the Service COMMS CONNECT may provide the Customer with Content. COMMS CONNECT may change the content from time to time.

4. The Content can only be used for Customer's own purposes and is protected by copyright, trademark and other intellectual property rights. The Customer is not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content.

5. Although COMMS CONNECT takes precautions, COMMS CONNECT cannot guarantee the accuracy or completeness of the Content. Therefore, the Customer's use of the Content (for whatever purpose) is at the Customer's own risk.

6. Some of the Content will have its own terms and conditions. If the Customer accesses this Content the Customer will need to comply with those terms and conditions.

9. INTELLECTUAL PROPERTY RIGHTS

1. Where software is provided to enable the Customer to use the Service, COMMS CONNECT grants the Customer a non-exclusive, non-transferable licence to use the software for that purpose.

2. The customer will not, without COMMS CONNECT prior written consent, copy, decompile or modify the software, nor copy the manuals or documentation (except as permitted by law).

3. The Customer will sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

10. INTELLECTUAL PROPERTY RIGHT INDEMNITIES

1. COMMS CONNECT will indemnify the Customer against any claims and proceedings arising from infringement of any intellectual property rights through COMMS CONNECT's provision of the Service to the customer. . As a condition of this indemnity the Customer must:

(a) notify COMMS CONNECT promptly in writing of any allegation of infringement:

(b) make no admission relating to the infringement:

(c) allow COMMS CONNECT to conduct all negotiations and proceedings in respect of any such claims and give COMMS CONNECT all reasonable assistance in doing so (COMMS CONNECT will pay the Customer's reasonable expenses for such assistance) and

(d) allow COMMS CONNECT to modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Service.

2. The indemnity in paragraph 10.1 does not apply to infringements caused by the use of the Service in conjunction with other equipment, software or services not supplied by COMMS CONNECT or to infringements caused by design or specifications made by, or on behalf of, the Customer. The Customer will indemnify COMMS CONNECT against all claims, proceedings and expenses arising from such infringements.

3. The limitations and exclusions of liability contained in paragraph 13 do not apply to this paragraph.

11. CONFIDENTIALITY

The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of COMMS CONNECT the employees of a COMMS CONNECT Group Company or their suppliers, who need to know the information)

This paragraph 11 will not apply to:

- (a) any information which has been published other than through a breach of this contract:
- (b) information lawfully in the possession of the recipient before the discloser under this contract took place;
- (c) information obtained from a third party who is free to disclose it; and
- (d) information which a party is requested to disclose and, if it did not, could be required to do so by law.

This paragraph 11 will remain in effect for 2 years after the termination of the contract.

12. CHARGES AND DEPOSITS

12.1 The charges for the Service are as set out in the Charges Schedule. Charging will begin on the Operational Service Date. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of COMMS CONNECT. Charges for Devices are described in the Charges Schedule.

12.2 COMMS CONNECT may revise the charges on 28 days' notice to the Customer or such other period stated in the Charges Schedule.

12.3 The Customer will pay the charges within 14 days of the date of COMMS CONNECT's invoice. COMMS CONNECT may charge daily interest on late payments at a rate equal to 4% per annum above the base lending rate of National Westminster Bank

12.4 All charges will be invoiced and paid in pounds sterling unless otherwise stated in the Charges Schedule. Value Added Tax or any other applicable in country sales, use tax or like charge in a country where the Service is provided, which is payable by the Customer will be added to COMMS CONNECT's invoices as appropriate

12.5 COMMS CONNECT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

12.6 COMMS CONNECT may at its discretion apply a usage limit to the Customer's account and/or SIM Cards. COMMS CONNECT may suspend the Service if this limit is exceeded. COMMS CONNECT may alter this limit by advising the Customer. It is the Customer's responsibility to monitor the Customer's usage against this limit. As the networks' billing system is not instantly updated each time the Customer uses the Service it is possible, especially when making international calls or using international roaming, to exceed the Customer's usage limit. The Customer will be liable for all charges incurred including any charges exceeding the usage limit. The Customer may need to pay any charges incurred in excess of the limit before the Service is reinstated.

12.7 When using data abroad, the customer is automatically opted in the Worldwide data cap. A limit of £39 ex VAT per number will be applied within Europe and the Rest of the World, for each monthly billing period.

For tariffs that include World Traveller Select, the Customer will automatically be opted out of the Worldwide Data Cap and will not receive data limit notifications.

12.8 Inclusive allowances are calculated on a Pro-rata basis. This customer will receive minutes, text and data on a Pro-rata basis up until the first bill date. This means the allowance may be reduced before the first bill is printed.

12.9 Payment is conditional on your Network Contract continuing for the Minimum Term with no changes to the Tariff and if the Network Contract ends or you downgrade your Tariff before the end of the Minimum Term, we will require you to repay the amount of the hardware fund in full.

13 LIMITATION OF LIABILITY

13.1 COMMS CONNECT accepts limited liability for death or personal injury resulting from its negligence. Paragraphs 13.2 and 13.3 do not apply to such liability.

13.2 COMMS CONNECT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data.

13.3 COMMS CONNECT'S liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £250,000 for any one incident or series of related incidents and to £500,000 for all incidents in any period of 12 months.

13.4 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

14.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

14.2 In the event of:

(a) a refusal or delay by a third party to supply a telecommunications service to COMMS CONNECT and where there is no alternative service available at reasonable cost; or

(b) the imposition of restrictions of a legal or regulatory nature which prevent COMMS CONNECT from supplying the Service then COMMS CONNECT will have no liability to the Customer for failure to supply the Service.

14.3 If any of the events detailed in paragraphs 14.1 or 14.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.

15. ESCALATION AND DISPUTE RESOLUTION

15.1 If a dispute arises between the parties to this Contract, the parties will use their reasonable endeavors to settle the dispute in accordance with the following procedures;

(a) a dispute which has not been settled by the Customer's representative and the COMMS CONNECT representative within 7 days of the matter being raised, may be escalated by either party to the first level by written notice to the other party;

(b) if the dispute is not resolved at the first level within 7 days of escalation either party may refer the dispute to the second level. The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other, from time to time.

(c) the mediator will be appointed by agreement of the parties. In the event of a failure to agree within 3 days of a proposal by one party, the mediator will be appointed by the Centre for Dispute Resolution (CEDR):

(d) within 14 days of the appointment of the mediator the parties will meet with the mediator in order to agree the procedure to be adopted for the negotiations;

(e) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;

(f) if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them;

(g) if the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 2 months of the mediator being appointed then either party may exercise any remedy that it has under this contract.

15.2 If a dispute is not resolved after the procedures set out in paragraph 15.1 have been followed then, if the parties agree, , the dispute will be referred to a mediator:

16. TERMINATION OF THE CONTRACT BY NOTICE

1. Either party may terminate this Contract or the Service provided under it on 30 days' notice to the other.

2. If the customer terminates this Contract or the Service either before the Operational Service Date or during the minimum Period or a Minimum Term other than because COMMS CONNECT has increased the charges or has materially changed the Conditions of this Contract to the Customer's detriment, the Customer must pay COMMS CONNECT the termination charges which will be calculated by COMMS CONNECT upon termination.

17 BREACHES OF THIS CONTRACT

Either party may terminate this contract or the service (or both):

(a) immediately on notice if the other party commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so: or

(b) immediately on notice if the other party commits a material breach of this Contract which cannot be remedied; or on reasonable notice if the other party is repeatedly in breach of this Contract and fails to remedy the breach within a reasonable time of a written notice to do so; or

(c) immediately on notice if the other party 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) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.

2. COMMS CONNECT may suspend the Service or end this Contract (or both) at any time without notice if COMMS CONNECT reasonably believes that the Service is being used in a way forbidden by paragraphs 7.1 to 7.5.

3. If COMMS CONNECT is entitled to terminate this Contract under paragraph 17.1, COMMS CONNECT may, on giving prior notice where practicable, suspend the Service without prejudice to such rights. Where the service is suspended under this paragraph or paragraph 17.2 the Customer must pay the charges for the service until this contract is terminated.

4. If COMMS CONNECT terminates this Contract during the Minimum Period or a Minimum Term because of an event specified in paragraphs 17.1 and 17.2 the Customer must pay COMMS CONNECT, without prejudice to any other rights COMMS CONNECT may have, the termination charges specified in the charges schedule.

5. If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

18. CHANGES TO THIS CONTRACT

1. Except in the circumstances described in paragraphs 3.5(a) and 12.2, if either party wishes to vary this Contract it must notify the other party in writing, detailing the proposed change and the reason for it.

2. The parties will discuss the proposed change within a reasonable time of receipt of a proposed change, or the date of the discussions under paragraph 18.1,

(a) the receiving party will notify the other party in writing whether the proposed change is feasible and the likely financial, contractual, technical and other effects of the proposed change

(b) within a reasonable time of notification of the effects of a proposed change the receiving party will advise the other party whether it wishes this Contract to be amended to incorporate the change.

(c) where the parties agree a change to this Contract it will be recorded in writing and will form part of this Contract when signed by both parties. In this instance, both parties have agreed to implement a 'break' clause in the contract which can be exercised at a 24 month period. In this event any monies paid by way of hardware allowance will be allocated on a pro rata basis in respect of the shortened contract term.

19. EXPORT CONTROL

Provision of the Service to the Customer may be subject to export control law and regulations. COMMS CONNECT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to COMMS CONNECT to obtain any necessary consents. If, through no fault of COMMS CONNECT, any necessary consents are not granted, then COMMS CONNECT can terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party may transfer any of its rights or obligations under this Contract, without the written consent of the other, except that COMMS CONNECT may transfer its rights or obligations (or both) to a COMMS CONNECT Group Company without consent.

21. GENERAL

1. This contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter. The parties acknowledge and agree that:

(a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded.

2. A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

3. Comms Connect: (a) will, in April of each year, apply an increase to all or any Charges by a percentage equal to: the UK Consumer Price Index ("CPI") rate published by the Office for National Statistics (or any other body to which the functions of that office may be transferred) in January of that year ("CPI Rate"); and an additional 3.9% of all or any Charges on top of the CPI Rate, in the event that the CPI Rate is negative, this shall be ignored and the additional 3.9% shall still apply. If the CPI Rate is not published for the given month, Comms Connect may use a substituted index or index figures published by that office for that month; and (b) may change this Agreement (including changing or introducing new Charges or changing or withdrawing Services): where required to comply with Applicable Law or regulation; due to a change in Comms Connect or a Third Party Provider's charges, outpayments, operations or services; or where Comms Connect reasonably determines the change is needed to maintain or improve quality of the Service.

4. Hardware funds must be redeemed within the contractual period and you will not be entitled to these funds once the contract period has elapsed. The Hardware fund is non transferrable. In the event that your contract is terminated for any reason, the hardware fund will be withdrawn and any residual credit balance of the hardware fund will be retained by us. For the avoidance of doubt, any residual credit balance of the hardware fund shall have no monetary value and you shall have no right to any payment, future use or credit in relation to such residual balance.

We reserve the right to offset any credit amount of the hardware fund against any monies due and payable by you to us.

VAT is not applied to the hardware fund or any drawdown from the hardware fund and a invoice or credit note will not be issued by us in respect of any VAT in this regard

22. NOTICE

1. The provisions of paragraphs 21.1 and 21.2 shall not affect the parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.

2. Notices given under this Contract must, except for notices given under paragraph 3.5 be in writing and may be delivered by hand or by courier, or sent by first class post fax or e-mail to the following addresses:

(a) to COMMS CONNECT at the address of the COMMS CONNECT office shown on the Network Services Mobile Agreement or any alternative address which COMMS CONNECT notifies to the Customer;

(b) to the customer at the address to which the Customer asks COMMS CONNECT to send invoices, the address of the Site or, if the Customer is a limited company, its registered office.

23. SEVERABILITY

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

24. LAW AND JURISDICTION

This Contract shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the jurisdiction of the English courts.

25. WEEE

The Customer is responsible pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. COMMS CONNECT and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations.