

DIALECT TELECOM LIMITED

AGREEMENT FOR THE PROVISION OF TELECOMMUNICATION SERVICES



1. DEFINITIONS: The following definitions apply in this agreement:

Charges:	the charges payable by the Customer to the Supplier in consideration of the Services as set out in the Proposal and subject to such amendment or variation as the Customer and the Supplier may agree in writing from time-to-time;
Commencement Date:	the earlier of (1) the date upon which this agreement is signed on behalf of the Customer; and (2) the date upon which the Customer requests the Supplier to commence the performance of the Services;
Conditions:	the terms and conditions attached to this agreement, including the Proposal;
Contractual Term:	the period of 36 months commencing on the Commencement Date, including any extension or renewal of such period as the Supplier and the Customer and the Supplier may agree in writing from time-to-time;
Customer: Company Name, Address, Post Code, Company Number Accounts Email Address	**
Proposal:	the Supplier's quotation for the performance of the Services in the form attached to this agreement;
Services:	the services to be supplied by the Supplier to the Customer as set out in the Proposal, together with any further or additional services which the Supplier agrees in writing to supply to the Customer during the Contractual Term;
Supplier:	Dialect Telecom Limited, Whitworth Chambers, George Row, Northampton, NN1 1DF. Company number 06446273 . Tel: 01604 212258

2. AGREEMENT

- 2.1 In consideration of the Charges and with effect from the Commencement Date, the Supplier shall supply the Services to the Customer on the terms and subject to the conditions set out in the Conditions.
- 2.2 The Conditions and the Proposal are incorporated into this agreement as if reproduced in full in this agreement.
- 2.3 The Customer acknowledges receipt and acceptance of the Conditions, including the Proposal.

Signed for and on behalf of the Customer:	Date:
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Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send to:
DIALECT TELECOM LTD, Whitworth Chambers, George Row, Northampton NN1 1DF
Name and full postal address of your Bank or Building Society

To: The Manager Bank/Building Society Address: _____ Postcode	Originator's Identification Number <div style="border: 1px solid black; padding: 2px; text-align: center; font-size: 24px; font-weight: bold;">6 9 2 6 6 0</div>
Name(s) of Account Holder(s) _____	Reference _____
Bank/Building Society account number _____	Instruction to your Bank or Building Society Please pay DIALECT TELECOM LTD Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with DIALECT TELECOM LTD and, if so, details will be passed electronically to my Bank/Building Society.
Branch Sort Code _____	Signature(s) _____ Date _____

Banks and Building Societies may not accept Direct Debit Instructions for some types of account
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CONDITIONS

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Acceptable Use Policy: the acceptable use policy of the Supplier in respect of the Services set out on the Supplier's website at address www.dialectdirect.co.uk.

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Conditions: these terms and conditions as amended from time-to-time.

Contract: the contract between the Supplier and the Customer for the supply of the Services attached to and subject to the Conditions.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Supplier's Equipment: any equipment, including tools, hardware, software, systems, cabling or facilities, owned or provided by the Supplier and used directly or indirectly in the supply of the Services.

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Contract shall commence on the Commencement Date and shall terminate on the earlier of:

- (a) the expiry of the Contractual Term; and
- (b) the date of termination of the Contract given pursuant to the provisions of condition 9 or condition 11.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier are issued or published for the sole purpose of giving an approximate idea of the subject matter described in them. They shall not form part of the Contract or have any contractual force.

2.4 The Conditions together with the Proposal apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. OBLIGATIONS OF THE SUPPLIER

3.1 The Supplier:

- (a) warrants that it shall perform the Services with reasonable care and skill and in compliance with all applicable laws and regulations;
- (b) warrants that it is registered with and regulated by The Office of Communications (Ofcom);
- (c) warrants that any items of equipment purchased by the Customer from the Supplier and supplied in connection with the Services shall be covered by the guarantee or other warranty given by the applicable manufacturer and that the Supplier shall use its reasonable endeavours to transfer the benefit of any such guarantee or warranty to the Customer;
- (d) gives no warranty:
 - (i) that the Services may be accessed from outside the United Kingdom;
 - (ii) that any of the Supplier's Equipment or other equipment supplied by the Supplier to the Customer in connection with the Services is suitable for use outside the United Kingdom; or
 - (iii) that the Services will result in any speed or other performance improvement over that enjoyed by the Customer prior to its receipt of the Services; and
- (e) shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been communicated to it pursuant to condition 4.1(d), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

3.2 Except as provided by condition 3.1 or by operation of law for which liability may not be limited or excluded, the Supplier gives no warranty under or in connection with the Services.

3.3 Any time given by the Supplier for the performance of the Services shall be an estimate only and such time shall not be of the essence of the Contract.

4. OBLIGATIONS OF THE CUSTOMER

4.1 The Customer:

- (a) shall co-operate with the Supplier in all matters relating to the Contract;
- (b) shall promptly provide the Supplier its employees, suppliers, agents, consultants and subcontractors with such materials, information and documentation as are required by the Supplier for the proper performance of the Services;
- (c) shall provide to the Supplier in a timely manner all authorisations, documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;
- (d) shall inform the Supplier of all health and safety and security requirements that apply at any premises at which the Services are to be supplied;
- (e) shall obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to lawfully provide the Services, including in relation to the installation of the Supplier's Equipment, in all cases before the date on which the Services are to start;
- (f) shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation;
- (g) shall at its own expense return all of the Supplier's Equipment to the Supplier in good repair and condition (together with all original packaging) on the earlier of:
 - (i) written demand given by the Supplier; and
 - (ii) the expiry or termination of the Contractual Term howsoever arising;
- (h) shall promptly on request provide the Supplier with such information as is reasonably required to enable the Supplier to perform routine third-party credit checks on the Customer, and the Customer hereby consents to the Supplier undertaking such checks;
- (i) acknowledges and agrees:
 - (i) that where the Services are to be supplied in full or partial substitution of existing services supplied to the Customer by a

third-party supplier, there may be a temporary interruption or degradation of supply (of up to two weeks duration in the case of broadband services) during any period of activation of the Services, provided always that the Supplier shall use its reasonable endeavours to minimise and/or rectify any such interruption;

- (ii) that if for any technical or other reason beyond the reasonable control of the Supplier it is not practicably possible for the Services to be activated in whole or in part, then the Supplier or the Customer may by notice in writing terminate the Contract with immediate effect;
- (iii) that services in the nature of the Services may not be continuously available and that there may be periods of temporary interruption of service, provided always that the Supplier shall use its reasonable endeavours to minimise and/or rectify any such interruption;
- (iv) that the Supplier may suspend and/or terminate the supply of the Services with immediate effect if:
 - (A) the Supplier reasonably considers that the Services are being used for any unlawful, fraudulent, indecent or immoral purpose;
 - (B) the Customer use of the Services is in breach of the Acceptable Use Policy;
 - (C) the Supplier reasonably considers that the continued supply of the Services may adversely affect the efficient and proper operation of the networks and infrastructure of the Supplier through which the Services are supplied;
 - (D) the Supplier reasonably considers that the Services are being used for the transmission of material (in any format) which is, contains or makes reference to:
 - 1. pornographic or discriminatory content;
 - 2. content designed to or which may incite racial or political hatred, or extremism, or radicalisation;
 - 3. content containing any virus, malware, worm, trojan or any other material which would or may be harmful to the networks and/or infrastructure of the Supplier or any third-party; or
 - 4. unsolicited bulk e-mailing including spam, mail-bombing or other activity which would or may adversely affect the efficient and proper operation of the networks and/or infrastructure of the Supplier or any third-party used in connection with the Services; and

- (v) that the Supplier may access and monitor the Customer's use of the Services for the purpose of evidencing the Customer's compliance with the Contract, including the provisions of this condition 4;
- (vi) that all telephone calls and other communications made between the Supplier and the Customer may be monitored and/or recorded for training and compliance purposes;
- (vii) that it is solely responsibility:
 - (A) for terminating any and all service arrangements with suppliers of services which are proposed to be succeeded by the Services; and
 - (B) for ensuring the compatibility of the Services and any Supplier's Equipment with any alarm or other emergency services or equipment employed by the Customer;
- (j) shall comply with the reasonable instructions and guidance given by or on behalf of the Supplier in connection with the Services, including in respect of:
 - (i) the installation and use of power surge protection equipment; and
 - (ii) the selection of router hardware appropriate to the Services;
- (k) shall neither connect nor knowingly permit the connection of any equipment to the networks and/or infrastructure of the Supplier or any third-party used in connection with the Services without the prior consent in writing of the Supplier;
- (l) shall not publish or knowingly permit to be published on any social media site or platform (including without limitation Twitter, Facebook, LinkedIn, or any similar site or platform), or by any other means of publication, any derogatory comments or remarks concerning the Supplier and/or the Services which are of an unsubstantiated nature or which are untrue; and
- (m) shall indemnify and keep indemnified the Supplier in full and on demand from and against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising directly or indirectly from any breach by the Customer of the provisions of the Contract.

4.2 If the Supplier's (or any employee, supplier, agent, consultant or subcontractor of the Supplier) performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend the performance of the Services until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations under the Contract; and
- (c) shall indemnify and keep indemnified the Supplier in full and on demand from and against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Supplier arising directly or indirectly from any Customer Default.

5. CHARGES & PAYMENT

- 5.1 The amount of the Charges and the applicable payment terms shall be as set out in the Proposal.
- 5.2 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the subject matter of such VAT invoice.
- 5.3 In addition to the Charges, the following additional charges may apply to the Contract:
 - (a) A reconnection fee of £50 (fifty pounds) for each element of the Services which requires reconnection following disconnection in consequence of any act or omission of the Customer.
 - (b) An administration fee of £20 (twenty pounds) in respect of each payment made by the Customer to the Supplier which is reversed or is otherwise dishonoured.
- 5.4 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Services shall at all times be owned by the Supplier and nothing in the Contract shall operate or be deemed to operate to assign or transfer any such Intellectual Property Rights to the Customer.

7. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This condition 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to condition 8.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising from the Supplier's performance or non-performance of the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Charges actually paid under the Contract in respect of the element of the Services giving rise to such liability.

- 8.3 Except as set out in these Conditions all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.
- 8.4 The parties each acknowledge and agree that the limitation of liability set out in this condition 8 is fair and reasonable in all of the circumstances of the Contract and that the amount of the Charges has been determined by the Supplier in reliance on the provisions of this condition 8.
- 8.5 This condition 8 shall survive termination of the Contract.

9. TERMINATION

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10-days after receipt of notice in writing of the breach;
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 7-days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);

- (h) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 9(b) to condition 9(g) (inclusive);
- (i) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (j) the credit checks referred to in condition 4.1(h) reveal information in respect of the Customer which in the opinion of the Supplier is adverse to the ability of the Customer to perform its obligations under the Contract; or
- (k) any of the circumstances referred to in condition 4.1(i)(ii) or condition 4.1(i)(iv) apply.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) conditions which expressly or by implication have effect after termination shall continue in full force and effect.

10.2 If the Contract is terminated pursuant to condition 9(a), condition 4.1(i)(iv), or otherwise by the Customer prior to the expiry of the Contractual Term, then the Customer shall on demand pay to the Supplier the aggregate of:

- (a) the amount of the Charges payable for the remainder of the Contractual Term which are of a standing, periodic, rental or lease nature; and
- (b) VAT on the amount of such Charges.

11. FORCE MAJEURE

- 11.1 For the purposes of the Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3 If the Force Majeure Event prevents the Supplier from performing its obligations under the Contract for more than 8-weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12. GENERAL

12.1 Assignment and subcontracting

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2 Notices

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or e-mail, on the next Business Day after transmission.
- (c) This condition 12.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this condition,

"writing" shall include e-mails and for the avoidance of doubt notice given under this Contract shall be validly served if sent by e-mail.

12.3 **Waiver**

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.4 **Severance**

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.5 **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.6 **Third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.7 **Variation**

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

12.8 **Governing law and jurisdiction**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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