

Standard Terms & Conditions for Business Customers

Unless otherwise agreed in writing by IntoSolutions Limited ('IntoSolutions') these Terms & Conditions apply to all IntoSolutions' Services to business customers.

By activating an IntoSolutions Service you:

- (a) acknowledge that you have read and understood, and that you agree, to the terms and conditions of this Agreement; and
- (b) represent that you have the right and authority on behalf of the Company stated in any Purchase Order Form to enter into this Agreement and any Purchase Order Forms and become bound by their terms.

1. Definitions and Interpretation

1.1 In the Agreement, unless the context otherwise requires:

Agreement means in relation to a particular Service, these Terms & Conditions and the relevant Purchase Order Form;

Assessment means any assessment or other investigations carried out by or on behalf of IntoSolutions that IntoSolutions in its absolute discretion deems necessary prior to the installation of Equipment and/or the provision of the Service;

Charges means IntoSolutions' charges from time to time as set out in Clause 4, Clause 7.3 and its Price List;

Data includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;

Equipment means Leased Equipment and/or Purchased Equipment supplied to you by IntoSolutions, as the context requires;

Extended Working Hours means 08:00 - 18:00 Monday to Friday excluding public holidays in the United Kingdom;

Group means the corporate group comprising IntoSolutions and any / all of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company;

IntoSolutions means IntoSolutions Limited whose registered number is **07295169** and whose registered office is at the time of printing 8 Bleasdale Avenue, Aintree, Liverpool, L10 8JD.

IntoSolutions Website means www.IntoSolutions.co.uk or such other address as is notified to you from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via link from the IntoSolutions Website shall be deemed incorporated into the IntoSolutions Website;

Law means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

Minimum Period means such period specified on the Proposal or in the absence thereof a period of 12 months commencing on the Service Start Date;

Password means a password, PIN number, account number, code, smart card or other security device issued to You by IntoSolutions;

Purchase Order Form means a document provided by You to IntoSolutions authorising shipment of Equipment and / or commencement of a Service to You at the specified price. The receipt by IntoSolutions of a signed Purchase Order Form creates a legally binding contract under the terms of this Agreement that cannot be changed without the consent of both parties;

Price List means the pricing information provided in any Proposal, or as provided separately from time to time and designated as such;

Proposal means any document or quotation submitted to You by IntoSolutions that included pricing information relating to the Services referred to in this Agreement;

Service means the telephony service for business customers set out on the relevant Proposal;

Service Level Agreement means the levels of support and response times to be provided by IntoSolutions to You during the term of this Agreement where this is documented in a separate agreement either attached to this Agreement or provided separately and designated as such;

Service Start Date means the earlier of (i) the date the relevant Service is available for use by You; or (ii) the date You first use the Service;

Site means the site at which any Equipment shall be located or to which the Service shall be provided;

Terms & Conditions means these Terms & Conditions as varied from time to time in accordance with the Agreement;

Trial Period means a limited period of time of no more than one month during which You are provided with the Services to ascertain whether or not those Services meet Your expectations;

Usage Charge means IntoSolutions' charges for use of the Service as set out in the Price List in the Proposal or as otherwise agreed in writing (and in either case whether referred to as 'Usage Charge' or otherwise);

User Documentation means such brochures, leaflets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any Equipment as IntoSolutions may publish from time to time either on paper or on the IntoSolutions Website;

You means the customer with whom IntoSolutions makes the Agreement as set out in the Proposal or as stated on the Purchase Order Form, or where appropriate, any person representing You if it appears to IntoSolutions that such person acts with Your authority or permission. 'Your' shall be defined accordingly.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.2 Use of the singular includes the plural and vice versa;
- 1.2.3 Any reference to 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.4 Any reference to a Party or to the Parties or their respective affiliates shall be deemed to include the party or parties hereto and their respective successors and permitted assigns and their respective employees, agents or sub-contractors;
- 1.2.5 References in these Terms & Conditions to a Clause or a Schedule are unless otherwise stated to the relevant Clause or Schedule in these Terms & Conditions.

1.3 Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.

2. Ordering Services

2.1 To order a Service You must complete and submit to IntoSolutions a Purchase Order Form or confirm acceptance of a Proposal sent to You.

2.2 Notwithstanding Clause 2.1 if at its discretion IntoSolutions accepts an order for a Service placed other than on a Purchase Order Form (referred to as being placed on a 'Customer Order Sheet') or if IntoSolutions installs a Service without having received from You and/or accepted either a Purchase Order Form or a Customer Order Sheet, the Service shall be provided in accordance with the terms of the Agreement.

3. Allocation and Use of Telephone Numbers

3.1 Any telephone numbers allocated to You by IntoSolutions do not belong to You. You accept that You do not acquire any rights whatsoever in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.

3.2 You are not entitled to sell or agree to transfer to a third party any telephone number allocated to You by IntoSolutions.

3.3 IntoSolutions shall be entitled, for commercial, operational or technical reasons or in order to comply with any competent authority to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to You. Where a telephone number is already in operational use by You, IntoSolutions shall use all reasonable endeavours to give You reasonable prior notice. IntoSolutions shall not be liable for any costs, inconvenience or other losses (including without limitation marketing and stationery costs) incurred by You as a result of any change or withdrawal as described in this Clause.

3.4 If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and IntoSolutions shall have no liability whatsoever with respect to the number chosen and its use by You.

3.5 If You are allocated a number which falls within a range of numbers classified by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided to You on that number conforms at all times with the type allocated to that number range.

4. Charges, Payment and Interest

4.1 It is a condition of the Agreement that You pay the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.

4.2 Charges for the Service are as referred to in the Price List in the Proposal or as otherwise agreed in writing. Notwithstanding the aforesaid Charges are subject to Assessment. If following Assessment IntoSolutions incurs unusual additional costs in providing the Service, IntoSolutions shall be entitled on notification to You to increase the Charges by the amount of such costs. You agree to pay such increased Charges.

4.3 Payment terms and invoicing shall be as follows:

4.3.1 Line Rental Charges shall be invoiced monthly in advance from the Service Start Date;

4.3.2 Installation Charges shall be invoiced on or around the Service Start Date or such other date as IntoSolutions shall notify You (but not before the Service Start Date);

- 4.3.3 Usage Charges shall be invoiced monthly in arrears from the Service Start Date. Such Charges shall be calculated by reference to Your use of the Service as recorded by IntoSolutions and not by reference to Your records;
 - 4.3.4 Leased Equipment Charges shall be invoiced in accordance with the term of the respective leasing agreement or as otherwise agreed in writing;
 - 4.3.5 Purchased Equipment Charges shall be invoiced on or around delivery of the Purchased Equipment; and
 - 4.3.6 Any other Charges shall be invoiced as set out in the Price List or as otherwise agreed in writing.
- 4.4 Other than as set out in Clause 4, IntoSolutions may increase or implement new Charges by giving You 30 days' written notice. Within 7 days of such notification You may give notice to IntoSolutions to terminate the Agreement. If You do not terminate in such period You are deemed to have accepted the increased/new Charges. IntoSolutions may decrease Charges at any time without notice and You shall have no right to terminate the Agreement.
- 4.5 Other than where Charges are based solely on usage, Your liability for Charges starts from the effective date of the Agreement whether or not the Service is used. You are liable for the Charges where the Service is used by third parties.
- 4.6 Charges shall be invoiced by or on behalf of IntoSolutions and shall be payable by You to IntoSolutions (or such person as IntoSolutions or the person invoicing on behalf of IntoSolutions shall specify) within **30** days of the invoice date.
- 4.7 IntoSolutions shall be entitled to carry out credit checks on You. IntoSolutions accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of this Agreement You fail to meet the standard of creditworthiness deemed acceptable by IntoSolutions, IntoSolutions shall be entitled:
- 4.7.1 To terminate the Agreement, in whole or in part immediately upon written notice to You;
 - 4.7.2 To require You to make such regular instalment payments in advance on account of any future charges as IntoSolutions shall deem appropriate;
 - 4.7.3 To impose credit limits on You in respect of Charges and to suspend Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
 - 4.7.4 To impose such other measures on Your right to use any of the Services as IntoSolutions shall deem appropriate.
- 4.8 IntoSolutions reserves the right to charge a deposit to secure amounts payable by You hereunder. Such deposit may be applied by IntoSolutions against any outstanding Charges due by You hereunder from time to time. No interest shall be payable on any such deposit.
- 4.9 If payment is not made when due IntoSolutions may without prejudice to its other rights, charge daily interest at an annual rate of 4% above the base rate for lending of Barclays Bank plc on any amount You fail to pay, from the date when the payment was due until the date of actual payment. Interest will continue to accrue even if the Agreement is terminated.
- 4.10 You must reimburse IntoSolutions for all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if the Agreement is terminated.

4.11 All sums due to IntoSolutions under this Agreement are exclusive of Value Added Tax or any other applicable tax.

5. Service

5.1 IntoSolutions shall provide the Service subject to the terms of and in accordance with the Agreement.

5.2 Where IntoSolutions provides Equipment under a lease agreement then supplementary terms and conditions apply.

5.3 You must promptly supply IntoSolutions with all information and materials reasonably required by IntoSolutions to supply the Service.

5.4 IntoSolutions shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However You accept that:

5.4.1 it is impracticable to provide the Service entirely free of faults, and that IntoSolutions may not be able to prevent interference of the Service with existing telecommunications services or the functioning of computers, software You have installed, or other electronic equipment, and that IntoSolutions does not undertake to do so.

5.4.2 IntoSolutions cannot guarantee that any Data generated, stored, transmitted or used via or in connection with the Service will be complete, accurate, secure, up to date, received or delivered correctly or at all;

5.4.3 IntoSolutions does not provide a back-up of Your Data or guarantee the integrity of Your Data;

5.5 By purchasing the Service, You confirm that You understand that the Service:

5.5.1 may not offer all of the features you may expect from a 'traditional' fixed-line telephony service; Your attention is specifically drawn to the Service description provided to you within the Proposal;

5.5.2 may sometime be unavailable as a result of matters over which IntoSolutions has no control, such as failure of your broadband connection or internet service provider, power disruptions, etc. The Service may also not be available due to suspension of the Service by IntoSolutions in accordance with the Agreement. You confirm that in such circumstances, parts or ALL of the functions of the Service may be unavailable, including access to emergency call services;

5.5.3 will connect you to public emergency services but may not provide your telephone number(s) and location details to the operator if you make a public emergency services call, dependent on the type of service deployed.

5.5.4 may not offer you the ability to transfer (port) your existing number to an alternative service if your service ends dependent on the type of service deployed.

5.6 By purchasing the Service You also confirm that it shall be Your sole responsibility to make available to users of the Service alternative means of accessing emergency calls services in circumstances where these are unavailable through the Service, and to inform or otherwise make aware users of the Service purchased by You (whether they gain access to the Service with your permission or not) of the possible limitations of the Service set out above.

5.7 IntoSolutions shall use reasonable endeavours to meet such general service levels in relation to a particular Service as IntoSolutions publishes from time to time. However, save as expressly stated in such published service levels, IntoSolutions shall have no liability for any failure to meet any such service levels.

6. Use of the Service

- 6.1 You undertake not to re-sell the Service or Leased Equipment or any part thereof to any person unless otherwise agreed by IntoSolutions.
- 6.2 You undertake to use the Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by IntoSolutions from time to time and in accordance with the Law. IntoSolutions may from time to time vary the technical and/or operational procedures for use of the Service.
- 6.3 You must not use or allow anyone to use the Service:
 - 6.3.1 to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
 - 6.3.2 to cause annoyance, inconvenience or needless anxiety to anyone;
 - 6.3.3 to violate or infringe the rights of any person;
 - 6.3.4 in breach of the Agreement; or in breach of Law.
- 6.4 IntoSolutions may allocate You a Password to enable You to use the Service. You must keep such Password safe and confidential and notify IntoSolutions immediately if any third party becomes aware of it. IntoSolutions reserves the right to change the Password without notice.
- 6.4 You are responsible for the use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.

7. Maintenance

- 7.1 IntoSolutions shall provide such preventative and corrective maintenance services during Extended Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 7.2 If You detect any defect or impairment in the operation or performance of the Service You must notify IntoSolutions by e-mail to **support@intosolutions.co.uk**, or by other methods as shall be notified to you from time to time, of the nature of such defect or impairment as soon as is reasonably possible after the event. IntoSolutions will endeavour to respond as promptly as possible after such notification and will endeavour to make the necessary corrections as soon as possible or in accordance with any agreed Service Level Agreement in place with You. IntoSolutions cannot be held responsible for any defects they are not notified of.
- 7.3 All Purchased Equipment is supported on a return to base warranty for the first twelve (12) months unless otherwise agreed in writing by both parties. All rented Equipment is supported on an advanced parts replacement basis for the duration of the term of the Agreement. IntoSolutions reserves the right to use refurbished Equipment for this purpose.
- 7.4 IntoSolutions will be entitled to charge and You will pay a service fee at IntoSolutions' then current charging rates in the event that the need for any maintenance results from any one or more of the following:
 - 7.4.1 misuse or neglect of or accidental or wilful damage to the Equipment and/or Service; or
 - 7.4.2 accidental or wilful disconnection of the Equipment and/or Service; or
 - 7.4.3 Your failure to comply with any of the provisions of the Agreement; or
 - 7.4.4 fault in, or other problem associated with, any telecommunications system not run by IntoSolutions or in Your own equipment; or

7.4.5 faults of a minor or intermittent nature which do not significantly affect the provision of the Service

7.5 Unless as specified in any Service Level Agreement or unless waived at the discretion of IntoSolutions all site visits required in response to maintenance calls shall incur day-rate charges for Engineer services plus expenses (mileage and if required overnight hotel accommodation) at the prevailing rate as published in the Proposal or as notified to You separately from time to time.

8. Limitations of Liability

8.1 Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.

8.2 Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software and Equipment are excluded to the fullest extent permitted by Law.

8.3 Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.

8.4 Where a service credit is provided for in the Schedule, then such service credit shall be Your sole financial remedy in respect of the breach of the relevant service level.

8.5 Subject to Clauses 8.6 and 8.7 below IntoSolutions accepts liability only for direct physical damage to Your property and the Site where such damage arises solely and directly from the negligence of IntoSolutions' employees, agents or contractors while acting in the course of their employment.

8.6 Save in relation to payment of indemnities pursuant to Clause 8.3 each Party's liability (including without limitation liability for negligence) under the Agreement (other than for payment of Charges) shall be limited to an amount not exceeding £10,000 in respect of any one event. Each Party's total liability for all claims under the Agreement (other than for payment of Charges) shall be limited to the greater of either (i) £20,000; or (ii) the value of recurring Charges (if any and excluding any usage based Charges) over the Minimum Period.

8.7 Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever.

8.8 IntoSolutions shall not be liable for any loss of data resulting from the use of the Service including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused by IntoSolutions.

8.9 Without undertaking any obligations to give any such advice and/or recommendations, IntoSolutions shall not be liable for any loss or damage suffered by You as a result of placing reliance on IntoSolutions' advice and/or recommendations regarding the use of a third party's products or services.

8.10 Clauses 8.1 to 8.9 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of IntoSolutions' liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by IntoSolutions may be disproportionately greater than the Charges.

9. Suspension and other IntoSolutions Powers

9.1 IntoSolutions may:

- 9.1.1 temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance or improvement or to protect life, limb or property;
- 9.1.2 give such instructions to You about the use of the Service it deems reasonably necessary;
- 9.1.3 do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 9.1.4 suspend the Service in any circumstance in which it is entitled to terminate the Agreement;
- 9.1.5 Except in an emergency when no such notice is required, IntoSolutions shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against IntoSolutions for any suspension of the Service pursuant to Clause 6.1. Any exercise by IntoSolutions of its right to suspend the Agreement shall not exclude IntoSolutions' right subsequently to terminate the Agreement.

9.2 If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse IntoSolutions' costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement. Where IntoSolutions agrees (at its discretion) to recommence the Service You must pay IntoSolutions' reasonable charges in relation to such re-commencement and, at IntoSolutions' discretion, You shall pay a reasonable deposit against future payments.

10. Duration and Termination

10.1 In relation to a particular Service the Agreement shall come into effect on the earliest of the dates You sign the Purchase Order Form or You start using the Service or the date the Service is available to You.

10.2 The Agreement shall continue in force unless either Party terminates the Agreement by giving the other Party 90 days written notice, with such notice expiring on or after the end of the Minimum Period.

10.3 Where a Trial Period has been agreed, the Customer may terminate this Agreement without penalty at the end of the Trial Period if the Service did not meet the Customer's expectations during that period.

10.4 Notwithstanding Clause 10.2, You may terminate the Agreement in accordance with Clauses 4.4 and 14.2.

10.5 Notwithstanding Clause 10.2, IntoSolutions may terminate the Agreement on written notice if:

- 10.5.1 Any Assessment is not in IntoSolutions' discretion satisfactorily completed;
- 10.5.2 Any licence, permission or other approval You or IntoSolutions require from time to time to connect to IntoSolutions' System or provide the Services expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or IntoSolutions the appropriate rights;
- 10.5.3 You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You or IntoSolutions reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause 10.4.4 'You' shall include Your direct and/or indirect parent company and 'Your' shall be interpreted accordingly;

- 10.5.4 You make a material misstatement in the details You have supplied to IntoSolutions to enable IntoSolutions to provide the Service;
 - 10.5.5 You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with IntoSolutions;
 - 10.5.6 IntoSolutions suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against IntoSolutions or any third party;
 - 10.5.7 You fail to meet the standard of creditworthiness as set out in Clause 4.7; or
 - 10.5.8 Any contract between IntoSolutions and a third party provider of telecommunication services is terminated where such termination affects the provision of the Service.
- 10.6 If IntoSolutions requests You to do so but You fail to return to IntoSolutions the Purchase Order Form duly signed or accepted by You within 14 days of the Service Start Date (or any other date notified to You by IntoSolutions) IntoSolutions shall be entitled (but not obliged) without notice to terminate the Agreement or, without prejudice to its right so to terminate, to downgrade the Service as it thinks fit.
- 10.7 On termination of the Agreement any licence granted to You by IntoSolutions shall immediately cease. You must immediately stop using the Service and all amounts You owe IntoSolutions for use of the Service shall be due and payable in full and You shall have no right to withhold or set off any such amounts.
- 10.8 On termination of the Agreement by reason of Your default You shall be liable to pay IntoSolutions all Charges that would otherwise have been payable by You during the Minimum Period. IntoSolutions shall not be obliged to refund any Charges paid in advance.
- 10.9 On termination of the Agreement You must allow IntoSolutions to promptly to remove the Leased Equipment. If You delay prompt removal of the Leased Equipment following termination of the agreement, IntoSolutions shall, until such removal is effected, be entitled to continue to charge You and You shall pay such Charges together with any additional costs and expenses caused to IntoSolutions by such delay.
- 10.10 The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination.

11. Early Termination

- 11.1 If you cancel or without cause, terminate the Agreement prior to expiry of the Minimum Period no refunds of any Charges paid in advance shall be made by IntoSolutions. Furthermore, IntoSolutions shall invoice You and You shall pay to IntoSolutions:
- 11.1.1 Any Charges due but unpaid at such date of cancellation or termination; and
 - 11.1.2 IntoSolutions' reasonable costs incurred in the removal and storage of any Leased Equipment; and
 - 11.1.3 An amount equal to the Charges payable for the Minimum Period less the amount of Charges already paid by You; and
 - 11.1.4 Any other cancellation or termination charges referred to in the Price List or as otherwise agreed by the Parties in writing.

12. Assignment

- 12.1 You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of IntoSolutions.

12.2 IntoSolutions may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity, unless You can demonstrate that such assignment or delegation is materially detrimental to You or Your business.

13. Force Majeure

13.1 Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including, without limitations, acts of God, acts of Government or other competent regulatory authority, lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law or regulation and accident (or by any damage caused by any of such events). Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 days' written notice to the other Party.

14. Variation

14.1 Subject to Clause 14.2 any variation to the Agreement shall be agreed by the Parties in writing.

14.2 Notwithstanding Clause 14.1 IntoSolutions reserves the right to amend or vary the Agreement (other than in relation to Charges which are governed by Clauses 4.3 and 4.4) by giving You 30 days' written notice thereof. Within 14 days of such notification You may give IntoSolutions not less than 14 days' notice that if the amendment is not withdrawn You terminate the Agreement, unless the amendment or variation is imposed by Law when You shall have no right to terminate. If You do not terminate in such period You are deemed to have accepted the variation.

14.3 If You request and IntoSolutions agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as IntoSolutions shall require to give effect to such change and You must pay to IntoSolutions its then current charges for such change. IntoSolutions may require payment prior to effecting such change. To reflect such change IntoSolutions may without notice revise the Charges and the provisions of Clause 4.4 shall not apply to such revision.

14.4 Nothing written on the Purchase Order Form shall vary any provision of these Terms & Conditions.

15. Notices

15.1 Unless otherwise stated in the Agreement:

15.2 Notices sent by You to IntoSolutions shall be sent:

15.2.1 by hand or post to the following address or as otherwise notified to You:

Attn: IntoSolutions Limited

Address: 8 Bleasdale Avenue, Aintree, Liverpool, L10 8JD

15.2.2 by electronic mail to the following electronic mail address or as otherwise notified to You:

Email Address: sales@IntoSolutions.co.uk

15.3 Notices sent by IntoSolutions to You may be sent:

15.4 by hand or by post to Your billing address specified on the Purchase Order Form or to Your registered office; or

15.5 by fax to Your fax number specified on the Purchase Order Form or as otherwise notified to IntoSolutions in writing; or

15.6 by electronic mail to Your electronic mail address specified on the Purchase Order Form or as otherwise notified to IntoSolutions in writing.

15.7 Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail inbox.

16. Marketing and Data Protection

16.1 IntoSolutions operates in accordance with the Data Protection Act 1998 as updated or amended from time to time.

16.2 IntoSolutions may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation IntoSolutions shall be entitled to disclose information provided by You to any member of its Group, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable IntoSolutions to provide the Service IntoSolutions shall also be entitled to disclose such information to other telecommunications companies.

16.3 IntoSolutions shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of IntoSolutions' customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

16.4 IntoSolutions shall be entitled to make Your name, address and telephone number available to the emergency services.

16.5 Unless You notify IntoSolutions in writing at the registered office address or as otherwise notified to You, IntoSolutions may use information provided by You for market research purposes or to supply You with information about other products or services available from IntoSolutions or a member of its Group;

17. Test or Trial Services and Promotional Offers

17.1 IntoSolutions may from time to time supply test or trial services and/or promotional offers ('Offers') to some or all of its customers. Such Offers shall be subject to any terms & conditions ('Promotional Terms & Conditions') notified by IntoSolutions to its customers. Unless otherwise stated in the Promotional Terms & Conditions IntoSolutions shall not incur any liability under the Agreement in relation to such Offers. Promotional Terms & Conditions may require a variation to the Agreement in which case You shall be deemed to have accepted in writing such variation on acceptance of the Offer. Unless otherwise stated in the Promotional Terms & Conditions an Offer may be amended or withdrawn by IntoSolutions (in relation to some or all of its customers) at any time and without notice. For the avoidance of doubt IntoSolutions is not obliged to include You in any Offer it makes to its customers.

18. Entire Agreement

18.1 The Agreement and the documents referred to therein represent the entire understanding between the Parties in relation to the provision of the Service and supersede and extinguish all other agreements or representations (except fraudulent misrepresentations) made by either Party, whether oral or written. In particular IntoSolutions shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into the Agreement in writing.

19. Time Not of the Essence

19.1 Any dates quoted by IntoSolutions in connection with the provision of the Service or delivery and installation of the Equipment shall be treated as estimates only. IntoSolutions accepts no liability for failure to meet such dates and time shall not be of the essence of the Agreement for this purpose.

20. Miscellaneous

20.1 No waiver by IntoSolutions of any default by You under the Agreement shall operate or be construed as a waiver by IntoSolutions of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by IntoSolutions to You shall imply a waiver of IntoSolutions' rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.

20.2 The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.

20.3 The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.

21. Confidentiality

21.1 Each Party (in this Clause 'Receiving Party') undertakes to the other Party ('Disclosing Party'):

21.1.1 to keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ('in this Clause 'Confidential Information'); and

21.1.2 not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

21.1.3 to use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.

21.2 The confidentiality obligations in Clause 21.1 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

21.3 The confidentiality obligations in Clause 21.1 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

21.3.1 has ceased to be secret without default of the Receiving Party's part; or

21.3.2 was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

21.3.3 has been received from a third party who did not acquire it in confidence.

21.4 Clause 21 shall survive termination of the Agreement or any part of it.

22. Governing Law and Arbitration

22.1 The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.