

<p>1 Interpretation</p> <p>The following definitions and rules of interpretation apply in these General Terms.</p> <p>1.1 Definitions</p> <p>Acceptable Use Policy Onecom's acceptable use policy (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Affiliate any entity that directly or indirectly controls, is controlled by, or is under common control with another entity</p> <p>Applicable Law the laws of England and Wales and any other laws and regulations that apply to providing or receiving Services</p> <p>Authorised Contacts individuals authorised to act on behalf of the Customer in relation to the Products</p> <p>Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business</p> <p>Business Hours 9.00am to 5.00pm (UK time) on Business Days. Any reference to a timeframe expressed in Business Hours does not include time that falls outside of Business Hours. For the avoidance of doubt, Business Hours are not Onecom's opening hours or support hours which may vary from time to time and by Service and/or support tier.</p> <p>Charges together the:</p> <ul style="list-style-type: none"> (a) Recurring Charges; (b) One-Off Charges (if any); (c) Variable Charges (where applicable); and (d) any other fees or charges payable by the Customer as detailed in the Price Guide <p>Claim any legal claims, actions or proceedings against a party, whether threatened or actual, whether by a third party or the other party to the Contract</p> <p>Contract means the legally binding agreement between Onecom and the Customer for the supply of Products which is comprised of:</p> <ul style="list-style-type: none"> (a) the Order Form; (b) the MSA (if any); (c) the applicable Product Terms; (d) the General Terms; and (e) any other documents or terms expressly referenced as being incorporated into the Contract within the above documents <p>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, Special Category Personal Data and appropriate technical and organisational measures</p> <p>shall have the meanings given in the Data Protection Legislation</p> <p>Customer the party identified as the Customer in an Order</p> <p>Data Protection Legislation all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, as each of the foregoing may be updated, replaced or amended from time to time; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)</p> <p>Discount a reduction or promotional credit applied to a Recurring Charge or One-Off Charge as a separate line item on an Order Form</p> <p>Discount Period (a) in respect of a Discount applied to a Recurring Charge, the period of time specified in an Order Form during which such Discount is applicable (and if no such period is specified on the Order Form, the Discount Period shall be deemed to be the Minimum Term), commencing from the Service</p>	<p>Commencement Date of the relevant Service or Service Element; and</p> <p>(b) in respect of a Discount applied to a One-Off Charge, the point in time at which such One-Off Charge is incurred.</p> <p>Effective Date the date the Contract becomes legally binding as specified in clause 4.2</p> <p>Equipment Purchased Equipment, Service Equipment, and/or Loan Equipment</p> <p>Equipment and Software Terms Onecom's Product Terms relating to Equipment and Third Party Software (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Estimated Service Commencement Date the estimated date for commencement of a Service (or Service Element) specified in an Order Form, or otherwise communicated to the Customer by Onecom</p> <p>Export Control Laws all export control laws and regulations administered in the Relevant States</p> <p>Force Majeure Event an event or circumstance beyond a party's reasonable control</p> <p>General Terms (a) where an MSA is in place, has the definition given in that MSA; or</p> <p>(b) in all other cases, Onecom's standard 'General Terms – Business' (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/</p> <p>Group in relation to a party, that party and its Affiliates</p> <p>Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world</p> <p>Investment Subsidy</p> <p>Large Business Customer a Customer which has ten or more employees at the Effective Date</p> <p>Loan Equipment any Equipment provided by Onecom to the Customer on a temporary basis (including for the purposes of testing, as a temporary replacement while other Equipment is being repaired, or for a specific short-term project) which is not Purchased Equipment or Service Equipment and which remains the property of Onecom at all times</p> <p>Minimum Term the minimum term in respect of a Service as specified in the Order Form</p> <p>MSA a separate master services agreement, being a framework agreement entered into between Onecom and the Customer which governs the relationship of the parties for the entry into Contracts</p> <p>Network the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Service Providers</p> <p>Non-Regulated Products any Products provided by Onecom that are not Regulated Products, including but not limited to: managed IT services (including Core Support and Professional Services), Microsoft/Office 365, Third Party Software (including Zendesk and Zoom Contact Centre), cyber-security services, contact centre solutions (to the extent such solutions do not themselves involve the conveyance of signals over an electronic communications network), AI and automation services (including Halo), and Equipment</p> <p>Not-for-profit Customer a Customer which is a body for which (as at the Effective Date) no more than 10 individuals work (whether as employees, volunteers or otherwise) and which applies the whole of its income for charitable or public purposes and is prohibited from directly or indirectly distributing among its members any part of its assets</p> <p>Notice a notice given by one party to the other under the Contract in accordance with clause 22.10</p>
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OneCloud	Onecom's online portal	connectivity services provided via SIM-enabled access to mobile networks)
OneCloud Customer Agreement	the OneCloud customer agreement (as updated from time to time) a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/ and which shall be accepted by the Customer on first use of OneCloud	Relevant States the United Kingdom, the European Union, the United States of America and any other countries which are applicable to the Customer
OneCloud User Terms	the OneCloud user terms (as updated from time to time) a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/ and which shall be accepted by each User on first use of OneCloud	Restricted Party List the list of restricted countries published by Relevant States (as updated from time to time)
Onecom	the legal entity within the Onecom Group identified as the 'Supplier' or 'Provider' in the Order Form. For the avoidance of doubt, the Customer is contracting solely with the legal entity named on the Order Form and no other member of the Onecom Group shall have any liability under this Contract	Sanctions all economic, trade and financial sanctions, embargoes and other restrictive measures administered in the Relevant States
Onecom Group	Onecom Limited (company number 04031272) and any Affiliate of it from time to time	Service each service provided by Onecom (including where Onecom acts as a reseller of third party services) as set out in an Order Form, which may include part of a Service and provision of a Service to a Site. Any reference to Service may be an individual Service or collectively all Services, as appropriate
One-Off Charges	the non-recurring charges payable by the Customer in relation to Products as specified in the Order	Service Commencement Date unless stated otherwise in the Product Terms, the date as advised to the Customer by Onecom when Onecom is satisfied that the Service has met Onecom's standard testing criteria (if any) and the Service is available and ready for use
Online Order	an order for Products placed by the Customer via the Website or OneCloud	Service Element the individual components of a Service (including optional service elements if applicable)
Order	an order (including a pre-order) for Products placed by the Customer and accepted by Onecom in accordance with clause 4	Service Equipment any hardware or devices (including but not limited to routers, modems, or switches) provided by Onecom to the Customer for use in connection with the Services but which remains the property of Onecom at all times and which is not Purchased Equipment
Order Form (or Commercial Terms)	as applicable: (a) a document headed 'Order Form' or other written acknowledgement and acceptance issued by Onecom to the Customer and which sets out the Products; or (b) for Online Orders, the digital summary of the transaction provided to the Customer at the point of checkout and/or the order acknowledgment email	Service Terms the Product Terms applicable to the Service, identified by reference to the Service name (e.g. 'Zoom Service Terms') (as amended from time to time), copies of which can be found at https://www.onecom.co.uk/terms-and-conditions/
Order Completion Date	for an Order Form detailing multiple Services, the date when all Services specified on that Order Form have achieved their respective Service Commencement Dates, with the Order Completion Date being the Service Commencement Date of the final Service to do so	Site(s) a place at or to which the Service is to be supplied, as specified in the Order Form
Price Guide	the price guide applicable to the relevant Products (as amended from time to time), which can be found at https://www.onecom.co.uk/terms-and-conditions/ (or any other online address that Onecom advises the Customer of);	Small Business Customer a Customer who has no more than ten employees at the Effective Date
Privacy Policy	Onecom's privacy policy (as amended from time to time), a copy of which can be found at https://onecom.co.uk/privacy-policy/ (or any other online address that Onecom advises the Customer of)	Specific Terms Product Terms
Products	the Equipment, Third Party Software and/or Services (as applicable)	Sub-Processor has the meaning given in clause 20.6
Product Terms	the Equipment and Software Terms and/or Service Terms applicable to the Products in the Order	Subsidy any subsidy / investment provided by Onecom as specified in the Order Form
Purchased Equipment	any hardware, devices, or accessories for which a specific price or charge (whether one-off or recurring, and whether payable to Onecom or a third-party finance provider) for the acquisition of such item is identified in an Order	Subsidy Terms Onecom's Subsidy terms (as amended from time to time), a copy of which can be found at https://www.onecom.co.uk/terms-and-conditions/
Recurring Charges	the regular and recurring charges payable by Customer for use of the Services on a monthly, quarterly or annual basis as specified in the Order	Termination Charges the aggregate of: (a) the Charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted; (b) in the event of termination: (i) on or after the Service Commencement Date, the Recurring Charges due to the end of the Minimum Term (calculated by reference to the Recurring Charge (as increased from time to time in accordance with clause 8.10), but excluding any Discount); or (ii) prior to the Service Commencement Date: (A) in respect of Non-Regulated Products (regardless of Customer type): the Recurring Charges which would have been due during the Minimum Term had the Contract not been terminated (calculated by reference to the Recurring Charge (as increased from time to time in accordance with clause 8.10), but excluding any Discount); (B) in respect of Regulated Products provided to Large Business Customers: the Recurring Charges which would have been due during the Minimum Term had the Contract not been terminated (calculated by reference to the Recurring Charge (as increased from time to time in accordance with clause 8.10), but excluding any Discount); or (C) in respect of Regulated Products provided to Small Business Customers and Not-for-profit Customers: an Order cancellation
Regulated Product	any Service provided by Onecom that constitutes a 'Public Electronic Communications Service' as defined by the Communications Act 2003 and which is subject to regulation by Ofcom, including but not limited to: (i) Mobile (Onecom Billed and Network Billed); (ii) Broadband (including ADSL, FTTP, FTTC, SoGEA, SoADSL and Assured IP Broadband); (iii) DIA and Fibre Ethernet; (iv) SIP and International SIP; (v) Inbound; (vi) SMS; (vii) Hosted Voice (cloud-based or VoIP telephony services enabling Users to make and receive voice calls using publicly assigned telephone numbers, including services marketed as Wave); (viii) Teams-integrated Voice (services providing voice calling capability via Microsoft Teams, including services marketed as Connect4Teams, CallTeams and Microsoft Teams Direct Routing); (ix) UCaaS Voice (third-party unified communications platforms resold by Onecom that include voice calling, including 8x8); (x) Zoom Phone (cloud-based telephony services provided via the Zoom platform); and (xi) IoT (device	

	fee (of such amount as is detailed in the Price Guide);		
	(c) if the Customer has paid a reduced charge, or no charge, for installation, connection, configuration, training or other services and the relevant Service ends before expiry of the end of the Minimum Term or is terminated before the Service Commencement Date, the full price (or balance thereof) for such services (calculated by reference to the price as set out in the Order Form, but excluding any Discount);		
	(d) any One-Off Charges, professional services fees, or committed third-party costs (including licence fees, subscription fees, or other recurring charges payable by Onecom to a Third Party Service Provider) that have been incurred or that Onecom has become contractually obligated to pay in connection with the terminated Service, to the extent not already recovered through the Recurring Charges referred to in paragraph (b) above, whether or not an invoice has been issued at the date of termination;		
	(e) where applicable, any other fees relating to cessation of a Service as detailed in the Price Guide; and		
	(f) where applicable, any sums due under the Product Terms and Subsidy Terms		
Third Party Service	any part of the Products which Onecom procures from a third party and provides to or incorporates for the Customer, including but not limited to software (including Third Party Software), hardware, connectivity, cloud-based hosting or infrastructure, and AI or platform services, whether or not the Customer has a direct contractual relationship with the relevant Third Party Service Provider		
Third Party Service Provider	any third-party provider of technology, software, infrastructure, AI models, voice synthesis, network, or other services whose products or services are incorporated into or used by Onecom in the delivery of the Products from time to time		
Third Party Software	third party software supplied by Onecom, which is: <ul style="list-style-type: none"> (a) embedded in any Equipment; or (b) downloaded to: (i) any Equipment; or (ii) any other items situated at a Site and/or used by the Customer, whether or not in conjunction with the Equipment or in connection with a Service 		
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018		
User	any person who uses a Service		
Variable Charges	the charges payable by the Customer for use of the Services which may vary from time to time (and which shall include, as applicable to the Service, usage charges, out of bundle charges, roaming charges, user based subscription charges), details of which shall, where not set out elsewhere in the Contract, be set out in the Price Guide or otherwise available from Onecom upon request		
Website	the website operated by Onecom at www.shop.onecom.co.uk or such other URL as Onecom may use from time to time for e-commerce transactions		
1.2	a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);		
1.3	a reference to a party includes its personal representatives, successors or permitted assigns;		
1.4	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;		
1.5	unless stated otherwise, references to clauses in any document forming part of the Contract are to clauses in that document;		
1.6	clause headings shall not affect the interpretation of the Contract;		
1.7	any phrase introduced by the terms including , include , or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;		
1.8	a reference to writing or written includes email but not fax; and		
1.9	a party or the parties refer to the parties to the Contract.		
		2 Contract	
		2.1	The provision of Products by Onecom is subject to the General Terms and the applicable Product Terms, which shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
		2.2	In the event of any conflict or inconsistency between the documents making up the Contract, the following order of precedence shall apply: <ul style="list-style-type: none"> 2.2.1 the Order Form (including any special conditions set out therein); 2.2.2 the MSA (if any), excluding General Terms set out therein; 2.2.3 the Product Terms; 2.2.4 the General Terms; and 2.2.5 any other documents expressly referenced as being incorporated into the Contract.
		3 Customer's Warranties	
		3.1	The Customer warrants that: <ul style="list-style-type: none"> 3.1.1 it has the authority to enter into the Contract; and 3.1.2 it is a business and in contracting with Onecom in accordance with the Contract it is not acting for a purpose which could be regarded as outside its trade or profession.
		4 Commencement and duration of Contract	
		4.1	The Contract becomes legally binding on the Effective Date and shall: <ul style="list-style-type: none"> 4.1.1 in respect of Services and any Products provided on a recurring or subscription basis, continue until terminated by either party in accordance with clause 17; and 4.1.2 in respect of Purchased Equipment, continue until the Purchased Equipment has been delivered and the Customer has paid all applicable Charges in full.
		4.2	The Effective Date shall be the date upon which Onecom accepts the Customer's offer to purchase Products, as determined by the type of product ordered: <ul style="list-style-type: none"> 4.2.1 in respect of Services: when Onecom sends a written confirmation of acceptance to the Customer; and 4.2.2 in respect of Purchased Equipment: when Onecom dispatches the Purchased Equipment to the Customer (which may be signified by a confirmation of dispatch or order completion email). 4.2.3 Notwithstanding the above, Onecom may at its discretion signify acceptance by dispatching the Purchased Equipment or commencing the provision of the Services.
		5 Minimum Term	
		5.1	The commencement of the Minimum Term in respect of a Service shall be determined as follows: <ul style="list-style-type: none"> 5.1.1 where an Order is for a single Service, the Minimum Term for that Service commences on its Service Commencement Date; or 5.1.2 where an Order is for more than one Service, the Minimum Term for all Services in that Order shall commence on the Order Completion Date applicable to that Order, unless otherwise specified.
		5.2	The duration of the Minimum Term may be different for each Service in an Order.
		5.3	The Minimum Term of a Service shall end on the earlier of: <ul style="list-style-type: none"> 5.3.1 expiry of the Minimum Term applicable to that Service as set out in the Order; or 5.3.2 termination of that Service or the Contract in accordance with the terms of the Contract.
		5.4	For the purposes of calculating Termination Charges only, where a Service is terminated prior to its Service Commencement Date, the Minimum Term for that Service shall be deemed to have commenced on the Effective Date.
		6 Subsidy	
		6.1	In the event Onecom provides the Customer with any Subsidy, the Customer agrees to comply with the Subsidy Terms.
		7 Commencement and performance of Services	
		7.1	For certain Services (or Service Elements) Onecom may provide an Estimated Service Commencement Date and Onecom shall use reasonable endeavours to deliver against any such date. If the Customer requests a change to any Estimated Service Commencement Date before the applicable Service Commencement Date, Onecom reserves the right to either: <ul style="list-style-type: none"> 7.1.1 adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or 7.1.2 cancel the applicable Service (or Service Element), subject to any applicable Termination Charges that may be payable by Customer.

- 7.2 Services ordered by the Customer will be available and ready for use on the Service Commencement Date. The Customer accepts that each individual Service and/or Service Element may have different Service Commencement Dates, that the Service Commencement Date for a given Service (or Service Element) may be earlier or later than the Estimated Service Commencement Date, and that Recurring Charges for each such Service and/or Service Element will commence from its respective Service Commencement Date, as further detailed in clause 8.
- 7.3 Where Onecom has agreed to dates, levels or standards in respect of the performance of any Services, such criteria will be detailed in an Order Form and/or applicable Product Terms. Onecom shall use reasonable endeavours to meet such performance criteria, but failure to do so shall not constitute a breach of Contract.
- 7.4 Onecom reserves the right to cancel an Order at any time prior to commencement of Services if there was a material error in the price or description of such Services on the Order Form (or on the Website or OneCloud).
- 7.5 Without prejudice to any rights contained within the Product Terms, Onecom shall have the right to make any changes to the Services (including changes to the specification or functionality of the Services) which:
- 7.5.1 are necessary to comply with any Applicable Law or safety requirement;
 - 7.5.2 result from a change to the Services or specifications made by an underlying third-party supplier; or
 - 7.5.3 do not materially affect the nature or quality of the Services.
- Onecom shall use reasonable endeavours to provide the Customer with 30 days' prior notice of any such change where practicable.
- 8 Charges**
- 8.1 The Customer will pay and is responsible for the Charges, whether the Products are used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 8.2 Charges for each individual Service or Service Element shall commence from its respective Service Commencement Date, save that any One-Off Charges related to such Service or Service Element may be payable before such date.
- 8.3 Where an Order Form specifies a Discount:
- 8.3.1 the Discount shall apply only for the duration of the Discount Period;
 - 8.3.2 upon the expiry of the Discount Period, the Discount shall automatically cease and Onecom shall invoice the Customer for the full underlying Recurring Charges as set out in the Order Form (as increased from time to time in accordance with clause 8.10); and
 - 8.3.3 for the avoidance of doubt, if the Contract or a Service is terminated prior to the expiry of the Minimum Term for any reason other than termination by the Customer pursuant to clause 17.3 (where such termination arises from Onecom's breach), any Discount shall be disregarded for the purposes of calculating Termination Charges, and such charges shall be calculated based on the full Recurring Charges.
- 8.4 For the avoidance of doubt, where multiple Services are detailed on an Order Form, the commencement of Recurring Charges and any applicable Discount Period for each individual Service or Service Element shall be determined by its own Service Commencement Date, even if this occurs before the Order Completion Date for that Order Form.
- 8.5 The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Products.
- 8.6 Any Variable Charges (where applicable) will be calculated on usage information recorded by or on behalf of Onecom.
- 8.7 Unless otherwise stated in an Order Form, the Charges are exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature and all other taxes and charges in respect of the Products, which shall be payable by the Customer in addition.
- 8.8 Onecom may invoice the Customer for any administration charges incurred as a result of the Customer providing a materially inaccurate or incomplete Order.
- 8.9 Onecom reserves the right, by giving written notice to the Customer at any time before (i) in respect of Equipment and Third Party Software, delivery or provision of the same, and (ii) in respect of Services, the Service Commencement Date, to increase Charges to reflect any increase in the cost to Onecom which is due to any:
- 8.9.1 factor beyond the control of Onecom (including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);
 - 8.9.2 changes in delivery dates, quantities, specifications or other requirements requested by the Customer; or
 - 8.9.3 delay caused by any instructions of the Customer or failure of the Customer to give Onecom adequate information or instructions.
- 8.10 Onecom may amend Charges as follows:
- 8.10.1 In respect of Recurring Charges for Regulated Products provided under Contracts with Small Business Customers or Not-for-profit Customers entered into on or after 17 January 2025, Onecom may amend such Recurring Charges only as detailed in the Order Form.
 - 8.10.2 In all other cases (including in respect of (i) all Non-Regulated Products, (ii) all Products supplied to Large Business Customers, (iii) all Contracts entered into prior to 17 January 2025, and (iv) all Charges other than Recurring Charges for Regulated Products provided under Contracts with Small Business Customers or Not-for-profit Customers), Onecom may amend the Charges:
 - (a) in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the UK Consumer Prices Index (CPI) rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year plus 3.9%. If the CPI rate is a negative or 0, Charges will be increased by 3.9%. If the CPI rate is not published for the given month, Onecom may use a substituted index or index figures published by that office for that month; and/or
 - (b) at any time to reflect an increase in the cost to Onecom of supplying such Products due to Third Party Service Providers increasing their charges to Onecom, in which event Onecom shall use reasonable endeavours to give the Customer prior notice of such increase where reasonably practicable.
 - 8.11 Where Onecom increases a Charge in accordance with clause 8.9 or clause 8.10, Onecom shall apply the same percentage increase to any corresponding Discount for the remainder of the Discount Period.
 - 8.12 The Customer acknowledges that an increase in Charges (and any corresponding adjustment to a Discount) made in accordance with clause 8.9 or clause 8.10 is a pre-agreed contractual mechanism and the Customer shall have no right to terminate the Contract or any Service as a result of such increase.
 - 8.13 Any typographical, clerical or other accidental errors or omissions in an Order and/or any sales literature, quotation, price list, invoice or other document or information issued by Onecom shall be subject to correction without any liability on the part of Onecom.
- 9 Invoicing and Payment**
- 9.1 Unless stated otherwise in the Order Form or applicable Product Terms, Onecom shall invoice the Customer for:
- 9.1.1 the Recurring Charges monthly, quarterly or annually (as applicable) in advance;
 - 9.1.2 the One-Off Charges (if any) on or at any time after an Order;
 - 9.1.3 the Variable Charges (if any) monthly in arrears; and
 - 9.1.4 other fees or charges payable by the Customer as detailed in the Price Guide on or at any time after such fees or charges are incurred by the Customer.
- 9.2 Onecom will invoice, and the Customer will pay, in pounds sterling.
- 9.3 Payment
- 9.3.1 For Online Orders, the Customer shall pay the Charges and any applicable delivery fees in full at the point of checkout via credit or debit card, or through such other payment methods as Onecom may make available. The processing of such payment by Onecom shall not constitute acceptance of the Order. The Contract is only formed in accordance with clause 4.2.
 - 9.3.2 In all other cases, the Customer will pay all Charges by direct debit. Where a Customer pays by another method then, unless otherwise agreed in writing by Onecom, Onecom shall:
 - (a) charge a payment processing fee as set out in the Price Guide; and
 - (b) deduct the payment processing fee from any money received before any payment is allocated against the Charges.
 - 9.3.3 Where an Order is subject to third-party finance, Onecom's acceptance of the Order is conditional upon the finance provider's approval. If the finance agreement is terminated or cancelled, all outstanding Charges become immediately payable by the Customer to Onecom as further specified in the Equipment and Software Terms.
 - 9.3.4 The Customer shall establish and maintain a valid direct debit mandate in favour of Onecom for the duration of the Contract. The Customer shall not cancel, vary or withdraw a direct debit mandate without the prior written consent of Onecom. Any cancellation, variation or withdrawal of a direct debit mandate without such consent shall constitute a breach of the Contract (save where the Customer has raised a bona fide dispute in accordance with clause 9.8 and the cancellation or variation relates solely to the disputed amount), and Onecom shall be entitled (without prejudice to its other rights and remedies, including under clauses 9.6 and 15) to:
 - (a) suspend the provision of Products in accordance with clause 15;
 - (b) require the Customer to pay all outstanding and future Charges by an alternative method acceptable to Onecom, subject to the payment processing fee set out in the Price Guide; and

- (c) require the Customer to establish a new direct debit mandate within 14 days of being notified in writing to do so, failing which Onecom may terminate the Contract in accordance with clause 17.2.

- 9.4 Without prejudice to clause 9.3, the Customer must pay each invoice submitted by Onecom within the number of days from the date of such invoice as set out in the Order Form (or if no such number is so set out then within 14 days) (**Due Date**), and in full and in cleared funds to a bank account nominated in writing by Onecom.
- 9.5 Onecom may credit assess the Customer from time to time to determine the credit limit on the Customer's account. The Customer will provide Onecom with any information it reasonably requires for this. If Onecom is not satisfied as to the creditworthiness of the Customer, it may:
 - 9.5.1 notify the Customer that no further credit will be allowed;
 - 9.5.2 require all Charges owing by the Customer to Onecom to be paid immediately;
 - 9.5.3 require the Customer to pay Charges in advance;
 - 9.5.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
 - 9.5.5 require the Customer to pay a deposit.
- 9.6 Without limiting any other right or remedy of Onecom, if the Customer fails to make any payment due to Onecom (i) under the Contract by the Due Date; or (ii) any other contract between Onecom and the Customer in accordance with its terms, Onecom shall be entitled to:
 - 9.6.1 cancel any Order or suspend any further provision of Products to the Customer;
 - 9.6.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom;
 - 9.6.3 restrict or suspend the Service as set out in clause 15;
 - 9.6.4 charge a late payment charge as detailed in the Price Guide;
 - 9.6.5 where title to Purchased Equipment has not passed to the Customer in accordance with the Contract, blacklist such cellular-enabled Purchased Equipment on the Central Equipment Identity Register (rendering the cellular functionality of the Purchased Equipment unusable) until all overdue amounts are paid in full; and/or
 - 9.6.6 charge interest on the overdue amount at the highest rate permitted by Applicable Law from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.
- 9.7 The Customer will pay all reasonable costs that Onecom incurs when recovering any overdue amount, including debt collection agency and legal costs.
- 9.8 If the Customer disputes the amount of any Onecom invoice in good faith and on bona fide grounds:
 - 9.8.1 the Customer shall pay any undisputed portion of the invoice by the Due Date;
 - 9.8.2 the Customer shall write to Onecom within 10 Business Days of the date of the invoice providing details of:
 - (a) the nature and reason for the dispute;
 - (b) the amount in dispute; and
 - (c) any evidence to support the disputed amount;
 - 9.8.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 9.6.6; and
 - 9.8.4 if Onecom determines that the disputed invoice is incorrect Onecom shall issue a corrected invoice and/or apply the relevant credit to the Customer's account.
- 9.9 Any invoice which is not disputed in accordance with clause 9.8 shall be deemed to be fully accepted by the Customer and Onecom shall have no liability in respect of any invoice which is otherwise disputed.
- 9.10 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by Applicable Law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Onecom in order to justify withholding payment in whole or in part. Onecom may, without limiting its other rights and remedies, set-off any amount owing to it by the Customer against any amount payable by Onecom to the Customer.
- 9.11 For the avoidance of doubt, the Customer's internal administrative and accounting requirements shall not alter its payment obligations under this Contract. Accordingly, an invoice's validity and its Due Date shall not be affected by either:
 - 9.11.1 the absence of a customer purchase order number; or
 - 9.11.2 the non-submission of that invoice to any customer-specified portal, e-invoicing platform, or other third-party system.

Neither of the foregoing shall constitute valid grounds to reject, dispute, or withhold payment of any invoice issued in accordance with this clause 9.

10 Onecom obligations

- 10.1 Onecom shall:
 - 10.1.1 provide the Products in all material respects in accordance with the relevant Product Terms and with the care and skill that would reasonably be expected in the circumstances;
 - 10.1.2 take steps to ensure the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does Onecom warrant or guarantee, that the Service will be uninterrupted, secure or error-free;
 - 10.1.3 comply with Applicable Law;
 - 10.1.4 provide information relating to the Customer's use of the Services to authorities, regulators and law enforcement agencies, if required by Applicable Law; and
 - 10.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

11 Customer obligations

- 11.1 The Customer shall:
 - 11.1.1 ensure that an Order is complete and accurate;
 - 11.1.2 co-operate with Onecom in all matters relating to the Products;
 - 11.1.3 follow all reasonable instructions from Onecom from time to time in connection with the Products, including preparation activities that may be required to enable the Customer to receive the Products promptly or otherwise in accordance with the Contract;
 - 11.1.4 only use the Products in accordance with the Acceptable Use Policy, and the Customer shall indemnify Onecom against all legal claims, costs and expenses (including claims from Third Party Service Providers) arising from a breach of this obligation;
 - 11.1.5 comply with the OneCloud Customer Agreement and ensure that each User complies with the OneCloud User Terms;
 - 11.1.6 not resell the Products or any part thereof (unless expressly authorised to do so elsewhere in the Contract);
 - 11.1.7 comply with, and procure that all Users comply with, Applicable Law;
 - 11.1.8 comply with the published acceptable use and prohibited use policies of any Third Party Service Provider whose technology is incorporated in the Products provided to the Customer under the Contract, as notified to the Customer by Onecom from time to time. The Customer acknowledges that a breach of an applicable Third Party Service Provider policy in connection with the use of the Products may result in Onecom suspending those Products, without liability to the Customer;
 - 11.1.9 ensure that any hardware and software used by the Customer (and not provided by Onecom as part of the Products) is properly installed, fit for purpose, properly licensed and compatible with the Products;
 - 11.1.10 keep all usernames, passwords and other security information secure (and change these and comply with such other directions as Onecom considers necessary or desirable for security purposes), including any account credentials created by the Customer for use on OneCloud, any Product portal or the Website, and the Customer shall indemnify Onecom against all Charges, legal claims, costs and expenses (including claims from Third Party Service Providers) arising from a breach of this obligation;
 - 11.1.11 ensure that the contact details provided to Onecom (including those of Authorised Contacts and any contacts nominated for incident reporting) are accurate, current, and actively monitored throughout the term of the Contract, and promptly notify Onecom of any changes. Onecom's obligations in respect of response times and operational communications do not apply to delays caused by the Customer's failure to maintain such contact details;
 - 11.1.12 notify Onecom as soon as possible of any unauthorised access to its account or security details, or any actual or suspected unauthorised use of the Products of which the Customer becomes aware;
 - 11.1.13 where applicable to the Service, and where the Customer is moving from another service provider, obtain and supply to Onecom a porting / migration authorisation code;
 - 11.1.14 indemnify Onecom against all legal claims, actions, proceedings, losses, liabilities, costs and expenses (including reasonable legal costs) incurred by Onecom arising out of or in connection with any failure by the Customer to get and maintain all consents, licences, permissions, wayleaves and authorisations required for Onecom to provide the Service to a Site, including for:
 - (a) making alterations to buildings;
 - (b) accessing property;
 - (c) dealing with local authorities, landlords or owners;
 - (d) installation of the Services; and
 - (e) using the Service over the Customer's network;

- 11.1.15 with respect to Service Equipment, the Customer shall:
- (a) keep it in good working order (fair wear and tear excepted);
 - (b) not sell, charge, or part with possession of it; and
 - (c) notify Onecom immediately of any damage or fault;
- 11.1.16 provide any Onecom personnel attending Sites or other Customer premises with a safe and suitable working environment, and the Customer shall indemnify Onecom against all legal claims, costs and expenses (including personal injury claims) arising from a breach of this obligation;
- 11.1.17 not use the Products in a way which is inconsistent with good faith commercial practice to Onecom's detriment;
- 11.1.18 ensure that the Products meet its requirements prior to entering into the Contract;
- 11.1.19 where applicable to the Service, follow reasonable and proper back-up procedures for any uses of the Service and make regular backup copies of all data in accordance with good computing practice, to protect against loss or error resulting from use of the Service;
- 11.1.20 provide Onecom with such information and materials as Onecom may reasonably require to supply the Products, and ensure that such information is complete and accurate in all material respects;
- 11.1.21 provide the names and contact details of Authorised Contacts (and agree levels of authority where requested by Onecom); and
- 11.1.22 authorise Onecom to act on its behalf in all dealings with third parties in connection with any matter that enables Onecom to provide or continue to provide the Customer with the Products.
- 12 Sanction and export controls**
- 12.1 The Customer and its Users will only use the Products in countries in which they have been certified for use in accordance with Applicable Law and not in any countries listed on a Restricted Party List.
- 12.2 The Customer shall comply with all Export Control Laws and Sanctions, in both cases, in the Relevant States.
- 12.3 The Customer shall:
- 12.3.1 not knowingly do anything which may cause Onecom to breach any Export Control Laws or Sanctions;
 - 12.3.2 provide such assistance, documentation and information to Onecom as it may reasonably require in order to comply with this clause 12;
 - 12.3.3 not carry out activities in any country on a Restricted Party List;
 - 12.3.4 not sub-contract or assign the benefit of the Products or re-export, re-sell or otherwise transfer any Products to any entity based in a country on a Restricted Party List;
 - 12.3.5 keep Onecom apprised at all times of the loss, suspension or invalidation of any relevant licence, authorisation, approval or export control privileges including being placed on a Restricted Party List; and
 - 12.3.6 promptly notify Onecom in writing of any actual or potential breaches of its obligations in relation to Export Control Laws and Sanction or of it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against the Customer relating to an actual or potential breach of Export Control Laws or Sanctions.
- 12.4 The Customer shall indemnify Onecom against all liabilities, costs, expenses, damages and losses (including regulatory fines and legal costs) suffered or incurred by Onecom arising out of or in connection with any breach by the Customer of its obligations under this clause 12.
- 13 Third Party Service Provider Compliance**
- 13.1 Where Onecom provides Products that incorporate or are delivered using technology provided by a Third Party Service Provider, the Customer acknowledges that:
- 13.1.1 Onecom may pass through to the Customer any notice, direction, or restriction received from a Third Party Service Provider that affects the Customer's use of the relevant Products;
 - 13.1.2 Onecom may suspend or limit the Customer's access to Products immediately and without prior notice where required to do so by a Third Party Service Provider, without liability to the Customer; and
 - 13.1.3 Onecom does not warrant the continued availability of any Third Party Service Provider's technology and shall not be liable to the Customer for any loss or damage arising from a change to, or withdrawal of, a Third Party Service Provider's services, except to the extent expressly provided in the applicable Product Terms.
- 14 Customer Default**
- 14.1 If Onecom's performance of any of its obligations in respect of the Products is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 14.1.1 Onecom shall without limiting its other rights or remedies have the right to suspend provision and/or delivery of the Products pursuant to clause 15, 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 Onecom's performance of any of its obligations;
- 14.1.2 Onecom shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Onecom's failure or delay to perform any of its obligations as set out in this clause 14; and
- 14.1.3 the Customer shall reimburse Onecom on written demand for any costs or losses sustained or incurred by Onecom arising directly or indirectly from the Customer Default.
- 15 Suspension of Service**
- 15.1 Onecom may restrict or suspend the provision and/or delivery of the Products (in whole or in part):
- 15.1.1 for any maintenance, modification, or technical failure of the Network or Service;
 - 15.1.2 to implement a change under clause 7.5;
 - 15.1.3 to safeguard the security and integrity of the Network;
 - 15.1.4 for any breach of the Customer's obligations under the Contract, including clauses 9 or 11, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom; or
 - 15.1.5 if the Customer becomes subject to any of the events listed in clauses 17.3.2 to 17.3.10.
- 15.2 Onecom shall use reasonable endeavours to keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.
- 15.3 If Onecom restricts or suspends a Service pursuant to clauses 15.1.4 or 15.1.5:
- 15.3.1 the Customer will continue to be liable to pay the Charges for the Service; and
 - 15.3.2 Onecom may charge the Customer to start the Service again.
- 16 Liability**
- 16.1 Without prejudice to clause 14.1.3 and subject to clauses 16.3, 16.4 and 16.7:
- 16.1.1 neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill; or
 - (f) any indirect or consequential loss; and
 - 16.1.2 a party's total liability to the other arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lower of:
 - (a) £100,000; and
 - (b) the Charges paid or payable by the Customer under the Contract in the 12 months prior to the date the loss arose, or where no Charges were paid or payable in such 12-month period (i) in respect of a claim relating to Equipment or Third Party Software, the total price paid or payable for such item under the relevant Order or (ii) in respect of a claim relating to Services, the sum of £1,000.
- 16.2 The Customer's obligations to make payments to Onecom pursuant to the Contract are in addition to and will not be counted towards the limitations set out in clause 16.1.2.
- 16.3 Nothing in the Contract excludes or limits the liability of a party for:
- 16.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 16.3.2 fraud or fraudulent misrepresentation; or
 - 16.3.3 any other liability which cannot legally be excluded or limited.
- 16.4 Nothing in the Contract limits the Customer's liability in respect of any indemnification obligations in the General Terms, Product Terms or any other document forming part of the Contract.
- 16.5 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.
- 16.6 Onecom will not be liable if it fails to do something under the Contract (including not carrying out any of its obligations, carrying them out late or not meeting any service levels or delivery dates), whether or not there is a Force Majeure Event (in which case, clause 22.2 applies), to the extent that Onecom's failure is due to:

- 16.6.1 the Customer's failure to carry out, or delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Onecom for any costs and losses sustained or incurred as a result of such failure or delay;
- 16.6.2 the acts or omissions of a third party (save as set out expressly in clause 16.7 in respect of Third Party Service Providers); or
- 16.6.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.
- 16.7 To the extent that Onecom is acting as reseller in the provision of any Equipment, Third Party Software or Services:
- 16.7.1 the Customer acknowledges that it must rely entirely on the guarantees and warranties which may have been given by the third party manufacturer, software or service provider to Onecom, which Onecom will endeavour to pass on to the Customer;
- 16.7.2 Onecom's liability will be limited to such sums as it recovers from the relevant provider; and
- 16.7.3 Onecom's obligations shall be limited to managing the provision of such services by such third party and Onecom shall not be in breach of the Contract to the extent that such breach was caused, or contributed to, by the act or omission of such third party (and Onecom shall be entitled to make a reasonable additional charge for any additional services it provides to rectify the effects of the act or omission).
- 16.8 The Customer shall maintain adequate insurance cover throughout the term of the Contract having regard to the nature of the Services and its potential liabilities under the Contract, and shall produce evidence of such cover to Onecom on written request.
- 16.9 This clause 16 shall survive termination of the Contract.
- 17 Termination**
- 17.1 Either party can terminate (in which case the provisions of clause 18 shall apply) the Contract (insofar as it relates to Services and any Products provided on a recurring or subscription basis only) or (where the Customer has multiple Services) an individual Service, without cause at any time by giving Notice as follows:
- 17.1.1 The period of Notice given under this clause 17.1 shall be:
- (a) not less than 30 days where the Customer is a Small Business Customer or a Not-for-profit Customer, in respect of the Regulated Products other than DIA and Fibre Ethernet; or
- (b) not less than 90 days in all other cases, including (without limitation and notwithstanding the category of service) in respect of:
- (i) DIA and Fibre Ethernet;
- (ii) all Non-Regulated Products; and
- (iii) all Products and Services provided to a Large Business Customer,
- save where Applicable Law dictates a shorter maximum notice period or a specific termination process (including, without limitation, the porting of mobile numbers).
- 17.1.2 Any Notice given under this clause 17.1 must expire on the last day of a calendar month.
- 17.2 Without limiting its other rights or remedies, Onecom may terminate the Contract (in whole or in part) with immediate effect by giving Notice to the Customer in the event:
- 17.2.1 Onecom has suspended the provision and/or delivery of Products under clauses 15.1.4, clause 15.1.5 or pursuant to the Product Terms;
- 17.2.2 the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 9.8.2) by the Due Date and remains in default no less than 30 days after being notified in writing to make such payment; or
- 17.2.3 the Customer cancels, varies or withdraws a direct debit mandate in breach of clause 9.3.4 and fails to establish a replacement direct debit mandate within 14 days of being notified in writing to do so.
- 17.3 Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving Notice to the other party if:
- 17.3.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
- 17.3.2 the other party is unable to pay its debts as they fall due (excluding any debts which are the subject of a bona fide dispute) or admits inability to pay its debts or (being a company or limited liability partnership) 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;
- 17.3.3 the other party 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 other than (where a company) for the sole purpose of a solvent refinancing or a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 17.3.4 a resolution is passed, or an order is made, for or in connection with the winding up of the other party (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;
- 17.3.5 a creditor or encumbrancer of the other party 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 material part of its assets and such attachment or process is not discharged within 21 days;
- 17.3.6 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 other party (being a company);
- 17.3.7 the holder of a qualifying charge over the assets of the other party (being a company) has appointed an administrative receiver;
- 17.3.8 a floating charge holder over the assets of the other party has appointed an administrative receiver;
- 17.3.9 a receiver is appointed over the assets of the other party;
- 17.3.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 17.3.2 to 17.3.9 (inclusive); or
- 17.3.11 the other party suspends or ceases, or publicly announces its intention to suspend or cease, carrying on all or substantially the whole of its business.
- 18 Consequences of termination**
- 18.1 In the event a party terminates a Service where more than one Service is provided under the Contract:
- 18.1.1 The Contract shall only terminate in respect of the terminated Service, and shall continue in respect of any other Service.
- 18.1.2 Where a Customer terminates a Service under clause 17.1.1(a) by giving 30 days' Notice, such Notice shall apply only to that specific Service. All other Products within the Contract (including any accompanying Non-Regulated Products or other Services not subject to 30 days' Notice) shall remain subject to the 90-day Notice period set out in clause 17.1.1(b), and the Contract shall continue in respect of those remaining Products until the expiry of the 90-day Notice period.
- 18.2 If the Customer terminates the Contract or a Service using its rights set out in clause 17.1:
- 18.2.1 the Customer will pay Onecom the Termination Charges;
- 18.2.2 the Customer will pay Onecom all Charges that are or would have been due during the Notice period set out in clause 17.1;
- 18.2.3 for the avoidance of doubt, where a Service is terminated prior to its Service Commencement Date, the Customer's liability under clause 18.2.2 shall be limited to any One-Off Charges or other non-recurring fees that would have fallen due during the notice period, and the Customer's primary liability shall be calculated in accordance with the Termination Charges; and
- 18.2.4 where a Customer gives Notice to terminate a Service prior to the Service Commencement Date, Onecom may in its discretion waive or reduce the applicable notice period under clause 17.1 and treat the termination as taking effect on such earlier date as Onecom may specify in writing, without prejudice to the Customer's liability for Termination Charges,
- in each case in respect of the terminated Services.
- 18.3 If Onecom terminates the Contract or a Service using its rights set out in clauses 17.2 or 17.3, the Customer will pay Onecom the Termination Charges in respect of the terminated Services.
- 18.4 The Customer acknowledges that the Termination Charges reflect a genuine pre-estimate of Onecom's loss and are proportionate to Onecom's legitimate interest in the performance of the Contract, including (without limitation) Onecom's commitments to Third Party Service Providers and its loss of bargain.
- 18.5 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
- 18.5.1 the Customer will immediately stop using the relevant Service;
- 18.5.2 the Customer will immediately pay Onecom all Charges and interest due up to the date of termination;
- 18.5.3 the Customer shall, within 14 days, return all relevant Service Equipment to Onecom (at the Customer's cost and risk) in good working order; and if the Customer fails to return the Service Equipment within this period, or returns it in a damaged state, Onecom shall be entitled to charge the Customer the non-return fee (or such other replacement fee) specified in the Price Guide;

18.5.4 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

18.5.5 the following clauses shall continue in force: clause 1 (Interpretation), clause 16 (Liability), clause 18 (Consequences of termination), clause 20 (Data protection), clause 21 (Intellectual property), clause 22.5 (Confidentiality), clause 22.6 (Entire agreement), clause 22.8 (Waiver), clause 22.13 (Governing law and jurisdiction) and any clauses in the Product Terms expressly stated to survive termination.

19 Complaints

19.1 If the Customer wishes to make a complaint about the Products, the Customer agrees that it shall follow Onecom's complaints procedure detailed at <https://onecom.co.uk/complaints-procedure/> (or any other online address that Onecom advises the Customer of) (**Complaints Procedure**).

19.2 In respect of Regulated Products provided to Small Business Customers and Not-for-profit Customers only: If a complaint is not resolved within 6 weeks, the Customer may have the right to refer the matter to Cisas for independent review at no cost, as set out in the Complaints Procedure.

20 Data protection

20.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Onecom is the Processor when providing the Customer with Services pursuant to the Contract.

20.3 The following table sets out the scope, nature and purpose of processing by Onecom, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

Subject matter	The processing of the Data Subjects' Personal Data in order to provide the Customer with Services pursuant to the Contract.
Duration	The duration required for the performance of the Contract.
Categories of data	Any Personal Data transferred by the Customer to Onecom under this Contract, including, but not limited to: <ul style="list-style-type: none"> • title; • full name; • job title; • telephone numbers and other contact details; • where applicable, details related to use of the Services (which may include: description, duration, number of calls, destination of call, where the call is made from (e.g. mobile or fixed line), date and time of call, caller's location, call recipient's location, recipient's telecoms provider); • where required for the provision of specific Services, Special Category Personal Data as identified in the applicable Service Terms; and • where relevant to the Service, recordings and transcripts of interactions with automated or AI-assisted systems, AI-generated analysis outputs (such as summaries, sentiment scores, and intent classifications), and any Personal Data contained within the content of such interactions or passed to such systems through connected platforms.
Categories of Data Subjects	Employees and staff of the Customer (or such other persons authorised by the Customer to make use of the Services) (Customer Staff). Recipients of calls made by Customer Staff and those who contact Customer Staff using the Services.
Nature of processing	Storing and using the information to fulfil the Contract.
Purposes of processing	To provide the Customer with Services pursuant to the Contract.

20.4 Without prejudice to the generality of clause 20.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of any Personal Data to and by Onecom for the duration and purposes of the Contract, and will transfer to Onecom only the Personal Data that Onecom requires in order to perform its obligations under the Contract. Where the Customer instructs Onecom to process Special Category Personal Data, the Customer further warrants that a valid condition under Article 9(2) of the UK GDPR is satisfied in respect of each such processing activity and that all obligations arising from or associated with that condition have been fulfilled.

20.5 Without prejudice to the generality of clause 20.1, Onecom shall, in relation to any Personal Data processed by Onecom as Processor in connection with the Contract:

20.5.1 process the Personal Data only in accordance with the Contract or on the documented instructions of the Customer unless Onecom is required by Applicable Law to otherwise process that Personal Data. Where Onecom is relying on Applicable Law as the basis for

processing Personal Data, Onecom shall notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Onecom from so notifying the Customer. Onecom shall inform the Customer if, in the opinion of Onecom, any of its instructions infringes or may infringe Data Protection Legislation;

20.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

20.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

20.5.4 assist the Customer, insofar as this is possible (taking into account the nature of processing and the information available to Onecom), at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

20.5.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

20.5.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data. For the purposes of this clause 20.5.6, Personal Data shall be considered deleted where it is put beyond further use by Onecom; and

20.5.7 maintain records to demonstrate its compliance with this clause 20 and allow for the Customer or the Customer's designated auditors to review, audit and inspect such records for the purposes of verifying such compliance.

20.6 The Customer hereby provides its prior, general authorisation for Onecom to:

20.6.1 appoint third-party processors of Personal Data (**Sub-Processors**). Onecom confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 20. As between the Customer and Onecom, Onecom shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 20.6; and

20.6.2 transfer Personal Data outside of the UK or EEA as required for the purposes as described in clause 20.3, provided that Onecom ensures that all such transfers are effected in accordance with Data Protection Legislation.

20.7 The Customer acknowledges that certain Services involve third party processing where a Third Party Service Provider processes Personal Data directly on behalf of the Customer. In such circumstances, the Third Party Service Provider is the Processor and Onecom is not a processor of that data. Onecom shall not be liable for any failure of a Third Party Service Provider to process such Personal Data in accordance with Data Protection Legislation, and the Customer's sole remedy shall be against the Third Party Service Provider.

20.8 Onecom may, at any time on not less than 30 days' notice (pursuant to clause 22.7.2), revise this clause 20 (in whole or in part) or update, amend and/or enhance the data protection provisions of this Contract (in whole or part) to incorporate any applicable controller to processor standard clauses or similar terms in each case adopted under the Data Protection Legislation or forming part of an applicable approved certification scheme under Data Protection Legislation or otherwise to comply with Data Protection Legislation.

20.9 Onecom may aggregate and irreversibly anonymise data generated through the provision and use of the Products. Once such data has been irreversibly anonymised so that re-identification of any individual is not reasonably possible, it ceases to constitute Personal Data and falls outside the scope of Data Protection Legislation. Onecom may retain, use, share, and commercialise such aggregated and anonymised data for any lawful purpose, including product development, benchmarking, analytics, training of AI models, market intelligence, and the development of insights or derived data products. The Customer acknowledges and agrees that no individually identifiable data, and no data identifying the Customer or any of its users, will be retained for these purposes beyond the applicable retention period.

20.10 The Customer shall indemnify Onecom against all losses, claims, damages, penalties and costs (including reasonable legal costs) suffered or incurred by Onecom arising from any failure by the Customer to comply with its obligations under this clause 20, except to the extent that such losses arise from or are contributed to by Onecom's own breach of its obligations under this clause 20 or its negligence. For the avoidance of doubt, this indemnity shall not extend to any regulatory fine or penalty imposed on Onecom in respect of Onecom's own breach of its processor obligations.

21 Intellectual property

- 21.1 All Intellectual Property Rights in or arising out of or in connection with the Products shall be owned by Onecom or its licensors.
- 21.2 If the Customer's use of the Products infringes, or allegedly infringes, a third party's Intellectual Property Rights, Onecom will indemnify the Customer for court awarded damages payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from the use by the Customer of the Services (excluding any Network elements or Third Party Software) provided the Customer:
- 21.2.1 notifies Onecom promptly about the Claim;
 - 21.2.2 allows Onecom to conduct and have sole control over all negotiations and proceedings and to settle the Claim at Onecom's sole discretion;
 - 21.2.3 provides Onecom with its reasonable assistance regarding the Claim; and
 - 21.2.4 does not attempt to settle the Claim or make any admission or public statement relating to it, or do anything that may harm Onecom's defence of it.
- 21.3 The indemnity in clause 21.2 will not apply to any part of a Claim that results from or is connected with:
- 21.3.1 the Customer's use of the Products with equipment, software or another service not supplied by Onecom;
 - 21.3.2 any modification of the Products, other than by or on behalf of Onecom;
 - 21.3.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
 - 21.3.4 the Customer using the Products in a way not agreed in writing by Onecom.
- 21.4 The Customer will indemnify Onecom for Claims, losses, costs or liabilities brought against Onecom that result from or are connected with the Customer's (or its Users') acts, omissions, or negligence in relation to:
- 21.4.1 the Customer's use of the Products with equipment, software or another service not supplied by Onecom;
 - 21.4.2 any modification of the Products, other than by or on behalf of Onecom;
 - 21.4.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
 - 21.4.4 the Customer using the Products in a way not permitted by the Contract.
- 21.5 If using the Products leads, or is likely (in Onecom's reasonable opinion) to lead, to a Claim against the Customer as described in clause 21.2, Onecom may (at its own expense):
- 21.5.1 procure the right to continue the Customer's use of the Products; or
 - 21.5.2 modify or replace the relevant parts of the Products so that using the Products no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Products is not materially affected.
- 21.6 The indemnity in clause 21.2 and the actions in clause 21.5 are the Customer's only remedies for Claims that use of the Products infringes a third party's Intellectual Property Rights.
- 21.7 The party seeking to rely on an indemnity under this clause 21 shall take all reasonable steps to mitigate the losses, costs, and expenses it incurs.

22 General

22.1 Anti-bribery

Each party will comply in all respects with the Bribery Act 2010 and other relevant Applicable Law, regulations and sanctions relating to anti-bribery and anti-corruption. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.

22.2 Anti-slavery and human trafficking

- 22.2.1 In performing its obligations under the Contract, each party shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.
- 22.2.2 Each party represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

22.3 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract in respect of the affected Service immediately by giving Notice to the affected party.

22.4 Assignment and other dealings

- 22.4.1 Onecom may at any time assign, transfer, mortgage, 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.
- 22.4.2 The Customer shall not, without the prior written consent of Onecom (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

22.5 Confidentiality

- 22.5.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 22.5.2.
- 22.5.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 22.5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

22.6 Entire agreement

- 22.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.6.2 The Customer acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, promise, representation, assurance or warranty made or given (whether innocently or negligently) by or on behalf of Onecom that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 22.6.3 Onecom's employees or agents are not authorised to make any representations concerning the Services unless confirmed by Onecom in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

22.7 Variation

- 22.7.1 The provisions in this clause 22.7 are without prejudice to the respective rights of the parties (including Onecom's rights to make changes to Services and/or Charges) as set out elsewhere in the Contract.
- 22.7.2 This clause 22.7.2 applies to Large Business Customers only. Onecom may amend the Contract at any time by:
 - (a) publishing the amendment online at <https://onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of); and/or
 - (b) by giving Notice to the Customer.
- 22.7.3 This clause 22.7.3 applies to Small Business Customers and Not-for-profit Customers only. Onecom may amend the Contract at any time in the event such changes are required by Applicable Law or are administrative in nature by:
 - (a) publishing the amendment online at <https://onecom.co.uk/pricing> and/or <https://onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of); or
 - (b) giving Notice to the Customer.
- 22.7.4 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22.8 Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- 22.8.1 waive that or any other right or remedy; or

22.8.2 prevent or restrict the further exercise of that or any other right or remedy.

22.9 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

22.10 Notices

22.10.1 Save where specified otherwise, any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered to the other party personally; or
- (b) sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in an Order (where sent by Onecom); or
- (c) sent by email to legal@onecom.co.uk (where sent by the Customer) or to the email address set out in the Order Form or, for Online Orders, provided by the Customer during the checkout process (where sent by Onecom),

or such other address or email address as a party may have specified to the other party in writing in accordance with this clause.

22.10.2 Any notice or other communication shall be deemed to have been duly received: (i) if delivered personally when left at such address; (ii) if sent by prepaid post or recorded delivery at 9.00 am on the second Business Day after posting; (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (iv) if sent by email one Business Day after transmission.

22.10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22.11 Third party rights

No one other than a party to the Contract shall have any right to enforce any of its terms.

22.12 Counterparts

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

22.13 Electronic execution

The Customer agrees that the Contract may be entered into electronically and that electronic acceptance (for example, by clicking 'Pay Now' on the Website, completing the checkout process, or using an electronic signature) shall have the same legal force and effect as signing the Contract in writing.

22.14 Governing law and jurisdiction

The 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.