

**These General Terms apply to Products ordered by individuals for purposes which are wholly or mainly outside any trade, business, craft or profession.**

**These General Terms are the terms on which Onecom will supply Products to you, the Customer. Please read these terms and conditions carefully before you submit your Order to Onecom. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.**

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| <p><b>1 Interpretation</b></p> <p>The following definitions and rules of interpretation apply in these General Terms.</p> <p><b>1.1 Definitions</b></p> <p><b>Acceptable Use Policy</b> Onecom's acceptable use policy, a copy of which can be found at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p> <p><b>Affiliate</b> any entity that directly or indirectly controls, is controlled by, or is under common control with another entity</p> <p><b>Applicable Law</b> the laws of England and Wales and any other laws and regulations that apply to providing or receiving Services</p> <p><b>Authorised Contacts</b> individuals authorised to act on behalf of the Customer in relation to the Products</p> <p><b>Business Day</b> a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business</p> <p><b>Business Hours</b> 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><b>Charges</b> together the:</p> <ul style="list-style-type: none"> <li>(a) Recurring Charges;</li> <li>(b) One-Off Charges (if any);</li> <li>(c) Variable Charges (where applicable); and</li> <li>(d) any other fees or charges payable by the Customer as detailed in the Price Guide.</li> </ul> <p><b>Claim</b> 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><b>Contract</b> 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"> <li>(a) the Order Form;</li> <li>(b) the applicable Product Terms;</li> <li>(c) the General Terms; and</li> <li>(d) any other documents or terms expressly referenced as being incorporated into the Contract within the above documents</li> </ul> <p><b>Customer</b> the party identified as the Customer in an Order</p> <p><b>Discount</b> 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><b>Discount Period</b></p> <ul style="list-style-type: none"> <li>(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 Commencement Date of the relevant Service or Service Element; and</li> <li>(b) in respect of a Discount applied to a One-Off Charge, the point in time at which such One-Off Charge is incurred.</li> </ul> <p><b>Effective Date</b> the date the Contract becomes legally binding as specified in clause 7.2</p> <p><b>Equipment</b> Purchased Equipment, Service Equipment, and/or Loan Equipment</p> <p><b>Equipment and Software Terms</b> 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 <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p> | <p><b>Estimated Service Commencement Date</b> 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><b>Force Majeure Event</b> an event or circumstance beyond a party's reasonable control</p> <p><b>General Terms</b> Onecom's standard 'General Terms – Personal Use' (as amended from time to time), a copy of which can be found at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a></p> <p><b>Goods</b> the Purchased Equipment and/or Third Party Software</p> <p><b>Intellectual Property Rights</b> 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><b>Investment</b> Subsidy</p> <p><b>Loan Equipment</b> 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><b>Minimum Term</b> the minimum term in respect of a Service as specified in the Order Form</p> <p><b>Network</b> the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Service Providers</p> <p><b>OneCloud</b> Onecom's online portal</p> <p><b>OneCloud Customer Agreement</b> the OneCloud customer agreement (as updated from time to time) a copy of which can be found at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a> and which shall be accepted by the Customer on first use of OneCloud</p> <p><b>OneCloud User Terms</b> the OneCloud user terms (as updated from time to time) a copy of which can be found at <a href="https://www.onecom.co.uk/terms-and-conditions/">https://www.onecom.co.uk/terms-and-conditions/</a> and which shall be accepted by the Customer on first use of OneCloud</p> <p><b>Onecom</b> 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</p> <p><b>Onecom Group</b> Onecom Limited (company number 04031272) and any Affiliate of it from time to time</p> <p><b>One-Off Charges</b> the non-recurring charges payable by the Customer in relation to Products as specified in the Order Form</p> <p><b>Online Order</b> an order for Products placed by the Customer via the Website or OneCloud</p> <p><b>Order</b> an order (including a pre-order) for Products placed by the Customer and accepted by Onecom in accordance with clause 7</p> <p><b>Order Form (or Commercial Terms)</b> as applicable:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) for Online Orders, the digital summary of the transaction provided to the Customer at the</li> </ul> |
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Customer Services, Onecom House, 4400 Parkway, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

- 5.2 If Onecom has to contact the Customer, it shall do so by telephone or by writing to the email address or postal address provided by the Customer and set out in the Order or, for Online Orders, provided by the Customer during the checkout process.

## 6 Customer's statutory right to change their mind

- 6.1 The Customer has the right to change their mind and cancel the Contract within 14 days.
- 6.2 Cancellation period
- 6.2.1 For Goods-only Contracts: the Customer has 14 days after the day the Customer (or someone the Customer nominates) receives the Goods.
- 6.2.2 For Services-only Contracts: the Customer has 14 days after the day Onecom accepts the Order under clause 7.2. However, if the Customer requests that Onecom starts providing the Services during this period, the Customer must pay Onecom for the Services provided up until the time the Customer tells Onecom that they have changed their mind.
- 6.2.3 For Contracts including both Goods and Services: your right to cancel the Services is linked to the Goods. Your 14-day period to cancel both the Goods and Services ends 14 days after the day you (or someone you nominate) receive the Goods.
- 6.3 Exercising the right to cancel
- 6.3.1 To exercise the right to cancel, the Customer must inform Onecom of their decision to cancel the Contract by a clear statement (e.g. in an email). The Customer can use the model cancellation form set out at the end of these General Terms, but it is not obligatory.
- 6.3.2 To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning the exercise of their right to cancel before the cancellation period has expired.
- 6.4 Returns and refunds
- 6.4.1 If the Customer cancels the Contract, Onecom will reimburse the Customer for all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer has chosen a type of delivery other than the least expensive type of standard delivery offered by Onecom).
- 6.4.2 For Services: Onecom may make a deduction from the reimbursement for an amount for the supply of the Services for the period for which they were supplied, ending with the time the Customer advised Onecom to cancel the Contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 6.4.3 For Goods: If the Customer cancels an order for Goods, they must return them in accordance with the Equipment and Software Terms and will be responsible for the direct costs of returning the Goods (unless Onecom agrees to cover this). Onecom may reduce the refund if the Customer has handled the Goods in a way that would not be acceptable in a shop (e.g. if the device has been powered on, a SIM has been inserted, or the packaging is damaged). See the Equipment and Software Terms for additional provisions.
- 6.4.4 Onecom will provide a refund within 14 days of the Customer telling Onecom they have changed their mind (or 14 days after Onecom receives the Goods back). Onecom will refund by the method used for payment.

## 7 Commencement and duration of Contract

- 7.1 The Contract becomes legally binding on the Effective Date and shall:
- 7.1.1 in respect of Services and any Products provided on a recurring or subscription basis, continue until terminated by either party in accordance with the terms of the Contract; and
- 7.1.2 in respect of Purchased Equipment, continue until the Purchased Equipment has been delivered and the Customer has paid all applicable Charges in full.
- 7.2 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:
- 7.2.1 in respect of Services: when Onecom sends a written confirmation of acceptance to the Customer; and
- 7.2.2 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).
- 7.2.3 Notwithstanding the above, Onecom may at its discretion signify acceptance by dispatching the Purchased Equipment or commencing the provision of the Services.

## 8 Minimum Term

- 8.1 The commencement of the Minimum Term in respect of a Service shall be determined as follows:
- 8.1.1 where an Order is for a single Service, the Minimum Term for that Service commences on its Service Commencement Date; or

- 8.1.2 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.

- 8.2 The duration of the Minimum Term may be different for each Service in an Order.

- 8.3 The Minimum Term of a Service shall end on the earlier of:

- 8.3.1 expiry of the Minimum Term applicable to that Service as set out in the Order; or

- 8.3.2 termination of that Service or the Contract in accordance with the terms of the Contract.

- 8.4 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.

## 9 Subsidy

- 9.1 In the event Onecom provides the Customer with any Subsidy, the Customer agrees to comply with the Subsidy Terms.

## 10 Commencement and performance of Services

- 10.1 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:

- 10.1.1 adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or

- 10.1.2 cancel the applicable Service (or Service Element), subject to any applicable Termination Charges that may be payable by Customer.

- 10.2 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 11.

- 10.3 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.

- 10.4 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).

- 10.5 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:

- 10.5.1 are necessary to comply with any Applicable Law or safety requirement;

- 10.5.2 result from a change to the Services or specifications made by an underlying third-party supplier; or

- 10.5.3 do not materially affect the nature or quality of the Services.

- 10.6 Onecom shall use reasonable endeavours to provide the Customer with 30 days' prior notice of any such change where practicable.

## 11 Charges

- 11.1 The Customer will pay and is responsible for the Charges, whether the Products are used by the Customer or someone else.

- 11.2 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.

- 11.3 Where an Order Form specifies a Discount:

- 11.3.1 the Discount shall apply only for the duration of the Discount Period; and

- 11.3.2 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 11.10).

- 11.4 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.

- 11.5 The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Products.

- 11.6 Any Variable Charges (where applicable) will be calculated on usage information recorded by or on behalf of Onecom.

- 11.7 Unless stated otherwise in an Order, the Charges are inclusive 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 Service.
- 11.8 Onecom reserves the right to charge the Customer for reasonable and foreseeable costs incurred (such as failed delivery charges or engineer visit fees) if:
- 11.8.1 the Customer requests changes to the Order (such as changes to delivery dates, quantities, or specifications) after the Contract has been formed; or
- 11.8.2 Onecom is delayed in performing its obligations because the Customer provided inaccurate or incomplete information or failed to follow Onecom's reasonable instructions.
- 11.9 Subject to clause 11.10, Onecom may amend the Charges in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the Office for National Statistics' (or such other body to which the functions of that office may be transferred) UK Consumer Prices Index (CPI) rate for December of the previous year (published in January) plus 3.9%. If the CPI rate is negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Onecom may use a substituted index published by that office for that month. As an example:
- Based on a) an increase of 7.3% being the CPI rate for December 2025 of 3.4% plus 3.9%, and b) Charges of £50 per month, the Customer's Charges would increase to (£50.00 x 1.073) £53.65 from its first April invoice. Following price increases would be calculated on the relevant CPI rate, but assuming the same rate, the Customer's Charges would increase to (£53.65 x 1.073) £57.57 from its second April invoice.*
- 11.10 For Contracts entered into:
- 11.10.1 on or after 17 January 2025, Onecom may amend (i) the Recurring Charges as detailed in the Order Form and (ii) all other Charges in accordance with clause 11.9; and
- 11.10.2 prior to 17 January 2025, Onecom may amend the Charges in accordance with clause 11.9.
- 12 Invoicing and payment**
- 12.1 Unless stated otherwise in the Order Form or applicable Product Terms, Onecom shall invoice the Customer for:
- 12.1.1 the Recurring Charges monthly, quarterly or annually (as may be applicable) in advance;
- 12.1.2 the One-Off Charges (if any) on or at any time after an Order;
- 12.1.3 the Variable Charges (if any) monthly in arrears; and
- 12.1.4 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.
- 12.2 Onecom will invoice, and the Customer will pay, in pounds sterling.
- 12.3 Payment
- 12.3.1 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 7.2.
- 12.3.2 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.
- 12.3.3 The Customer is required to maintain a valid direct debit mandate in favour of Onecom for the duration of the Contract. If the Customer cancels or withdraws a direct debit mandate, Onecom will contact the Customer to arrange reinstatement or an alternative payment method. If the Customer does not establish a replacement direct debit mandate or agree an alternative payment method acceptable to Onecom within 14 days of being notified, Onecom may:
- (a) require the Customer to pay all outstanding and future Charges by an alternative method, subject to the payment processing fee set out in the Price Guide; and
- (b) if Charges remain unpaid as a result of the cancelled mandate, exercise its rights under clause 12.6.
- 12.3.4 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.
- 12.4 Without prejudice to clause 12.3, 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.
- 12.5 Onecom may with the Customer's permission 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:
- 12.5.1 notify the Customer that no further credit will be allowed;
- 12.5.2 require all Charges owing by the Customer to Onecom to be paid immediately;
- 12.5.3 require the Customer to pay Charges in advance;
- 12.5.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
- 12.5.5 require the Customer to pay a deposit.
- 12.6 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:
- 12.6.1 cancel any Order or suspend any further provision of Products to the Customer;
- 12.6.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom;
- 12.6.3 restrict or suspend the Service as set out in clause 16;
- 12.6.4 charge a late payment charge as detailed in the Price Guide;
- 12.6.5 where title to Equipment has not passed to the Customer in accordance with the Contract, blacklist such Equipment on the Central Equipment Identity Register (rendering the cellular functionality of the Equipment unusable) until all overdue amounts are paid in full; and/or
- 12.6.6 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.
- 12.7 The Customer will pay all reasonable costs that Onecom incurs when recovering any overdue amount, including debt collection agency and legal costs.
- 12.8 If the Customer disputes the amount of any Onecom invoice in good faith and on bona fide grounds:
- 12.8.1 the Customer shall pay any undisputed portion of the invoice by the Due Date;
- 12.8.2 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;
- 12.8.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 12.6.6; and
- 12.8.4 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.
- 12.9 Any invoice which is not disputed in accordance with clause 12.8 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.
- 13 Onecom obligations**
- 13.1 Onecom shall:
- 13.1.1 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;
- 13.1.2 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;
- 13.1.3 comply with Applicable Law;
- 13.1.4 provide information relating to the Customer's use of the Services to authorities, regulators and law enforcement agencies, if required by Applicable Law; and
- 13.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.
- 14 Customer obligations**
- 14.1 The Customer shall:
- 14.1.1 ensure that an Order is complete and accurate;

- 14.1.2 co-operate with Onecom in all matters relating to the Products;
  - 14.1.3 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;
  - 14.1.4 only use the Products in accordance with the Acceptable Use Policy, and the Customer will be responsible for any reasonable and foreseeable costs, losses or expenses Onecom incurs as a direct result of the Customer's failure to comply with this obligation;
  - 14.1.5 comply with the OneCloud Customer Agreement and ensure that each User complies with the OneCloud User Terms;
  - 14.1.6 not resell the Products or any part thereof (unless expressly authorised to do so elsewhere in the Contract);
  - 14.1.7 comply with, and procure that all Users comply with, Applicable Law;
  - 14.1.8 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;
  - 14.1.9 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 or the Website, and the Customer will be responsible for any reasonable and foreseeable costs, losses or expenses Onecom incurs as a direct result of the Customer's failure to comply with this obligation;
  - 14.1.10 notify Onecom as soon as possible of any unauthorised access to its account or security details;
  - 14.1.11 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;
  - 14.1.12 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;
  - 14.1.13 provide any Onecom personnel attending Sites or other Customer premises with a safe and suitable working environment, and the Customer will be responsible for any reasonable and foreseeable costs, losses or expenses Onecom incurs as a direct result of the Customer's failure to comply with this obligation;
  - 14.1.14 not use the Products in a way that is unreasonable or harmful to Onecom;
  - 14.1.15 ensure that the Products meet its requirements prior to entering into the Contract;
  - 14.1.16 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;
  - 14.1.17 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;
  - 14.1.18 provide the names and contact details of Authorised Contacts (and agree levels of authority where requested by Onecom); and
  - 14.1.19 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.
- 15 Customer Default**
- 15.1 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**):
    - 15.1.1 Onecom shall without limiting its other rights or remedies have the right to suspend provision and/or delivery of the Products pursuant to clause 16, 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;
    - 15.1.2 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 15; and
    - 15.1.3 the Customer shall reimburse Onecom on written demand for the reasonable and foreseeable costs or losses sustained or incurred by Onecom as a direct result of the Customer Default.
- 16 Suspension of Service**
- 16.1 Onecom may restrict or suspend the provision and/or delivery of the Products (in whole or in part):
    - 16.1.1 for any maintenance, modification, or technical failure of the Network or Service;
    - 16.1.2 to implement a change under clause 10.5;
    - 16.1.3 to safeguard the security and integrity of the Network; or
    - 16.1.4 for any breach of the Customer's obligations under the Contract, including clauses 12 or 14, or any failure to pay Onecom pursuant to the terms of any other contract between the Customer and Onecom.
  - 16.2 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.
  - 16.3 If Onecom restricts or suspends a Service pursuant to clause 16.1.4:
    - 16.3.1 the Customer will continue to be liable to pay the Charges for the Service; and
    - 16.3.2 Onecom may charge the Customer to start the Service again.
- 17 Liability**
- 17.1 Nothing in this Contract affects the Customer's statutory rights under the Consumer Rights Act 2015.
  - 17.2 Without prejudice to clause 15.1.3 and subject to clauses 17.4, 17.5 and 17.8:
    - 17.2.1 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
    - 17.2.2 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) £100,000.00; and
      - (b) the Charges paid or payable 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 items under the relevant Order or (ii) in respect of a claim relating to Services, the sum of £1,000.
  - 17.3 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 17.2.2.
  - 17.4 Nothing in the Contract excludes or limits the liability of a party for:
    - 17.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
    - 17.4.2 fraud or fraudulent misrepresentation; or
    - 17.4.3 any other liability which cannot legally be excluded or limited.
  - 17.5 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.
  - 17.6 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.
  - 17.7 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 25.1 applies), to the extent that Onecom's failure is due to:
    - 17.7.1 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;
    - 17.7.2 the acts or omissions of a third party (other than Onecom's subcontractors or suppliers); or
    - 17.7.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

- 17.8 To the extent that Onecom is acting as reseller in the provision of any Equipment, Third Party Software or Services:
- 17.8.1 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;
  - 17.8.2 Onecom's liability will be limited to such sums as it recovers from the relevant provider; and
  - 17.8.3 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).
- 17.9 This clause 17 shall survive termination of the Contract.
- 18 Customer rights to end the Contract**
- 18.1 The Customer may end the Contract by contacting Onecom in accordance with clause 5.1 if:
- 18.1.1 Onecom has advised the Customer about an upcoming change to these General Terms which is materially detrimental to the Customer;
  - 18.1.2 Onecom has advised the Customer about an error in the price or description of the Services the Customer has ordered and the Customer does not wish to proceed;
  - 18.1.3 the Customer has a legal right to end the Contract because of something Onecom has done wrong; or
  - 18.1.4 Onecom 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.
- 18.2 The Customer can terminate without cause the Contract in its entirety, or (where the Customer has multiple Services and does not wish to terminate the Contract in its entirety) an individual Service, at any time by giving written notice to Onecom of not less than 30 days, such notice to expire on the last day of a calendar month, whereupon the provisions of clause 20 shall apply.
- 19 Onecom rights to end the Contract**
- 19.1 Onecom may terminate the Contract by giving the Customer no less than 30 days' written notice, provided that such notice shall not expire before the end of the Minimum Term.
- 19.2 Onecom may terminate the Contract (in whole or in part) with immediate effect by giving notice to the Customer in the event:
- 19.2.1 Onecom has suspended the provision and/or delivery of the Products under clause 16.1.4 or pursuant to the Product Terms; or
  - 19.2.2 the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 12.8.2) by the Due Date and remains in default no less than 30 days after being notified in writing to make such payment; or
  - 19.2.3 the Customer 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.
- 20 Consequences of termination**
- 20.1 Nothing in this Contract affects the Customer's statutory rights under the Consumer Rights Act 2015.
- 20.2 Termination of an individual Service shall not automatically terminate any other Service or Product under the Contract. Each Service must be terminated individually in accordance with its respective notice period.
- 20.3 For the avoidance of doubt, giving notice to terminate a Service does not terminate the Customer's obligation to pay any outstanding Charges for Purchased Equipment or hardware, which shall remain a debt due and payable in full.
- 20.4 If the Customer terminates the Contract or a Service using its rights set out in clause 18.2, the Customer will pay Onecom:
- 20.4.1 the Termination Charges; and
  - 20.4.2 all Charges that are or would have been due during the notice period set out in clause 18.2.
- in each case in respect of the terminated Services.
- 20.5 If Onecom terminates the Contract or a Service using its rights set out in clause 19.2, the Customer will pay Onecom the Termination Charges in respect of the terminated Services.
- 20.6 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.
- 20.7 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
- 20.7.1 the Customer will immediately stop using the relevant Service;
  - 20.7.2 the Customer will immediately pay Onecom all Charges and interest due up to the date of termination;
  - 20.7.3 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 may charge the Customer a reasonable non-return or replacement fee as specified in the Price Guide;
  - 20.7.4 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
  - 20.7.5 the following clauses shall continue in force: clause 1 (Interpretation), clause 17 (Liability), clause 20 (Consequences of termination), clause 23 (Data protection), clause 24 (Intellectual property), clause 25.3 (Waiver) and clause 25.7 (Governing law and jurisdiction).
- 21 Changes to the Contract**
- 21.1 The provisions in this clause 21 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 21.2 Without prejudice to clause 11.9, Onecom may amend the Contract at any time in the event such changes are required by Applicable Law or are administrative in nature by either:
- 21.2.1 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
  - 21.2.2 by giving notice in writing to the Customer.
- 21.3 No other variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 22 Complaints**
- 22.1 If the Customer wishes to make a complaint about the Services, 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).
- 22.2 If the parties have not reached an agreed resolution within 8 weeks of the Customer raising its complaint, or if the parties agree they are at 'deadlock,' the Customer has the statutory right to refer the matter to Cisas for independent review at no cost to the Customer, as further detailed in Onecom's complaints procedure.
- 23 Data protection**
- 23.1 The Customer's personal data will be used in line with Onecom's Privacy Policy.
- 24 Intellectual property**
- 24.1 All Intellectual Property Rights in or arising out of or in connection with the Products shall be owned by Onecom or its licensors.
- 24.2 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 not owned by Onecom) provided the Customer:
- 24.2.1 notifies Onecom promptly about the Claim;
  - 24.2.2 allows Onecom to conduct and have sole control over all negotiations and proceedings and to settle the Claim at Onecom's sole discretion;
  - 24.2.3 provides Onecom with its reasonable assistance regarding the Claim; and
  - 24.2.4 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.
- 24.3 The indemnity in clause 24.2 will not apply to any part of a Claim that results from or is connected with:
- 24.3.1 the Customer's use of the Products with equipment, software or another service not supplied by Onecom;
  - 24.3.2 any modification of the Products, other than by or on behalf of Onecom;
  - 24.3.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
  - 24.3.4 the Customer using the Products in a way not agreed in writing by Onecom.
- 24.4 The Customer will be responsible for any reasonable and foreseeable losses, costs or expenses incurred by Onecom that result from or are connected with:
- 24.4.1 the Customer's use of the Products with equipment, software or another service not supplied by Onecom;
  - 24.4.2 any modification of the Products, other than by or on behalf of Onecom;

- 24.4.3 any content, designs or specifications that have not been supplied by or on behalf of Onecom; or
- 24.4.4 the Customer using the Products in a way not permitted by the Contract.
- 24.5 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 24.2, Onecom may (at its own expense):
  - 24.5.1 procure the right to continue the Customer's use of the Products; or
  - 24.5.2 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.
- 24.6 The indemnity in clause 24.2 and the actions in clause 24.5 are the Customer's only remedies for Claims that use of the Products infringes a third party's Intellectual Property Rights.
- 24.7 The party seeking to rely on an indemnity under this clause 24 shall take all reasonable steps to mitigate the losses, costs, and expenses it incurs.

## 25 General

### 25.1 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 written notice to the affected party.

### 25.2 Assignment and other dealings

- 25.2.1 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.
- 25.2.2 The Customer shall not, without the prior written consent of Onecom assign any of its rights or obligations under the Contract.

### 25.3 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:

- 25.3.1 waive that or any other right or remedy; or
- 25.3.2 prevent or restrict the further exercise of that or any other right or remedy.

### 25.4 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.

### 25.5 Third party rights

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

### 25.6 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.

### 25.7 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.

**Onecom Model Cancellation Form**

**Complete and return this form only if you wish to withdraw from the Contract**

To: Onecom Limited  
Onecom House  
4400 Parkway  
Whiteley  
Fareham  
PO15 7FJ

Telephone: 03300 888 999  
Email: care@onecom.co.uk

I/We [\*] hereby give notice that I/we [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*]:

.....  
.....  
.....  
..... (description of products)

Ordered on [\*]/received on [\*]:.....(dates)

Name of consumer(s):.....

Address of consumer(s):.....

Signature of consumer(s) (only if this form is notified on paper).....

Date:.....

[\*] Delete as appropriate