

onecom

**Gradwell Standard Terms
(Version 5.0 – Onecom
Integration Edition)**

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1 Introduction and Order of Precedence

- 1.1 This Version 5.0 of the Gradwell Standard Terms (“**Version 5.0**”) has been issued following the assignment of legacy Gradwell contracts to Onecom Limited.
- 1.2 These terms are designed to align the Customer’s legacy Gradwell contract terms with Onecom’s standard commercial and operational framework while maintaining the core of the original service provision.
- 1.3 Version 5.0 is comprised of two parts:
 - 1.3.1 the “**Integration Schedule**”, being the specific amendments set out in clauses 2 to 15 below; and
 - 1.3.2 the Gradwell Standard Terms Version 4.0 and applicable Annexes (the “**Legacy Terms**”).
- 1.4 Version 5.0 applies to all Customers who have signed a Onecom Order Form referencing these terms.
- 1.5 Unless specifically amended by the Integration Schedule, the Legacy Terms continue to apply to the Services.
- 1.6 In the event of any conflict or inconsistency between the documents making up the Contract, the following order of precedence shall apply:
 - 1.6.1 the Onecom Order Form;
 - 1.6.2 the Integration Schedule;
 - 1.6.3 the Annexes; and
 - 1.6.4 the Legacy Terms.

Integration Schedule

With effect from the date of the Onecom Order Form, the Legacy Terms are amended as follows:

2 Contracting Entity and Successor in Title

- 2.1 All references to “Gradwell Communications Limited”, “Gradwell”, “we”, “us”, or “our” shall be deemed to refer to Onecom Limited (company no. 04031272) (“**Onecom**”). Onecom Limited has assumed all rights and obligations of the provider following the assignment of the Contract.

3 Account Alignment

- 3.1 By signing a Onecom Order Form referencing these Version 5.0 terms, the Customer agrees that their entire service estate, comprising all existing services previously assigned from Gradwell to Onecom and the incremental services ordered herein, shall be governed exclusively by Version 5.0. These terms supersede and replace all prior versions of the Gradwell Standard Terms and Annexes.

4 Definitions

- 4.1 “**Charges**” shall be read as “**Recurring Charges**”, “**One-Off Charges**”, or “**Variable Charges**”, each as defined in the Onecom General Terms, as the context requires, including all fees listed in the Price Guide.
- 4.2 “**Control Panel**” shall be read as “**OneCloud**”, as defined in the Onecom General Terms (where applicable to the provisioning or management of Services).

- 4.3 “**Minimum Contract Period**” shall be read as “**Minimum Term**”, as defined in the Onecom General Terms.
- 4.4 “**Not-for-profit Customer**” means a Customer which is a body for which (as at the Effective Date) no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) 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.
- 4.5 “**Onecom General Terms**” means Onecom’s ‘General Terms – Business’, which can be found at <https://www.onecom.co.uk/terms-and-conditions/> (or any other online address that Onecom advises the Customer of).
- 4.6 “**Order Confirmation**”, “**Quotation**”, or “**e-Sales**” shall be read as “**Order Form**”, as defined in the Onecom General Terms.
- 4.7 “**Price Guide**” means the Onecom Price Guide applicable to the relevant Goods or Services (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).
- 4.8 “**Small Business Customer**” means a Customer who has fewer than ten employees at the Effective Date.
- 4.9 “**Working Day**” shall be read as “**Business Day**”, as defined in the Onecom General Terms.

5 Communication and Contact Details

- 5.1 Clause 3 (Information about us) of the Legacy Terms is deleted and replaced with the following:
- 5.1.1 The Services are provided by Onecom Limited (company no. 04031272). Our registered office is Onecom House, 4400 Parkway, Solent Business Park, Fareham, Hampshire PO15 7FJ.
- 5.1.2 Support and billing: For day-to-day support, technical queries, or billing matters, you should contact Onecom via the channels set out at <https://www.onecom.co.uk/contact/>.
- 5.1.3 Master contact details: Onecom will use the contact information provided by the Customer during the Order process or via the Onecom portal (OneCloud) to communicate all matters relating to the Contract. It is the Customer’s responsibility to ensure these details remain accurate.

6 Contract Formation and Process

- 6.1 Clause 4 of the Legacy Terms is deleted in its entirety. The “**Effective Date**” (the date the Contract becomes legally binding) shall be the date upon which Onecom accepts the Customer’s offer to purchase Goods and/or Services, as determined by the type of product ordered:
- 6.1.1 in respect of Services: when Onecom sends a written confirmation of acceptance to the Customer;
- 6.1.2 in respect of Goods: when Onecom dispatches the Goods to the Customer (which may be signified by a confirmation of dispatch or order completion email); or
- 6.1.3 notwithstanding the above, Onecom may at its discretion signify acceptance by dispatching the Goods or commencing the provision of the Services.

7 Complaints

- 7.1 Clause 9 of the Legacy Terms is deleted in its entirety and replaced with the following:
- “If the Customer wishes to make a complaint about the Goods and/or 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) (“**Complaints Procedure**”).*

For Small Business Customers and Not-for-profit Customers only: If a complaint is not resolved within 8 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.”

8 Limitation of Liability

8.1 Clause 11.2 of the Legacy Terms is deleted and replaced with the following:

“Each 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 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 Goods, the total price paid or payable for such Goods under the relevant Order or (ii) in respect of a claim relating to Services, the sum of £1,000.”

9 Payment

9.1 Clause 13 of the Legacy Terms is amended. All Charges are payable by direct debit. Where a Customer pays by another method then, unless otherwise agreed in writing by Onecom, Onecom shall:

9.1.1 charge a payment processing fee as set out in the Price Guide; and

9.1.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges.

10 Other Charges

10.1 The definition of “Charges” in the Legacy Terms is amended to include all fees and charges set out in the Price Guide.

10.2 The Customer agrees to pay all applicable fees set out in the Price Guide, including but not limited to Order cancellation fees, service cessation fees and late payment charges.

10.3 Where the Price Guide provides for a charge that is not specifically listed in the Customer’s original Order Form or Quotation, the Price Guide shall take precedence.

11 Annual Price Adjustment

11.1 Clause 14.3 of the Legacy Terms is deleted and replaced with the following:

“In April of each year, Onecom may increase the Charges by a percentage up to or equal to the UK Consumer Prices Index (“CPI”) rate (published in January of that year) plus 3.9%. If the CPI rate is negative, Charges will increase by 3.9%. The Customer acknowledges that this increase is an agreed core term of the Contract and shall not constitute a ‘material detriment’ or a right to terminate under Clause 14.2.”

12 Small Business Customer Waivers

12.1 Where a Customer executes the “Waivers” section of the Onecom Order Form, such waivers are incorporated into this Contract. These waivers take precedence over any conflicting protections set out in clause 15 of the Legacy Terms.

13 Data Protection

13.1 Clause 17 of the Legacy Terms is deleted and replaced with the clauses titled ‘Data protection’ in the Onecom General Terms, ensuring compliance with UK data protection legislation.

14 Notices

14.1 Clause 18 (Notices) of the Legacy Terms is deleted and replaced with the following:

“18.1 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.

18.2 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.

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

15 Service Levels and Repair Targets

- 15.1 Any section or paragraph within an Annex titled ‘Service Level Agreement’, ‘Service Level Commitment’, or ‘Service Credits’ (or similar phrases) is hereby deleted in its entirety and replaced with Onecom’s standard service levels as applicable from time to time. All resolution and repair timescales are targets only. Onecom shall have no liability, and no automatic service credits shall be payable, for a failure to meet any target.