



Hosted Standard Terms (Onecom Integration Edition)

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1 Introduction and Order of Precedence

- 1.1 These Hosted Standard Terms – Onecom Integration Edition (the **Integration Terms**) have been issued following the assignment of legacy Hosted contracts to Onecom Limited.
- 1.2 These terms are designed to align the Customer's legacy Hosted contract terms with Onecom's standard commercial and operational framework while maintaining the core of the original service provision.
- 1.3 The Integration Terms are comprised of two parts:
 - 1.3.1 the **Integration Schedule**, being the specific amendments set out in clauses 2 to 23 below; and
 - 1.3.2 the Hosted Telecoms Terms and Conditions, the Hosted Business Mobile Terms and Conditions, the Hosted Managed IT Services and Software Terms and Conditions, and the Hosted Service Level Agreements (together, the **Legacy Terms**).
- 1.4 The Integration Terms apply 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 Product Terms; 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 "Hosted Business Limited", "Hosted", "the Provider", "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 that refers to these Integration Terms, the Customer agrees that their entire service estate, comprising all existing services previously assigned from Hosted Business Limited to Onecom and the services ordered under that Order Form, is governed by these Integration Terms. The Customer further acknowledges and agrees that, with effect from the date of the Order Form, its contract for the Services is with Onecom Limited, that Onecom has assumed all of the rights and obligations of the provider under the Contract, and that Hosted Business Limited is released from those obligations. To the extent that any right or obligation did not pass to Onecom by way of the assignment alone, the Customer consents to the novation of the Contract to Onecom on these terms.

4 Product Terms

- 4.1 The Onecom Product Terms (being the Service Terms for each Service the Customer takes and, where the Customer purchases Equipment or Third Party Software, the Equipment and Software Terms), available at [onecom.co.uk/terms-and-conditions](https://www.onecom.co.uk/terms-and-conditions), apply to the Contract and prevail over any conflicting provision in the Legacy Terms.

5 Definitions

- 5.1 Words and expressions used in the Integration Schedule but not defined in it have the meaning given to them in the Onecom General Terms (including **Product Terms**, **Service Terms** and **Equipment**). Words and expressions used in the Legacy Terms retain the meaning given to them there, except where amended by the Integration Schedule.
- 5.2 **Charges** shall be read as having the meaning given to that term in the Onecom General Terms.
- 5.3 **Control Panel**, to the extent it is used in the Legacy Terms and has been replaced by OneCloud, shall be read as **OneCloud** as described in the Onecom General Terms.
- 5.4 **Minimum Contract Period** shall be read as **Minimum Term**, as defined in the Onecom General Terms.
- 5.5 **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).
- 5.6 **Order Confirmation**, **Quotation**, or **e-Sales** shall be read as **Order Form**, as defined in the Onecom General Terms.
- 5.7 **Price Guide** means the Onecom 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).
- 5.8 **Working Day** shall be read as **Business Day**, as defined in the Onecom General Terms.

6 Communication and Contact Details

- 6.1 The provisions of the Legacy Terms identifying the provider and how to contact us are deleted and replaced with the following:
- 6.1.1 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.
- 6.1.2 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/>.
- 6.1.3 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.

7 Contract Formation and Process

- 7.1 The clause of the Legacy Terms governing formation of the contract is deleted in its entirety. The Contract becomes legally binding on the Effective Date and continues, in respect of Services and any products provided on a recurring or subscription basis, until terminated in accordance with the termination provisions of the Onecom General Terms, and in respect of purchased equipment, until it has been delivered and all Charges have been paid in full. The **Effective Date** (the date the Contract becomes legally binding) shall be the date upon which Onecom accepts the Customer's offer to purchase Products, as determined by the type of product ordered:

- 7.1.1 in respect of Services: when Onecom sends a written confirmation of acceptance to the Customer;
- 7.1.2 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); or
- 7.1.3 notwithstanding the above, Onecom may at its discretion signify acceptance by dispatching the Purchased Equipment or commencing the provision of the Services.

8 Complaints

- 8.1 The complaints provisions of the Legacy Terms are deleted in their entirety and replaced with the following:

*"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**).*

For 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."

9 Limitation of Liability

- 9.1 The clause of the Legacy Terms limiting liability 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 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."

- 9.2 The Customer's obligations to make payments to Onecom under the Contract are in addition to, and will not be counted towards, the limit set out in this clause.

10 Payment

- 10.1 The payment clause 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:

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

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

11 Other Charges

- 11.1 The definition of **Charges** in the Legacy Terms is amended to include all fees and charges set out in the Price Guide.
- 11.2 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.
- 11.3 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.

12 Annual Price Adjustment

- 12.1 The price variation provisions of the Legacy Terms are deleted and replaced with the following:

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.

In all other cases, 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 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.

The Customer acknowledges that an increase made in accordance with this clause 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.

13 Small Business Customer Waivers

- 13.1 Where a Customer executes the **Waivers** section of the Onecom Order Form, such waivers are incorporated into this Contract. In addition, and without prejudice to any waiver already given by the Customer under the Legacy Terms (including any waiver of microenterprise, small enterprise or not-for-profit status under Ofcom's General Conditions of Entitlement), the Customer is granted the protections afforded to small business, microenterprise and not-for-profit customers under the Onecom General Terms, and to the extent of any conflict those protections shall prevail.

14 Data Protection

- 14.1 The clause of the Legacy Terms addressing data protection is deleted and replaced with the clauses titled 'Data protection' in the Onecom General Terms, ensuring compliance with UK data protection legislation.

15 Notices

- 15.1 The notices provisions of the Legacy Terms are deleted and replaced with the following:

"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.

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.

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

16 Service Levels and Repair Targets

- 16.1 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.

17 Term and Termination

- 17.1 The provisions of the Legacy Terms governing term and termination are amended as follows: any right for the Customer to terminate the Contract on a change of control of Onecom is deleted; the Minimum Term, the parties' rights to terminate on notice, and the early termination charges payable are as set out in the Onecom General Terms; and the period allowed to remedy a material breach, or a failure to pay, before the other party may terminate the Contract is 30 days.

18 Payment Terms and Interest

- 18.1 Without prejudice to the payment clause above, each invoice is payable within 14 days of the date of the invoice. Interest on overdue amounts accrues at the rate set out in the Onecom General Terms (being the highest rate permitted by applicable law), together with the late payment and recovery charges set out in those terms.

19 Supplier Warranties

- 19.1 Any warranty in the Legacy Terms that the Services will be provided to a standard higher than reasonable skill and care, including any warranty of an expert standard, is deleted and replaced with the warranty in the Onecom General Terms that the Services will be provided with reasonable skill and care. Any performance, resolution or repair timescales are targets only, pursued using reasonable endeavours, and a failure to meet them is not a breach of the Contract.

20 Intellectual Property

- 20.1 Any licence granted to the Customer under the Legacy Terms is limited to what is necessary for the Customer to receive the Services and ends on expiry or termination of the Contract. The intellectual property provisions of the Onecom General Terms, including the infringement indemnity and its operation as the Customer's sole and exclusive remedy, apply to the Contract.

21 Variation

- 21.1 Notwithstanding any provision of the Legacy Terms requiring a variation to be agreed in writing and signed, Onecom may amend the Contract in accordance with the variation provisions of the Onecom General Terms, including by giving notice to the Customer or by publishing the amendment as provided for in those terms.

22 Invoice Disputes

- 22.1 If the Customer disputes an invoice in good faith, it must notify Onecom in writing, with the amount disputed and supporting evidence, within 10 Business Days of the date of the invoice, and must pay any undisputed amount by the due date. Any invoice not disputed within that period is deemed to be fully accepted by the Customer.

23 Force Majeure

- 23.1 Either party may terminate an affected Service where an event of force majeure continues for more than two months, in place of any shorter period in the Legacy Terms.