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## **Global Connect UC Limited Terms and Conditions**

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## These form the Terms and Conditions

### BETWEEN

(1) **Global Connect UC Limited** a limited company incorporated in England and Wales registered under number 11628467

(“**Global Connect UC Limited**”); and

(2) **Customer** who agrees to take any of their services (the “**Customer**”).

Collectively referred to as the “**Parties**” and each individually as a “**Party**”

### WHEREAS

- (A) Global Connect UC is willing to supply The Customer with various Services as detailed in this agreement.
- (B) The Customer may wish to purchase such Services from time to time.
- (C) The Supplier and The Customer wish to establish an overall contractual agreement for the supply of Services to The Customer. Accordingly, it has been agreed that:
  - (i) during the term of this Agreement, the supply of any Services by The Supplier to The Customer shall be governed by this Agreement.

## 1 Definitions and Interpretation

In this Agreement:

1.1.1 Unless the context otherwise requires:

“**Act**” means the Communications Act 2003;

“**Agreement**” means this document including any schedule here to, as the same may be varied amended or extended from time to time in accordance with the terms of this Agreement;

“**Approved**” means an order that has been received by the WLR Web Interface or the Broadband Admin Control Panel (both as described in the relevant Service Literature) or by an alternative order process specified by Global Connect UC and where one of the following circumstances has occurred according to the Global Connect UC Service involved:

- (a) reports made available by Global Connect UC have shown the order with the status:
  - ‘approved’ if relating to the Line Rental Service; or
  - ‘confirmed’ if relating to the CPS Service; or
  - ‘live’ if relating to Indirect Access; or
  - ‘in progress (BT processing)’ if relating to the Broadband Service; or

- (b) for the Audio Conferencing Service, where Global Connect UC has issued an audio-conferencing number and the related PIN number; or
- (c) for any other Global Connect UC Service, where Global Connect UC has notified the Customer in writing that the order has been accepted.

**“Artificial Inflation of Traffic”** or **“AIT”** means a situation where the flow of Calls to any particular Revenue Share Service is as a result of any activity by or on behalf of the party operating that Revenue Share Service disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the network;

**“Audio Conferencing Service”** means the service described in the relevant Service Literature;

**“Broadband Admin Control Panel”** means the web-based facility through which the Customer places orders for the Broadband Service;

**“Broadband Service”** means the service described in the relevant Service Literature;

**“Broadband Circuit”** means a connection between an End User’s Site and the underlying network, which carries data in both directions using a broadband protocol;

**“Broadband Customer Equipment”** means equipment (including any software) which is used by an End User at a Site to connect to the Broadband Service;

**“Broadband RFS Date”** means the date on which Global Connect UC

notifies the Customer that an individual Broadband Circuit is ready for use by the Customer or End User;

**“BT”** means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000;

**“BT Network”** means BT’s fixed public switched electronic communications network;

**“Business Day”** means any day (other than a Saturday or a Sunday) on which clearing banks are open in London for a full range of commercial banking transactions;

**“Call”** means a signal, message or communication which can be silent, visual (including text) or spoken; **“CDRs”**

means call data records;

**“Charges”** means:

- (i) in relation to Standard Supplier Services, either Charges calculated in accordance with the Schedules or the agreed fixed fee (if any) specified in the Special Conditions (as the case may be); and

(ii) in relation to any Services which are not Standard Supplier Services, the agreed Charges are incorporated into the Contract following The Customer's acceptance of a Quotation;

**"CLI"** means the calling line identity;

**"Code"** means the Code of Practice published by Phonepay Plus as amended from time to time. References to paragraphs of the Code are references to the Thirteenth Edition of the Code of Practice that took effect on 1 July 2015 or, if superseded, any similar paragraph in the current version of the Code;

**"Commencement Date"** means the date of this Agreement was signed;

**"Customer's System"** means the telecommunications and information technology system which the Customer operates or subcontracts so as to offer services;

**"Confidential Information"** means all information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of each party (including, for the avoidance of doubt, any information in relation to the Global Connect UC Services) and which may be reasonably regarded as the confidential information of the disclosing party;

**"Contract"** means this agreement, the schedules and the documents referred to in it;

**"Credit Limit"** means the figure specified in Schedule 3 and subject to variation according to the provisions of Schedule 3;

**"Customers"** means persons contracting with the Customer, or persons which have contracted with such direct customers of the Customer, for services that are dependent upon the provision and/or resale of a Global Connect UC Service;

**"CPS Service"** means the service described in the relevant Service Literature;

**"Data Protection Legislation"** means the Data Protection Directive 94/46/EC as implemented in each member state, including the Data Protection Act 1998, and the Privacy and Electronic Communicative (EC Directive) Regulations 2003;

**"Email"** means electronic mail sent to a recipient via the internet;

**"End User"** means a person who is the ultimate user of services which depend upon the provision and/or resale of a Global Connect UC Service and whose activities may include without limitation making Calls which are connected by means of a Global Connect Service or receiving a Line Rental Service at a Site;

**"Global Connect UC"** means a service which is offered by Global Connect UC as shown in its Service Literature or which is offered by Global Connect UC in the future;

**"General Conditions"** means the General Conditions of Entitlement set by OFCOM pursuant to its powers under section 45(2)(a) of the Act;

**"Indirect Access"** means a service which enables an End User to choose to route certain outgoing Calls via electronic communications networks which are not

operated by BT by prefixing an access code to initiate them and as further described in the relevant Service Literature;

**“IP Telephony Services”** means those services described in the relevant Service Literature;

**“Line”** means a connection to the BT Network;

**“Line Rental Service”** means the service described in the relevant Service Literature;

**“National Plan”** means the National Numbering Scheme – Telephone Numbers administered by Ofcom;

**“Network Termination Point”** means the point where the End User’s wiring or equipment is connected to the BT Network;

**“Nuisance Call(s)”** means an unwanted Call that causes annoyance, inconvenience or anxiety to the receiver of the Call, and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature, and/or Calls which cause the called person to experience silence when the Call is answered in circumstances where the called person has no means of establishing whether there is a person at the other end of the line, and/or Calls which are not compliant with OFCOM’s statement of policy on persistent misuse published in accordance with section 131 of the Act as amended from time to time;

**“Numbers”** means any telephone number(s) provided by Global Connect UC to the Customer under this Agreement;

**“Operational Day”** means 09:00 to 17:00 Monday to Friday excluding UK Public and Bank Holidays;

**“Prices”** means Global Connect UCs applicable prices for the provision or usage of the Global Connect UC services.

**“Services”** means and includes Standard Supplier Services and any other services supplied by Global Connect UC to The Customer under a Contract.

**“Site”** means a place at which Global Connect UC agrees to provide a service;

**“Spam”** means an unsolicited marketing message not permitted under the terms of the Data Protection Legislation;

**“Special Conditions”** means any terms or conditions which vary, modify or supplement the Contract as agreed between The Customer and The Supplier;  
**“Specifications”** means;

- (i) In the case of Standard Supplier Services, the description and/or specification for the services set out in the Schedules; and
- (ii) in the case of any services which are not Standard Supplier Services, the description and/or specification for the services forming part of the Contract;

**“Standard Supplier Services”** means the Services set out in the Schedules and this Agreement;

**“System”** means the electronic communications network and information technology system which Global Connect UC operates or provides so as to offer electronic communications services; and

**“Unpaid Charges”** means the sum of:

- (a) Charges accrued but which have not yet been invoiced;
- (b) Charges which have been invoiced but have not yet been paid; and
- (c) the value added tax which is applicable to b) above plus that value added tax which would be applicable to a) above when invoiced;

**“VAT”** means value added tax or any analogous tax in any relevant jurisdiction including but not limited to use, sales and local sales of any kind;

1.1.2 references to times are to the time in London, England, unless otherwise specified;

The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

1.1 If and to the extent that there is an inconsistency between the terms of any document referred to in this Agreement and this Agreement, the terms of the body of this Agreement shall prevail unless expressly stated otherwise.

## 2 **Duration**

Subject to the provisions for earlier termination contained in this Agreement, this Agreement will come into effect on the Commencement Date and will continue unless and until terminated by either party giving to the other at least 90 days' notice in writing to expire at the end of the Initial Period.

## 3 **Provision of Services**

3.1 Global Connect UC shall:

3.1.1 where applicable, establish the connection of the System to the point or points of connection on or before the commencement of the Initial Period in the manner to be agreed between the parties; and

3.1.2 use reasonable endeavours to provide each Global Connect UC Service to the Customer from the date when an order relating to such service is first Approved (which shall not occur prior to the Commencement Date) and to do so until that Global Connect UC Service is terminated in accordance with this Agreement. Each Global Connect UC Service will be provided subject to the terms and conditions of this Agreement and the Schedules to this Agreement and the relevant provisions of the Act. Global Connect UC will use reasonable endeavours to deliver the Services in line with the Service Literature. Global Connect UC shall use reasonable endeavours to maintain each Global Connect UC Service for twenty-four (24) hours in every day on every day of the year (subject to any restrictions shown in this Agreement).

- 3.1.3 agree to execute repairs and replacements to the equipment covered by a current support or rental contract in order to keep it operational. Maintenance will be carried out in the agreed hours according to the level of service selected. Repairs and inspections necessitated by reasons other than fair wear and tear will be charged at our current rates for parts and labour.
- 3.1.4 Alterations, additions or relocations to the equipment must be made by Global Connect UC. Any additions to the system may require an adjustment to the service charge but this may not be implemented until the next invoice date and must be agreed by the customer prior to the work commencing.
- 3.2 Global Connect UC shall be entitled to:
  - 3.2.1 change the technical specification of the Global Connect UC Services (provided that such changes do not materially affect the performance of the Global Connect UC Services) where necessary for operational reasons, statutory or regulatory requirements;
  - 3.2.2 give the Customer instructions (which the Customer shall comply with) which Global Connect UC believes to be necessary for health and safety reasons or for maintaining the quality of the Global Connect UC Services;
  - 3.2.3 refuse any order for Global Connect UC Services at its sole discretion, including where as a result of the order the total value of Charges in any applicable period exceed the Credit Limit.
- 3.3 Global Connect UC warrants that:
  - 3.3.1 The Global Connect UC Services will be performed with reasonable skill and care and in material accordance with the Service Literature;
  - 3.3.2 it shall employ or engage in the provision of the Global Connect UC Services persons who are appropriately qualified, skilled and competent in the area into which they are employed; and
  - 3.3.3 it shall comply with the General Conditions and any Special Condition applicable to it under the Act in respect of the Global Connect UC Services.
- 3.4 Global Connect UC does not warrant that the Global Connect UC Services will be fault free or free of interruptions. Global Connect UC shall not be liable for any failure to provide the Global Connect UC Services whether this arises from a technical or other failure of the System or otherwise.
- 3.5 Global Connect UC shall be entitled to record any or all calls to Global Connect support or service centres in order to monitor the quality of support or service provided or for training purposes.
- 3.6 All new equipment will be covered by a 12 month warranty period and repaired or replaced if found faulty once you return them to Global Connect. .
- 3.7 On-site support and telephone technical advice on both hardware and software is only provided where you enter into a support agreement with Global Connect UC.



#### **4 Provision of Information and Cooperation**

- 4.1 The Customer and Global Connect UC agree to promptly supply the other upon request with all information and assistance which may reasonably be required to enable the other to perform their respective obligations hereunder or which is necessary to satisfy a demand from a law enforcement agency.
- 4.2 Where the discharge of Global Connect UCs obligations under this Agreement involves the processing of personal data, the Customer appoints Global Connect as the Customer's data processor to process the personal data on behalf of the Customer for the purposes of this Agreement. Where Global Connect carries out such processing, it will do so in accordance with the provisions of the Data Protection Legislation.

#### **5 Use of Services**

- 5.1 The Customer will use the Global Connect UC Services in accordance with the provisions of this Agreement and the Schedules to this Agreement and Global Connect UCs relevant service literature and all other reasonable instructions as may be notified by Global Connect UC to the Customer from time to time and in accordance with the relevant provisions of the Act.
- 5.2 The Customer must not use a Global Connect UC Service or allow or permit any End User to use the End User Service:
  - in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence or authorisation applicable to the Customer, Customer or End User (as appropriate) or that is in any way unlawful or fraudulent or to the knowledge of the Customer or End User has any unlawful or fraudulent purpose or effect;
  - 5.2.1 in connection with (without prejudice to the generality of clause 5.2.1 above) the carrying out of fraud or a criminal offence against any other public electronic communications operator;
  - 5.2.2 in any way that constitutes Artificial Inflation of Traffic;
  - 5.2.3 in a way that does not comply with any instructions given under clause 3.2.2;
  - 5.2.4 in a way that in Global Connect UCs reasonable opinion could materially affect the quality of any electronic communications service or other service provided by Global Connect UC or any third party;
  - 5.2.5 to make Nuisance Calls or Spam;
  - 5.2.6 to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
  - 5.2.7 to obtain access, through whatever means, to notified restricted areas of the underlying network;
  - 5.2.8 to send and receive data or call traffic in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins Global Connect UC Service or to adversely affect other customers of Global Connect UC or of its suppliers;

5.2.9 to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Act; or

5.2.10 in a way which (in the reasonable opinion of Global Connect UC) brings the name of Global Connect UC into disrepute, or which place Global Connect UC in breach of the Act.

5.3 The Customer shall comply with the processes, procedures and requirements set out in the relevant Service Literature.

5.4 Where goods have been supplied to the Customer, they will remain the property of Global Connect UC until they have been paid for.

5.5 Under any rental Agreement, the equipment does not become the property of the Customer and as such must not be sold or moved without prior consent. The Customer will be responsible for the equipment and must keep it insured for its full replacement value and must return the equipment to Global Connect UC at the end of the Agreement in good working order.

## **6 Obligations of the Customer**

6.1 Where applicable, the Customer shall establish the connection of the Customer's System to the point or points of connection on or before the commencement of the Initial Period in the manner to be agreed between the parties.

6.2 The Customer undertakes that it will ensure all apparatus which is attached (directly or indirectly) to the Global Connect Services will conform to all applicable laws and to the relevant standard or approval for the time being designated under the Act or the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any requirements or standards set out in the relevant Service Literature and in the case of resellers will require that they include and maintain such an undertaking in their contracts with further resellers and subcontractors..

6.3 The Customer shall notify Global Connect UC promptly of all of the Customer's Customer and End User enquiries or problems regarding technical and operational issues with the System.

6.4 The Customer shall comply fully with the provisions of all the schedules within this Agreement.

## **7 Charges and Payments**

### **7.1 Charges**

7.1.1 The Customer shall pay Global Connect UC all Charges and other sums due under this Agreement in accordance with clause 7.2.1 without set off, deduction or counterclaim.

7.1.2 The Customer shall be invoiced by a consolidated invoice once a month. This includes all transactions in a calendar month on one invoice dated around the 10<sup>th</sup> day of the month. Payment of the invoice is due within fourteen (14) days.

7.1.3 Preferred method of payment for invoices is by Direct Debit.

7.1.4 All amounts payable hereunder are quoted exclusive of value added tax or any other applicable taxes which may from time to time be levied and such value added tax and any other such applicable taxes shall be itemised separately on all invoices and bills and be payable by the Customer in addition to, and at the same time as, any Charges.

7.1.5 Network charges in these invoices will be calculated from data recorded by licensed network operators and not from data recorded by the Customer

7.1.6 Global Connect UC may in a separate invoice make backdated claims for amounts outstanding from a previous billing period which were not previously invoiced for technical or other reasons. Any backdated claims must be made within six months of the date that the Services were rendered and the payment terms in relation to any such invoice shall be as set out in clause 7.1.3.

7.1.7 If a Line or the provision of a Line Rental Service to any Site or the provision of any other service which is subject to a minimum term commitment is cancelled by the Customer within the relevant minimum term then the balance of the rental which would have been paid for the remaining period of the minimum term becomes payable immediately.

## 7.2 Unpaid Charges

7.2.1 Charges shall accrue from the time any part of a service is used or received except in the case of services subject to a periodic rental in which case Charges accrue from the date the service is made available for use. Global Connect UC will allow the Customer to accumulate Unpaid Charges up to a maximum of the Credit Limit. In the event that at any time Unpaid Charges exceed the Credit Limit Global Connect shall be entitled, at its option, to:

- (a) suspend provision of the Global Connect UC Services on written notice with immediate effect; and/or
- (b) request an immediate payment on account by the Customer; and/or (c) issue an interim invoice.

Any interim invoice issued under this clause shall be payable by the Customer within seven (7) days of the date of issue.

7.2.2 Should the Customer fail to pay an interim invoice when due or make a payment on account within seven (7) days of being requested to do so, Global Connect UC will be entitled to suspend the Global Connect UC Services without notice until such time as payment is made in full.

7.2.3 Should your contract be terminated, the Customer shall allow Global Connect to collect all their equipment and will pay to Global Connect the sums that would have fallen due over the balance of the minimum chargeable duration of any contract.

7.2.4 Where the Customer has asked Global Connect to arrange a Lease Finance from an external finance company, then the agreement will be with the Finance Company

and subject to their Terms and Conditions stated in the Agreement the Customer signs with them

### 7.3 Deposit

7.3.1 Global Connect reserves the right at its option to require a deposit, credit limit or guarantee or such other security as may be acceptable to Global Connect UC for an amount to be determined by Global Connect UC (the “**Deposit**”):

- (a) prior to the provision of any Global Connect UC Service; and/or
- (b) in the event that the Customer is in material breach of this Agreement; and/or
- (c) in the event that there is in the opinion of Global Connect UC a significant change which Global Connect UC considers may have a material adverse effect on the financial circumstances of the Customer; and/or
- (d) prior to recommencement of the Global Connect UC Services by Global Connect UC following suspension or termination in accordance with this Agreement.

7.3.2 Details of the Deposit, where applicable, are set out in Schedule 3 or will be notified separately by Global Connect UC

7.3.3 Global Connect UC shall be entitled to apply all or any of the amount of the Deposit against:

- (a) any Unpaid Charges (including interim invoices and unbilled amounts) in the event the Customer fails to pay any invoiced Charges in accordance with the provisions of this clause 7; and/or
- (b) any other liability incurred by the Customer to Global Connect under this Agreement.

## 8 Suspension of Services

8.1 Global Connect UC may (without prejudice to its other rights) suspend the provision of the Global Connect UC Services and the performance of its obligations under this Agreement in whole or in part with immediate effect (and the Customer will remain liable for all Charges accrued during such period of suspension) if:-

8.1.1 Global Connect UC is obliged to do so in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including OFCOM and Phone pay Plus;

8.1.2 Global Connect UC needs to carry out work relating to the upgrading or maintenance of the System (provided that Global Connect UC has given the Customer the maximum period of notice reasonably practicable in the circumstances);

8.1.3 the Customer does not pay any sum due and owing to Global Connect UC.

8.1.4 the Customer is in breach of any of the material terms of this Agreement;

- 8.1.5 for operational reasons or in case of emergency; or
- 8.1.6 where Unpaid Charges exceed the Credit Limit.

8.2 If Global Connect UC exercises its right to suspend service or part thereof pursuant to this clause 8 it shall whenever reasonably practicable give prior notice of such suspension and its expected duration and Global Connect UC will not be liable for any loss, damage or inconvenience suffered by the Customer.

## 9 Termination

9.1 Without prejudice to any other rights or remedies of Global Connect, Global Connect may terminate this Agreement with immediate effect if the Customer fails to pay all or any Charges by the due date and, following notice of such breach, fails to remedy the breach within a period of three (3) Business Days of receipt of written notice to do so from Global Connect.

9.2 Either party may terminate this Agreement in accordance with the below clause:

9.2.1 By giving ninety (90) days written notice of intent to cancel, during the final 90 days of the initial agreement period, Such notice should become effective no earlier than the day after the last day of the minimum period.

9.2.2 If the contract is not terminated prior to the end of the initial period, this Agreement shall auto renew for the minimum period of 24 months unless otherwise stated on the order confirmation or in this Agreement.

9.2.3 If the contract is terminated within the minimum period the Customer will be liable for any outstanding charges until the end of the Agreement Term including any applicable notice period.

9.2.4 Charges will be calculated as follows; monthly rental charges as applicable; an average of the anticipated call spend (where applicable) based on the last 3 months call traffic charged for the next one hundred and eighty (180) days.

9.3 Following termination of this Agreement and without prejudice to any rights or remedies available to Global Connect UC, the Customer shall pay Global Connect UC on demand all arrears of Charges due up to the date of termination under this Agreement or as a result of termination of this Agreement. This clause shall continue to be binding on the Customer notwithstanding termination of this Agreement.

9.4 Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination, and to the continuation in force of all provisions of this Agreement which expressly or implicitly survive such termination.

9.5 The parties recognise the importance of ensuring continued service to Customers and End Users. Accordingly, if Global Connect UC serves notice to terminate this Agreement pursuant to clause 9.1 or 9.2, the parties will co-operate in good faith with this end in mind.

## **10 Warranties**

10.1 Each party warrants to the other party (such warranties being deemed to be repeated on each and every day during the term of this Agreement) that:-

10.1.1 it has the unimpaired right and authority to enter into and perform this Agreement which shall constitute a binding obligation on it; and

10.1.2 it will comply with its respective obligations under applicable Data Protection Legislation and will obtain and maintain all relevant registrations, notifications and consents, including (in relation to the Customer) such registrations, notifications and consents as the Customer should obtain and maintain to enable Global Connect UC and its suppliers and subcontractors to process the personal data of End Users for the purposes of the performance by Global Connect UC of its obligations under this Agreement. This clause 10.1.2 shall survive termination or expiry of this Agreement.

10.2 Global Connect UC warrants (such warranty being deemed to be repeated on each and every day during the term of this Agreement) that all such licences, authorisations, approvals and consents as are necessary to enable Global Connect UC to legally provide the Global Connect UC Services as envisaged by this Agreement have been obtained and will be maintained and kept up to date and it has the unimpaired right to supply the Global Connect UC Services.

10.3 The Customer warrants (such warranty being deemed to be repeated on each and every day during the term of this Agreement) that all such licences, authorisations, approvals and consents as are necessary to enable the Customer to legally receive the Global Connect Services as envisaged by this Agreement have been obtained and will be maintained and kept up to date and it has the unimpaired right to receive the Global Connect Services.

## **11 Liability**

11.1 Nothing in this Agreement shall exclude or restrict Global Connect UCs liability for death or personal injury resulting from the negligence of Global Connect UC or its employees while acting in the course of their employment or for fraud.

11.2 Subject to clause 11.3, Global Connect UC shall be liable for damage to the physical property of the Customer or the property of any of its Customers or End Users caused by any negligent act or omission of Global Connect UC or its employees while acting in the course of their employment provided that such liability of Global Connect UC shall be limited to £1200.

11.3 Subject to Clause 11.1, Global Connect UC shall not be liable to the Customer or any Customer or End User in contract, tort or otherwise, including any liability for negligence or for any loss of revenue, business, time, opportunity, data, anticipated savings or profits or for any indirect or consequential loss howsoever arising.

11.4 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.

11.5 Subject to the express terms of this Agreement, Global Connect UC shall not be liable to the Customer for any claims, proceedings or actions brought or made against the Customer by persons pursuant to a contractual relationship with the Customer. The provisions of this

clause 11.5 shall apply notwithstanding that such claims, proceedings or actions arise through the act or omission of Global Connect UC.

11.6 Other than in respect of clause 11.1 the maximum aggregate liability of Global Connect UC in contract, tort, negligence or otherwise arising out of, or in connection with, this Agreement shall be limited in respect of any one event or series of two or more connected events to an amount equal to £5,000.

11.7 The provisions of this clause 11 shall continue to apply notwithstanding termination of this Agreement.

## **12 Notices**

12.1 Any demand, notice or other communication given or made under or in connection with this Agreement by one party to the other will be in writing and will be delivered by the method referred to in clause 12.2.

12.2 Any such demand, notice or other communication will be sent to the recipient at the address given in this Agreement, or to such other address as notified in writing from time to time, and will be deemed to have been duly given or made as follows:-

12.2.1 if sent by prepaid first class post, on the second Business Day after the date of posting;

12.2.2 if delivered by hand upon delivery, unless such delivery occurs on a day which is not a Business Day or after 4.00pm on a Business Day, in which case it will be deemed to have been given or made at 9.00am on the next Business Day;

12.2.3 if sent by facsimile, on completion of transmission provided that where transmission occurs after 4.00pm on a Business Day or on a day which is not a Business Day, it will be deemed to have been given or made at 9.00am on the next Business Day; or

12.2.4 if sent by electronic mail at the time shown on such mail provided that where this is after 4.00pm on a Business Day or on a day which is not a Business Day it will be deemed to have been given or made at 9.00am on the next Business Day.

## **13 General**

13.1 This Agreement represents the entire understanding between the parties and supersedes any and all other written recorded and oral communications between them.

13.2 Both parties acknowledge that:

13.2.1 neither of them has been induced to enter into this Agreement by any representations, warranty or other assurance not expressly incorporated into it; and

13.2.2 in connection with this Agreement the only rights and remedies of each party in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.

13.3 This Agreement shall not be varied other than in writing, signed by the duly authorised representatives of Global Connect UC and the Customer except where Global Connect UC has the right under this Agreement to make variations subject to written notice and/or where

Global Connect UC is required to make such variation in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including OFCOM and PhonepayPlus;.

13.4 Neither party shall assign or otherwise deal with all or any of its rights and obligations under this Agreement without the other party's prior written consent, save that Global Connect UC may assign or otherwise deal with all or any of its rights and obligations under this Agreement to any third party.

13.5 The Customer and Global Connect UC each agree not to use or refer to the name of the other party in any article, announcement or published literature without the express written consent of the other party.

13.6 Other than in respect of the Customer's obligations to pay the Charges, neither party shall be liable to the other for any breach of this Agreement or for failure or delay to perform any obligation where such breach or failure or delay was the result of any act of God, insurrection or civil disorder, war or military operations, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, national or local emergency, acts or omissions of government, highway authority or other government or regulatory body, compliance with any statutory obligation, industrial disputes of any kind, the acts or omissions of network operators or any other cause beyond that party's reasonable control.

13.6.1 Each party shall use the Confidential Information disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information disclosed to it except in confidence to those of its employees, officers and professional advisers who need to have access to it for the proper performance of its duties under the Agreement.

13.6.2 The provisions of Clause 13.6.1 shall not apply to Confidential Information that:

- (a) the receiving party can prove was known to the receiving party or in its possession before that information was disclosed to it; or
- (b) is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf;
- (c) the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence;
- (d) is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body.

13.6.3 Within three (3) days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy at the request of the disclosing party all Confidential Information of the disclosing party.

13.6.4 This clause 13.6.1, 13.6.2, 13.6.3 shall survive the termination or expiry of this Agreement.



- 13.7 Any intellectual property rights shall remain the property of the party creating or acquiring the same and nothing in this Agreement shall be deemed to confer any assignment or licence of any intellectual property rights whatsoever of one party to the other.
- 13.8 In the event that any provision of this Agreement is held to be void, illegal or unenforceable the relevant provision shall be deemed not to be or never to have been or formed a part of this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.
- 13.9 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.
- 13.10 This Agreement shall be governed, construed and take effect in all respects in accordance with English law.

In agreeing to any services from Global Connect UC Ltd you are agreeing to the above terms and conditions.