

CELLULAR AIRTIME CONTRACT

This contract is between the company or other body corporate detailed below and SolutionsPT Limited. Please complete all relevant sections, initial each page and complete direct debit mandate, return both this contract and mandate to SolutionsPT Limited.

Company Name:

Company Registration No:

Account Manager:

Billing Address:

Telephone No:

Fax No:

Email Address:

****NO SIMS WILL BE ACTIVATED UNTIL THIS COMPLETED CONTRACT & DIRECT DEBIT MANDATE HAVE BEEN RECEIVED BY SOLUTIONSPT LIMITED****

TERMS AND CONDITIONS (Please read carefully)

DEFINITIONS

1. INTERPRETATION

1.1 In these terms and conditions, save where the context requires otherwise:

“Act of Insolvency” means a party:

- (a) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
- (b) becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- (c) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
- (d) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- (e) ceases or threatens to cease, to carry on business; or
- (f) has a receiver, administrator, liquidator or trustee or analogous officer appointed over all or any material part of its property; or
- (g) convenes a meeting of its creditors for the purpose of considering a voluntary arrangement as referred to in Section 3 of the Insolvency Act 1986 (or any analogous proceeding); or
- (h) has distress or execution levied upon any of its its property; or
- (i) is subject to any act or proceeding analogous to (a) – (h) above in any jurisdiction;

“Additional Services” means the additional services (if any) chosen or used by the Customer and provided by the Supplier pursuant to this Agreement;

“Agreement” means collectively the Cellular Airtime Contract sheet, the Tariff, these Terms and Conditions, each Order, each connection log form completed by the Customer pursuant to clause 24 and any conditions issued pursuant to clause 6.1(d);

“Airtime Service” means the wireless airtime service which the Supplier will procure for the Customer from the Network Operator;

“Business Day” means Monday to Friday each week, excluding designated bank holidays in the United Kingdom;

“Business Hours” means 9am to 5pm each Business Day;

“Charges” means such amounts as are calculated by reference to (a) the charges set out in the Tariff and (b) such other charges agreed by the parties from time to time, in each case in respect of the SIM Cards and Services provided to the Customer pursuant to this Agreement;

“Customer” means the customer of the Supplier whose details appear on this Agreement;

“Device” means a wireless device or equipment of the Customer into which the SIM Card will be inserted;

“Losses” means all losses, liabilities, costs, expenses, damages and claims including fines levied by any relevant regulator whether arising in contract, tort (including negligence) or otherwise;

“Force Majeure Event” means any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party, including, without limitation, the circumstances set out in clause 11, any acts of Network Operators and Telecommunications Service Providers, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, failure or shortage of communication links, internet or web-server errors or unavailability, war, military operations, riot, crowd disorder, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national authority and similar events (but excluding strikes, lock-outs, and industrial action/disputes) suffered by a party;

“GBP” means pounds sterling or such other currency as succeeds it as the legal tender of the United Kingdom;

“Minimum Period” means in respect of each SIM Card, the minimum term as detailed on the connection log form from the date of connection of that SIM Card to the Network;

“Network” means (a) the primary cellular mobile telecommunications network(s) to which a SIM Card is connected, and (b) where the Customer has purchased roaming services from the Supplier, each international cellular mobile telecommunications network to which the SIM Card may be connected from time to time;

“Network Operator” means an operator of a Network;

“Numbers” means the telephone numbers allocated to SIM Cards and used by the Customer to access the Airtime Service;

“Order” means an order for SIM Cards and related Airtime Services and/or Additional Services in such form as the Supplier shall prescribe from time to time;

“Related Agreement” means any other agreement the Supplier has with the Customer from time to time;

“**Services**“ means the Airtime Service, the Support Service and the Additional Services;

“**SIM Card**“ means a subscriber identity module which the Supplier will procure for and supply to the Customer (and which at all times remains the property of the Network Operator), which allows the Customer to connect a Device to the Network;

“**Supplier**“ means SolutionsPT Limited, a private limited company registered in England and Wales with registered number 01937672 having its registered office at Unit 1, Oakfield Road, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GX;

“**Support Service**“ means the ongoing customer telephone support service provided by the Supplier to the Customer;

“**Tariff**“ means the Tariff sheet applicable to this Agreement which sets out the rates at which the Supplier will charge the Customer for calls made and Services chosen or used by the Customer, as amended by the Supplier from time to time;

“**Telecommunications Service Agreement**“ means any agreement made between the Supplier and a third party (including without limitation any Network Operator) in consequence of which the SIM Cards and Services are made available to the Customer under this Agreement;

“**Telecommunications Service Provider**“ means a party to a Telecommunications Service Agreement other than the Supplier or a Network Operator; and

“**Termination Fee**“ means collectively (a) in respect of a SIM Card, the line rental and other charges due under this Agreement for the period from the date of disconnection of a SIM Card to the end of the Minimum Period for that SIM Card, (b) an administration fee of £25 per SIM Card/Device connected, and (c) any outstanding amounts due from the Customer pursuant to this Agreement but unpaid.

- 1.2 In these terms and conditions, save where the context requires otherwise: (a) clause headings are inserted for ease of reference and shall not affect its interpretation; (b) any reference to a clause or sub-clause shall mean a clause or sub-clause terms and conditions; (c) words suggesting any gender include any other gender; (d) words denoting a singular number only shall include the plural and vice versa; references to either party shall be deemed to include its employees, officers, authorised agents, duly appointed sub-contractors, and such successors and assignees as are permitted by the terms of these terms and conditions; (e) any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, industrial and provident societies, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); (f) references to any statute or statutory instrument or government regulation shall be deemed to include any modification, amendment, extension or re-enactment thereof from time to time; (g) all usage of “include” or “including” or derivations thereof shall not be construed as words of limitation; and (h) any reference to a party to these terms and conditions, shall include that party’s permitted agents, sub-contractors, successors and assignees (if any).

2. **GENERAL**

No terms or conditions endorsed upon, delivered with or contained in any document or other communication (electronic or otherwise) supplied or sent by the Customer relating to the subject matter of this Agreement shall form part of this Agreement and the Customer waives any right which it otherwise might have to rely on such other terms or conditions. No Order or other offer made by the Customer for Services shall be deemed accepted by the Supplier until a written acknowledgement of the same is issued by the Supplier or (if earlier) provision of such Services is undertaken by the Supplier.

3. ORDERS/SERVICES

3.1 Where the Supplier accepts an Order (as provided above), the Supplier agrees and undertakes to use its reasonable endeavours to:

- (a) procure the supply of the agreed number of SIM Cards to the Customer;
- (b) procure from the Network Operator the relevant Airtime Service;
- (c) provide the Support Services during Business Hours; and
- (d) provide the Additional Services specified by the Customer.

3.2 The Supplier undertakes to use its reasonable skill and care in fulfilling its obligations under clause 2.1.

3.3 If requested by the Customer, the Supplier will use its reasonable endeavours to supply SIM Cards that are ready for use by the Customer on an agreed date.

4. TERM

4.1 This Agreement shall take effect as at the first date on which the Supplier accepts a Customer Order, and shall remain in force indefinitely thereafter unless and until terminated in accordance with its terms.

5. PRICE AND PAYMENT

5.1 The Customer will pay the Charges to the Supplier. The Charges will be based on the Tariff agreed with the Customer at the effective date of this Agreement.

5.2 The Supplier shall invoice the Customer for the Charges on a monthly basis with the exception of any upfront Charges which will be due in full on the first invoice following activation of the relevant SIM Card. The Customer shall pay all invoices for monthly charges within 14 days from the date of invoice.

5.3 All payments from the Customer to the Supplier under this Agreement are required to be made in GBP and unless otherwise agreed between the parties in writing:

- (a) the Customer undertakes to sign up to a direct debit mandate in such form as Supplier shall specify at the time of entering into this Agreement; and
- (b) the Customer undertakes not to withdraw such mandate without providing 14 days prior written notice to the Supplier of its intention to do so.

- 5.4 The Charges are exclusive of Value Added Tax or equivalent sales tax which will be payable by the Customer at the prevailing rate (where applicable).
- 5.5 Without prejudice to any other rights of the Supplier, in the event that the Customer fails to pay any sums due to the Supplier on the due date, the Supplier shall be entitled to charge daily interest on any amounts overdue under this Agreement from the due date until payment is made pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.6 If the Customer receives an invoice from the Supplier which it reasonably believes specifies Charges which are (in whole or in part) not valid and properly due (“**Disputed Charge**”), the Customer shall notify the Supplier in writing within 7 days of receipt of the invoice, of the nature of the existence of the Disputed Charge and the parties shall promptly commence negotiations to resolve such dispute. If no such notice is received by the Supplier within such period the relevant invoice shall be deemed correct and payable in accordance with the foregoing provisions of this Agreement. Notwithstanding the existence of a Disputed Charge, the Customer shall pay to the Supplier all invoiced Charges in accordance with the foregoing provisions of this Agreement. Where the Supplier agrees that Disputed Charges are not valid and properly due, it shall promptly refund an amount equal to such Charges to the Customer.

6. CUSTOMERS OBLIGATIONS

- 6.1 The Customer must:
- (a) ensure that all connected Devices are correctly configured to operate on the Network to which they are connected;
 - (b) pay all Charges on time;
 - (c) provide information as reasonably requested by the Supplier in connection with this Agreement;
 - (d) adhere to any conditions issued by, and comply with any reasonable instructions of, in each case the Supplier, any relevant Network Operator and/or any relevant Telecommunications Service Provider from time to time including without limitation regarding the Services, the use of SIM Card and/or Devices and/or security and other checks;
 - (e) not use the SIM Card or the Services for any purpose for which it was not designed or intended;
 - (f) inform the Supplier immediately of any changes in the Customers account/payment/ address/contact and other details;
 - (g) not re-sell, re-supply or otherwise distribute the Services or SIM Cards to any third party, whether on a service bureau basis or otherwise;
 - (h) not remove a SIM Card from any Device in which such SIM Card has been pre-loaded by the Supplier, except for routine maintenance of that Device, without the Supplier's prior written consent in each instance; and

- (i) save as required in the normal course of transmitting data on a Network, not attempt to access, use or modify the software loaded on a SIM Card (if any) in any manner.

6.2 The Customer must not use any SIM Card, Service and/or Device (or allow it to be used) for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature. The Supplier may report any such incidents to the police or any other relevant official organisation.

7. **TERMINATION**

General rights of termination for cause

7.1 Either party may terminate this Agreement at any time:

- (a) immediately upon giving written notice to the other party to such effect where:
 - (i) the other party commits a material breach of any provision of this Agreement which is capable of remedy and fails to remedy such breach within (30) days of receipt of a notice from the innocent party specifying the breach;
 - (ii) the other party commits a material breach of any provision of this Agreement which is not capable of remedy; or
 - (iii) an Act of Insolvency occurs with respect to the other party; or
- (b) on giving five (5) Business Days notice in writing to such effect where a delay or failure pursuant to a Force Majeure Event persists for more than a continuous period of three (3) months.

7.2 Each party shall notify the other in writing if any Act of Insolvency occurs in relation to itself.

Specific rights of termination

7.3 The Supplier may terminate this Agreement immediately upon providing written notice to such effect to the Customer where:

- (a) the Customer fails to make payment of any amount when due under this Agreement which is capable of remedy and fails to remedy such breach within thirty (30) days of receipt of a notice from the Supplier specifying the breach, or commits a material breach of any provision of a Related Agreement which is not capable of remedy; or
- (b) the Customer commits a material breach of any provision of a Related Agreement which is capable of remedy and fails to remedy such breach within thirty (30) days of receipt of a notice from the Supplier specifying the

breach, or commits a material breach of any provision of a Related Agreement which is not capable of remedy; or

- (c) a Related Agreement is terminated in accordance with its terms; or
- (d) any relevant agreement between the Supplier and a Network Operator or a Supplier or manufacturer to the Supplier relating to the subject matter of this Agreement is terminated.

7.4 The Customer may terminate this Agreement at any time (a) in its entirety or (b) in respect of certain SIM Cards only, in each case by giving the Supplier 30 days written notice to such effect.

Consequences of Termination

7.5 Upon the termination of this Agreement (whether in its entirety or in respect of certain SIM Cards only as contemplated by clause 7.4):

- (a) the Supplier will procure the disconnection of the relevant SIM Cards and any other relevant Device from the Network;
- (b) the Customer will pay to the Supplier the Termination Fee; and
- (c) save where the Supplier gives its prior written consent to the Customer retaining each relevant SIM Card (which may be subject to payment of an additional charge by the Customer), the Customer shall promptly return each relevant SIM Card to the Supplier.

Suspension, disconnection, and barring

7.6 The Supplier reserves the right at any time and without notice to suspend the provision of the Services and/or disconnect the SIM Cards from the Network or otherwise bar the Customer from using the SIM Cards on the Network where:

- (a) the Customer is in breach of this Agreement;
- (b) the Supplier reasonably believes the Customer to be in breach of this Agreement;
- (c) SIM Cards and/or relevant Devices are generating adverse levels of traffic over the Network (as determined by the Supplier at its sole discretion);
- (d) any complaint is made regarding the Customer (whether in respect of its use of the SIM Cards, the Network and/or the Services or otherwise) by any third party to any of the Supplier, any relevant Network Operator or any relevant Telecommunications Service Provider; or
- (e) any relevant Network Provider or Telecommunications Service Provider suspends its services.

7.7 Following disconnection of a SIM Card pursuant to clause 7.6, the Supplier reserves the right to charge the Customer for any administrative or other charges it incurs to

the relevant Network Operator and/or Telecommunications Service Provider in reconnecting such SIM Card to the relevant Network.

8. SIM CARDS

- 8.1 The Customer acknowledges and agrees that SIM Cards are easily lost, stolen damaged and/or destroyed and should be handled with care. If a SIM Card is lost, stolen, destroyed or becomes defective other than by reason of faulty design or workmanship, the Supplier reserves the right to charge the Customer for (a) a replacement SIM Card in accordance with the Tariff, and (b) any administrative or other charges it incurs to the relevant Network Operator and/or Telecommunications Service Provider in providing such replacement.
- 8.2 The Supplier reserves the right to recall any SIM Card at any time to enhance or maintain the quality of the Services.
- 8.3 The Customer must inform the Supplier immediately of any loss of or damage to any SIM Card or upon becoming aware that any party is making improper use of the same. The Customer will be responsible for any Charges incurred as a result of any unauthorised use of the SIM Card until such time as it has notified the Supplier in writing and the Supplier has disconnected or otherwise barred that SIM Card.

9. CONFIDENTIALITY

- 9.1 This clause 8 applies in respect of all Confidential Information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement.
- 9.2 The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third parties save to those employees permitted agents, subcontractors and professional advisers of the Receiving Party who are required to have the information in order for the Receiving Party to perform its obligations and exercise its rights under this Agreement. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party shall (where permitted to do so by law) provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.
- 9.3 The Receiving Party shall use at least the same effort to prevent unauthorised use or disclosure of the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
- 9.4 Each party's obligations under clauses 7.2 and 7.3 are of a unique character and each agrees that any breach may result in irreparable and continuing damage to the

other party for which there may be no adequate remedy in damages. In the event of such a breach, the damaged party will be entitled to seek injunctive relief and/or a decree for specific performance and such further relief as may be proper.

- 9.5 “Confidential Information” means any information disclosed by a party by any means (including orally and/or in writing that relates to its business or the subject matter of this Agreement, including the existence and content of this Agreement, or which is otherwise reasonably expected to be treated in a confidential manner given the circumstances of disclosure, whether or not the same is marked to indicate its confidential or proprietary nature. Confidential Information shall not, however, include any information that:
- (a) was in the public domain prior to the time of disclosure by the disclosing party;
 - (b) enters the public domain after disclosure by the disclosing party through no action or inaction of the other party;
 - (c) was already in the possession of the other party without confidentiality obligations at the time of disclosure (as shown by such other party’s files and records immediately prior to the time of disclosure);
 - (d) is obtained by the other party without confidentiality obligations from a third party who is not in breach of its own confidentiality obligations; or
 - (e) is independently developed by the other party without use of or reference to other Confidential Information; or
 - (f) may be disclosed to third parties pursuant to the express terms of this Agreement.

10. LIMITATION OF LIABILITY

Scope of Liability

- 10.1 Neither party shall, or shall seek to, restrict or exclude its liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other form of loss, damage or liability which cannot be excluded or restricted under applicable law.
- 10.2 The Supplier’s aggregate liability under this Agreement shall in no event exceed GBP two million (£2,000,000.00).
- 10.3 The Supplier shall not be liable for any indirect Losses.
- 10.4 The Supplier shall not be liable for Losses in respect of:

- (a) loss of or damage to or errors in data (including costs and expenses associated with its recovery and/or reconstruction);
- (b) loss of profits;
- (c) loss of contracts;
- (d) loss of business revenue;
- (e) loss of goodwill;
- (f) loss of anticipated savings;
- (g) loss arising from any claim made against the Customer by any third party; or
- (h) loss arising due to the acts of any Network Operator or Telecommunications Service Provider.

10.5 The Customer acknowledges and agrees that it is the Customer's responsibility to insure itself against indirect Losses and the Losses set out in clause 9.4.

10.6 Where the Supplier attends the Customer's premises in the course of performing the Services, the Supplier's maximum liability in contract, tort or otherwise for physical damage to the Customer's tangible personal or real property resulting from the Supplier's negligence shall not exceed £5 million per event or series of events.

10.7 If a SIM Card is found to be defective through faulty design or workmanship, the Supplier's liability shall be limited to providing a replacement SIM Card as soon as it is reasonably practicable to do so.

10.8 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

11. INDEMNITY

11.1 The Customer acknowledges and agrees that any breach of the terms of this Agreement by the Customer may put the Supplier in breach of the terms of its Telecommunications Service Agreements.

11.2 The Customer shall indemnify, defend and hold harmless, the Supplier and its employees and agents from any and all Losses incurred by the Supplier, its employees and agents pursuant to such Telecommunications Service Agreements arising from or in connection with any breach of this Agreement by the Customer. For the avoidance of doubt, all such Losses shall be deemed direct Losses.

12. NETWORK PERFORMANCE

12.1 The Customer acknowledges and agrees that:

- (a) the Services are only available within the range of the base stations that make up each Network;

- (b) the quality and availability of Services may sometimes be affected by factors outside the Supplier's and any Network Operator's or Telecommunication Service Provider's control such as local physical obstructions, atmospheric conditions, other causes of radio interference and other faults in or involving other telecommunications networks and/or network services providers on which the relevant Network relies;
- (c) the quality of Network services may not be at its best inside buildings or below ground; and
- (d) the Network and the Services may from time to time require upgrading, modification, maintenance or other works, which may result in some or all of the Services becoming temporarily unavailable. In such cases, the Network Operators generally do everything they can to provide alternative services and to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

13. DELAY & FORCE MAJEURE

- 13.1 Neither party will be liable for any delay in performing or its failure to perform its obligations under an Agreement if such delay or failure results from a Force Majeure Event. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.
- 13.2 With respect to the obligations of the Supplier under this Agreement:
 - (a) any timescale agreed by the parties is an estimate only; and
 - (b) time shall not be of the essence.

14. VARIATION TO CHARGES/SERVICES

- 14.1 The Supplier may vary the Tariff, the Charges and/or the Services, or withdraw any element of the Services:
 - (a) immediately on providing written notice to such effect where such variation is (i) required by a Network Operator, Telecommunications Service Provider or applicable law, or (ii) a consequence of any change to a Telecommunications Services Agreement required by a Network Operator, Telecommunications Service Provider or applicable law;
 - (b) at any time upon giving the Customer 6 months prior written notice to such effect; or
 - (c) in respect of the Tariff and/or the Charges only, upon giving not less than 1 month's prior written notice to such effect, such notice to take effect as at the next following anniversary of this Agreement.
- 14.2 In respect of any variation pursuant to clause 14.1(b) or 14.1(c), if the Customer does not provide written notice of its objection to such variation within one month of receipt of the relevant notice from the Supplier, it shall be taken to have agreed to such

variation. The Customer shall be immediately bound by any variation pursuant to clause 14.1(a).

- 14.3 Save as provided in clause 14.1 and 14.2, no variation or amendment to this Agreement shall be effective unless made in writing and signed by both of the parties.

15. OWNERSHIP OF SIM CARDS & INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Customer acknowledges and agrees that each SIM Card and all software (if any) loaded on such SIM Card is and shall remain the property of the relevant Network Operator and/or Telecommunications Service Provider.

- 15.2 All trade marks, branding, logos or other intellectual property belonging to the Supplier, the Network Operator or any supplier or manufacturer of SIM Cards or other equipment supplied to the Customer will at all times remain the property of those third parties. The Customer must not alter, remove or tamper with any such trade marks, branding, logos or other intellectual property or use them in any way without obtaining the prior written consent of the Supplier or the relevant third party owner.

16. DISCLOSURE OF INFORMATION

- 16.1 The Customer agrees that the Supplier may search the files of credit reference agencies which will keep a record of that search. The Supplier may also carry out identity and anti-fraud checks with fraud prevention agencies. Details of how the Customer conducts its account may also be disclosed to those agencies.

- 16.2 The Customer authorises the Supplier to use and disclose, in the UK and abroad, any and all information about the Customer including without limitation personal data (as defined in the Data Protection Act 1998) regarding the Customer's employees, officers and agents, its use of the Services and conduct for the purposes of operating its account and providing the Customer with the Services or as required under law, including without limitation to the Supplier's associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency.

17. NOTICES & POINTS OF CONTACT

- 17.1 All notices in respect of this Agreement shall:

- (a) be communicated to the other party by fax (save in respect of a notice pursuant to clause 6 or concerning a Force Majeure Event), post or by hand; and
- (b) be valid if marked for the attention of the persons, and delivered to the address(es) or number(s) as may be prescribed in writing by the receiving party from time to time; and
- (c) be deemed to be served:

- (i) in respect of notices delivered by post or by hand, if delivered during Business Hours on a Business Day, when so delivered; and if delivered outside Business Hours, at the start of Business Hours on the next Business Day; and
- (ii) in respect of notices delivered by fax, at the time when in the ordinary course of the means of transmission it would first be received by the addressee, provided that, where such time does not fall within Business Hours on a Business Day, such notice shall be deemed served at the start of Business Hours on the next Business Day.

18. THIRD PARTY RIGHTS

- 18.1 Each relevant Network Provider and Telecommunications Service Provider has the benefit of this Agreement and can enforce its terms pursuant to the Contracts (Rights of Third Parties) Act 1999. However, this Agreement may be amended or varied without their consent.
- 18.2 Save as provided in 18.1 above, no person who is not a party to an Agreement has any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

19. DISPUTE RESOLUTION PROCEDURES

- 19.1 All disputes between the parties shall be referred to the parties' respective representatives for resolution. The respective representatives shall meet as soon as possible should a dispute arise (and in any event within 14 Business Days of the dispute being notified in writing by one party to the other) and shall negotiate in good faith and use all reasonable endeavours to resolve the dispute.
- 19.2 A party shall be entitled (by giving the other party notice in writing) to withdraw from the dispute resolution process set out in clause 19.1 above and commence court proceedings relating to any dispute arising from this Agreement.
- 19.3 Save where otherwise required by applicable law, each party shall keep confidential all discussions and negotiations relating to any dispute unless and until the matter is referred for resolution by a court.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

21. COUNTERPARTS

- 21.1 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart.
- 21.2 Each counterpart shall constitute an original agreement but all the counterparts together shall constitute one and the same instrument.

22. ENTIRE AGREEMENT

- 22.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreements between the parties relating to the same subject matter.
- 22.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

23. MISCELLANEOUS

- 23.1 All amounts to be paid or repaid by one party to the other under the terms of an Agreement shall be exclusive of Value Added Tax (unless otherwise stated), which shall be paid as necessary following receipt by such party of an invoice valid for Value Added Tax purposes.
- 23.2 The Client shall not novate, assign or otherwise transfer this Agreement except with the prior written consent of the Supplier.
- 23.3 Except as expressly provided in this Agreement, the rights and remedies provided under an Agreement are in addition to, and not in place of, any rights or remedies provided by law.
- 23.4 Any failure by either party to enforce at any time and for any period any one or more of the terms of, or rights arising pursuant to this Agreement shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under this Agreement.
- 23.5 The invalidity or unenforceability of any term of, or any right arising pursuant to this Agreement shall not in any way affect the remaining terms or rights.
- 23.6 Nothing in this Agreement (or any of the arrangements contemplated hereby) shall be deemed to create a partnership between the parties.

24. CONNECTION LOG FORM

- 24.1 The Customer will request the Supplier activates SIMs by completing a connection log form in the form provided from time to time by the Supplier. Upon being activated the Supplier will email/fax the connection log form to the Customer confirming activation of the relevant SIM Cards.
- 24.2 All connection requests made via the connection log form will be treated as fully contracted connections to the Customer's account from point of receipt by the Supplier. These connections will be subject to the terms and conditions as set out in this Agreement.

24.3 The Customer warrants that all persons who complete and/or submit to the Supplier connection log forms are duly authorised to do so on its behalf. The Supplier shall have no duty to enquire as to the extent of such authority.

Signed by:..... Signed by:.....

Authorised Officer for and on behalf of:

Authorised Officer for and on behalf of

SOLUTIONS PT LIMITED

[CLIENT NAME]

Print Name

Print Name

Position

Position

Date

Date

25. TARIFFS

TARIFF NAME:		
Initial One Off Sim Charge		
Monthly Line Rental (per SIM, per month)		
Inclusive Megabytes (per month)		
Minimum Contract Term (per SIM) (months)		
CALL CHARGES		
Type of Call:	Peak	Off-Peak
UK Fixed SMS		
UK Xnetwork SMS		
UK Ora-Ora		
UK Landline		
UK Xnetwork		
GPRS per megabyte (UK Only)		
GPRS per megabyte (International)		

Notes:

- 1) Tariff name and minimum term must be quoted on the Connection Log Form.
- 2) Prices are exclusive of VAT E&EO.
- 3) Calls made to and from roaming SIM cards will be subject to roamed charges over and above the standard tariff charges.
- 4) GPRS traffic is invoiced in bytes (1,024 bytes = 1 kilobyte; 1,024 kilobytes = 1 megabyte).
- 5) SIM swaps is £10.00 excluding VAT per SIM card.

Signed by:..... Signed by:.....

Authorised Officer for and on behalf of:

SOLUTIONS PT LIMITED

Authorised Officer for and on behalf of

[CLIENT NAME]

Contract No:

Print Name
Position
Date

Print Name
Position
Date