



Mobile Agreement - Standard Conditions of Service ("Conditions")

1 DEFINITIONS

1.1 In these Conditions the following words shall have the meanings set out below:

"Agreement" means the Mobile Agreement entered into by You;

"Airtime Services" means the connection to and use of a telecommunication network for mobile telephone calls and data;

"Airtime Services Agreement" means an agreement between an Airtime Services Provider and You for the supply of Airtime Services;

"Airtime Services Provider" means a third party supplier of Airtime Services introduced to You by Us;

"Commencement Date" means the date the Agreement becomes signed by both parties' authorised representatives;

"Contract" means the contract between Us and You for the supply of Products, Airtime Services and/or Non-Airtime Services, consisting of these Conditions and the Agreement;

"Minimum Period" means the minimum term of the Airtime Services Agreement as stated within it;

"Minimum Term" means 24 months or otherwise agreed in writing between the parties;

"Monthly Fee" has the meaning given to it in condition 6.2;

"Non-Airtime Services" means the Support Services, the Repair Services and any other services agreed in writing by Us to be provided to You in connection with the Products, but excluding the Airtime Services;

"Previously Paid Termination Charges" means any termination or settlement charges paid by Us on Your behalf to Your previous mobile provider at any time;

"Products" means the SIM card, handset (if required) and any other equipment to be supplied to You, all as stated in the Agreement;

"Repair Services" shall have the meaning given to it in condition 7.10;

"Services" shall mean any services provided in accordance with these Conditions;



"Supply Date" means the estimated date, agreed between Us and You, for the relevant Product(s) and/or Service(s) to be provided;

"Support Services" means the customer support services provided by Us to You in respect of the Products and the Airtime Services, such as assistance with call barring and faulty SIMS;

"Us", "Our" or "We" means Berry Telecoms Limited, a company registered in England and Wales with company number 07681963 whose registered office is at Unit 2 Berry Group House, Woodford Centre, Old Sarum Park, Lysander Way, Old Sarum, Salisbury, SP4 6BU;

"You" or "Your" means the person named in the Agreement who purchases, in the course of its business, the Products, Airtime Services and/or Non-Airtime Services from Us.

1.2 Any references to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Headings do not affect interpretation and are provided for convenience only.

2 **BASIS OF CONTRACT AND TERM**

2.1 The Contract shall come into force on the Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of these Conditions, until the end of the Minimum Term. Thereafter it shall continue in full force and effect until terminated by either party giving not less than 30 days' notice in writing to the other party.

2.2 The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by Us, or on Our behalf, which is not set out in the Contract.

2.3 Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Products and Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by Us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.



- 2.6 All of these Conditions shall apply to the supply of both Products and Services unless otherwise specified.

3 **AIRTIME SERVICES**

In respect of the Airtime Services, the following conditions apply.

- 3.1 Subject to condition 3.2, the Airtime Services will be carried out from the applicable Supply Date using reasonable care and skill.
- 3.2 We shall use all reasonable endeavours to meet any performance dates for the Airtime Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Airtime Services.
- 3.3 We may amend the Airtime Services, if necessary, to comply with: (i) any applicable law, regulatory requirement or requirement of our suppliers; or (ii) if the amendment will not materially affect the nature or quality of the Airtime Services (as applicable), and We shall notify You of this.
- 3.4 Any intellectual property rights in, arising out of or in connection with the Airtime Services shall be owned by Us or our licensors.
- 3.5 If, immediately before the Commencement Date, You have a contract to receive Airtime Services from a telecom network operator (or a reseller on its behalf) and, pursuant to this Agreement, You switch to receive the Airtime Services, via Us (as a wholesaler for the same telecom network operator), and, as a result, We incur a fee to that telecom network operator, We may re-charge that fee to You. Typically the fee can be in the region of £35.

4 **NON-AIRTIME SERVICES**

- 4.1 Subject to condition 4.3, the Non-Airtime Services will be carried out from the applicable Supply Date using reasonable care and skill.
- 4.2 Non-Airtime Services will only be carried out during Our normal working hours, being 9am to 5.30pm Monday to Friday.
- 4.3 We shall use all reasonable endeavours to meet any performance dates for the Non-Airtime Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Non-Airtime Services.
- 4.4 We may amend the Non-Airtime Services, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Non-Airtime Services (as applicable), and We shall notify You of this.



4.5 Any intellectual property rights in, arising out of or in connection with the Non-Airtime Services shall be owned by Us.

5 **PRODUCTS**

5.1 We will use reasonable endeavours to supply the Products by the date (if any) discussed with You. However, We do not guarantee that delivery will be made by that date and do not accept any liability in respect of late delivery for whatever reason.

5.2 Products will be delivered to You by special delivery post to Your address specified in the Agreement.

5.3 The risk in the Products shall pass to You on completion of delivery.

5.4 If any Product is:

5.4.1 provided to You (as specified in the Agreement) free of charge; or

5.4.2 paid for in full by You before delivery,

then ownership of that Product shall pass to You on completion of delivery.

5.5 If a Product is being paid for after delivery as part of the Monthly Fee then, on payment of the final amount due under the Contract in respect of the Minimum Term, ownership of that Product shall pass to You.

5.6 Until ownership of the Products passes to You, You shall:

5.6.1 store the Products separately from all other goods held by You so that they remain readily identifiable as Our property;

5.6.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

5.6.3 maintain the Products in satisfactory condition and keep them insured against all risks, for their full price, on Our behalf from the date of delivery.

5.7 If, before ownership of the Products passes to You, You become subject to any of the events listed in condition 10.2.1, 10.2.2 or 10.2.3 then, without limiting any other right or remedy We may have, We may at any time:

5.7.1 require You to deliver up all Products in its possession; and



5.7.2 if You fail to do so promptly, enter any of Your premises or those of any third party where the Products are stored in order to recover them.

6 PRICE AND PAYMENT

- 6.1 If any of the Products are to be paid for, in full, before delivery, the price payable for such Products shall be set out in the Agreement. We shall raise an invoice, for those Products, before the anticipated date for delivery and such invoice shall be payable immediately.
- 6.2 Except where Products have been paid for, in full, before delivery, the price payable for the Products, Airtime Services and Support Services shall be set out in the Agreement and shall be payable on a monthly basis ("**Monthly Fee**"). We may amend the Monthly Fee from time to time on giving You 30 days' notice.
- 6.3 An invoice shall be raised in respect of the Monthly Fee (and any applicable VAT) on a monthly basis and payment shall be taken by direct debit, from such account nominated for this purpose by You, 10 days following the date of the invoice.
- 6.4 The price payable for the Repair Services shall be as referred to in condition 7.11. We shall invoice You on completion of the Repair Services.
- 6.5 If We agree to provide any Non-Airtime Services in addition to the Support Services and Repair Services, the parties shall agree in writing the Services to be provided, the price for such services and the relevant payment terms.
- 6.6 Unless otherwise stated, prices are quoted exclusive of VAT, which will be charged in addition.
- 6.7 Except as provided for in conditions 6.1 and 6.3, all Our invoices must be paid, in full, by You, into a bank account nominated in writing by Us, within 14 days of the date of invoice. Time for payment shall be of the essence of the Contract. If You have any query regarding any invoice, You must notify Us of that query within 90 days of the date of that invoice, otherwise You will be deemed to accept that invoice and no further challenge to that invoice will be permitted.
- 6.8 If You fail to make payment on the due date then, without limiting Our other remedies, We may charge (both before and after judgement) daily interest on late payments at a rate equal to 4% per annum above the base lending rate of Barclays Bank Plc from the due date until the date that payment is made, compounding quarterly or, at its discretion, a late payment fee of £35 plus VAT.
- 6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



6.10 In addition to any other sums that may be due to Us under the Contract, We may charge an administration fee as follows:

6.10.1 £15 plus VAT per invoice if You cancel Your Direct Debit instruction or have insufficient funds in Your bank account on the Direct Debit due date, without informing Us in advance; and

6.10.2 £80.00 upon termination of the Contract.

7 **PRODUCTS AND REPAIR SERVICES**

7.1 If any fault or issue arises in respect of the Products, You should contact Us and arrange for the Product(s) to be returned to Us for inspection. The identification of any such fault or issue shall not affect Your obligation to make payments under the Contract and all payments due under the Contract shall remain payable in full.

7.2 Repairs to the Products must not be carried out by anyone other than Us or Our nominee.

7.3 These Conditions shall apply to any repaired or replacement Products supplied by Us.

7.4 In no circumstances is a temporary/loaned Product provided whilst any Product is being repaired.

Repairs under guarantee

7.5 All Products supplied by Us come with a 12-month manufacturer's guarantee ("**Product Guarantee**"), unless otherwise stated.

7.6 The applicable terms and conditions of the Product Guarantee are in the manufacturer's guarantee document provided with the Products. The Product Guarantee is only valid if You comply with the terms and conditions of the Product Guarantee.

7.7 The Product Guarantee does not cover faults which arise as a result of Your actions, omissions or improper or incorrect usage of the Products (including but not limited to issues arising as a result of water damage, mishandling (e.g. cracked screens) or heat damage).

7.8 Faults or issues identified within 30 days of delivery of a Product and covered by the relevant Product Guarantee will result in a replacement being provided to You. After this period the Product will, in the absolute discretion of Us and/or the manufacturer (as relevant), either be repaired or replaced in accordance with the Product Guarantee.



7.9 Except as provided in this Condition 7, We shall have no liability to You in respect of the Products' failure to comply with the Product Guarantee.

Repairs which are not under guarantee

7.10 If requested by You to do so, We shall use Our reasonable endeavours to repair any Products which are not covered by the relevant Product Guarantee ("**Repair Services**"). If the Products cannot be repaired, We shall notify You accordingly.

7.11 We may charge You for the Repair Services (whether or not repairs are successful). A quote for the cost of the Repair Services will be provided to You in advance for approval. Such costs shall be calculated on a time and materials basis.

8 YOUR OBLIGATIONS

8.1 You shall:

8.1.1 ensure that the terms of the Agreement are complete and accurate;

8.1.2 co-operate with Us in all matters relating to the Airtime Services and the Non-Airtime Services; and

8.1.3 comply with all applicable laws in respect of the Airtime Services and the Non-Airtime Services.

8.2 You may use the Products and/or Services to access the internet and services not provided under the Contract. We take no responsibility for these services. You shall take appropriate measures to back up data and otherwise protect against loss of data under this Contract and keep secret any passwords.

8.3 If the performance of any of Our obligations under the Contract is prevented or delayed by Your act or omission or Your failure to perform any relevant obligation (**Default**):

8.3.1 without limiting or affecting any other right or remedy available to it, We may suspend performance of the Services until You remedy the Default, and to rely on the Default to relieve Us from the performance of any of Our obligations, in each case to the extent the Default prevents or delays the performance of any of Our obligations;

8.3.2 We shall not be liable for any costs or losses incurred by You arising directly or indirectly from Our failure or delay to perform any of its obligations as set out in this condition 8.3; and

8.3.3 You shall reimburse Us on written demand for any costs or losses incurred by Us arising directly or indirectly from the Default.



9 **LIMITATION OF LIABILITY**

- 9.1 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law, trade, custom, practice or course of dealing are excluded to the fullest extent permitted by law.
- 9.2 Nothing in these Conditions shall limit or exclude Our liability for death or personal injury caused by the negligence of Us or Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of goods and Services Act 1982 (title and quiet possession).
- 9.3 Subject to condition 9.2:
- 9.3.1 We shall not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- 9.3.2 We shall have no liability whatsoever if any sum owing by You to Us has not been paid; and
- 9.3.3 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the aggregate price paid by You to Us in the three month period immediately preceding the matter giving rise to the liability in question.
- 9.4 Our employees or agents are not authorised to make any representations concerning the Products, Airtime Services and Non-Airtime Services unless confirmed by Us in writing.
- 9.5 This Condition 9 shall survive termination of the Contact.

10 **TERMINATION**

- 10.1 Notwithstanding condition 2.1 and subject to condition 11 (termination fees), You may terminate the Contract upon 90 days' written notice to Us prior to the expiry of the Minimum Term.
- 10.2 Without limiting Our other rights or remedies, We may terminate the Contract by giving written notice to You if You:
- 10.2.1 take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound



up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

10.2.2 suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of its business;

10.2.3 fail to pay any amount due under this Contract on the due date for payment; or

10.2.4 commit a material breach of the Contract and (if such breach is remediable) fail to remedy that breach within 14 days of being notified in writing of the breach.

10.3 Without limiting Our other rights or remedies, We may:

10.3.1 terminate the Contract for convenience without liability at any time by giving 30 days' written notice to You;

10.3.2 suspend provision of all or any Services under the Contract or any other contract between You and Us if You become subject to any of the events listed in condition 10.2.1, 10.2.2 or 10.2.3 or We reasonably believe that You are about to become subject to any of them.

11 **CONSEQUENCES OF TERMINATION AND TERMINATION FEES**

11.1 On termination of the Contract for any reason:

11.1.1 You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Products and Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;

11.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

11.1.3 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

11.2 Notwithstanding condition 11.1, if the Contract is terminated:

11.2.1 by You pursuant to condition 10.1, You shall immediately pay a fee equal to the average of the price paid by You to Us in the 3 months immediately preceding the notice of termination multiplied by the number of months



remaining within the Minimum Term at termination. If less than three months has elapsed before the date of the notice of termination, an average of the price paid by You from the Commencement Date to the date of the termination notice shall be used multiplied by the number of months remaining within the Minimum Term at termination; or

11.2.2 by Us pursuant to condition 10.2, You shall immediately pay such proportion of the Charges in respect of the remainder of the Minimum Term after the date of termination as We calculate (acting reasonably) represents a genuine estimate of the loss suffered as a result of the breach. Such amount shall never exceed the amount equal to the Charges for the remainder of the Minimum Term. For the purposes of this condition, the "**Charges**" are the amount equal to the Monthly Charges multiplied by the number of months during the Minimum Term; or

11.2.3 by You pursuant to condition 10.1 or by Us pursuant to condition 10.2 before the expiry of the Minimum Term, You shall on demand in addition to its payment obligations in this condition 11.2, reimburse Us the Previously Paid Termination Charges.

11.3 If the Products, or any of them, were not paid for in full prior to delivery, all such Products shall be returned, at Your cost, to Us on termination of the Contract, if the Contract is terminated before the expiry of the Minimum Term. All such Products must be in working order and good condition (subject to fair wear and tear) when returned. In respect of any handset returned under this condition 11.3, when it is returned You must also ensure that the SIM card, battery, charger and user guide are returned with the handset. If any Products are not returned, or are not returned in accordance with this condition 11.3, You shall (if the cost of the Products has not been taken into account for the purposes of the Monthly Fee and We are therefore compensated in this regard in accordance with condition 11.2) make a payment to Us in respect of such Products. The amount payable shall be calculated by taking the original cost of the Products divided by the number of months during the Minimum Term and multiplied by the number of months remaining of the Minimum Term after the date of termination of the Contract. We shall raise an invoice for any such amount due, which shall be payable immediately.

11.4 If You fail to comply with condition 11.2 or condition 11.3, We shall have no obligation or liability to You to transfer You to another service provider until conditions 11.2 and 11.3 have been complied with in full.

11.5 Without affecting any other right or remedy available to it, We may suspend the supply of Non-Airtime Services and/or Airtime Services under the Contract or any other contract between You and Us if You fail to pay any amount due under the



Contract on the due date for payment, You become subject to any of the events listed in condition 10.2 or We reasonably believe that You are about to become subject to any of them.

12 **CONFIDENTIAL INFORMATION**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party ("**Confidential Information**"), except as permitted by condition 12.2.

12.2 Each party may disclose the other party's Confidential Information:

12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this condition 12; and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

13 **DATA PROTECTION**

13.1 The following definitions are used in this condition 13:

Applicable Law means (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or which is applicable in any jurisdiction that the Services are provided to or in respect of; (ii) the common law and laws of equity as applicable to the parties (or either of them) from time to time; (iii) any binding court order, judgment or decree as applicable to the parties (or either of them) from time to time; or (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over that party or any of that party's assets, resources or business;

Customer Personal Data means any Personal Data that We receive pursuant to the Contract;

Data Protection Legislation means all applicable data protection legislation, including Regulation (EU) 2016/679 (the General Data Protection Regulation) and



any national implementing laws, regulations and secondary legislation (or if the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data) (all as amended, updated or re-enacted from time to time); and

Personal Data, Data Subject, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation.

13.2 Notwithstanding any other provision of these Conditions, both parties will comply with all applicable requirements of the Data Protection Legislation. Subject to condition 13.8, the parties acknowledge that for the purposes of the Data Protection Legislation, You are the Data Controller and We are the Data Processor in respect of Customer Personal Data.

13.3 You will ensure that You have all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Us for the duration and purposes of the Contract.

13.4 We shall, in relation to any Customer Personal Data processed by Us in connection with Our performance of the Contract:

13.4.1 process that Customer Personal Data only on Your written instructions unless We are required by Applicable Law to process Customer Personal Data otherwise than in accordance with Your written instructions. Where We rely on Applicable Law as the basis for processing Customer Personal Data, We shall promptly notify You of this before performing that processing unless the Applicable Law prohibits Us from notifying You;

13.4.2 immediately inform You if We become aware of a written instruction given by You under condition 13.4.1 that, in Our opinion, infringes Data Protection Legislation and We may suspend the Services (or just the part of the Services impacted by the infringement) until such time as the parties have agreed appropriate amended instructions which are not infringing;

13.4.3 ensure that We have in place appropriate technical and organisational measures:

13.4.3.1 to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include pseudonymising and



encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of Our technical and organisational measures); and

13.4.3.2 in so far as possible and taking into account the nature of the processing, to assist You in fulfilling Your obligations to respond to any request from a Data Subject relating to Customer Personal Data;

13.4.4 ensure that all personnel who process Customer Personal Data are obliged to keep the Customer Personal Data confidential except where disclosure is required in accordance with Applicable Law;

13.4.5 assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities;

13.4.6 at Your written direction, delete or return Customer Personal Data and copies of it to You on termination of the Contract unless required by Applicable Law to store the Customer Personal Data; and

13.4.7 maintain and on request provide to You information to demonstrate Our compliance with this condition 13 and allow for audits by You or Your designated auditor subject to You: (i) giving Us reasonable prior notice of such information requests or audits; (ii) keeping all information obtained or generated thereby strictly confidential (except for disclosure required by Applicable Law); and (iii) ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to Our business.

13.5 You consent to Us appointing the following as third-party processors of Customer Personal Data under the Contract:

Name or categories of sub-processor	What sub-processing do they do
Daisy Wholesale (or other wholesale supplier of the Services)	The processing of personal data in relation to the supply of the Services.



Union Street Ability Billing Software	Which holds call CDR's for the purpose of monthly billing.

13.6 We confirm that We have entered or (as the case may be) will enter into with each third-party processor a written agreement incorporating terms which are substantially similar to those set out in this condition 13. As between You and Us, subject to condition 9, We shall remain fully liable for all acts or omissions of any third-party processor appointed by Us pursuant to this condition 13.

13.7 This condition sets out the nature and purpose of processing by Us, the duration of the processing by Us, the types of Personal Data and the categories of Data Subject:

13.7.1 *Purpose of processing:* For the purpose of the supply by Us of the Services to You in accordance with the Contract.

13.7.2 *Nature of processing:* Use of data in order to contact and liaise with You and in order to supply the Services.

13.7.3 *Duration of processing:* The term of the Contract.

13.7.4 *Types of Personal Data:* Full names, job title, email addresses, addresses and contact telephone numbers of You and/or Your employees and Your bank details.

13.7.5 *Categories of Data Subject:* Data in relation to You and/or Your employees.

13.8 We record and monitor all calls received and made by Us and will be the Data Controller in respect of any Personal Data collected as a result. Please see Our privacy notice at <https://www.berrytelecom.co.uk/privacy> for details of how We will use Personal Data collected from such calls.

14 **GENERAL**

14.1 Calls relating to customer services and telemarketing are monitored and recorded by Us. This is done for training purposes and to improve the quality of Our customer services.

14.2 We may disclose any information concerning You to licensed credit reference agencies for the purpose of credit checks. We and the credit reference agencies may retain a record of the results of the credit check.



- 14.3 We shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform the Services or any of Our obligations under the Contract if the delay or failure was due to a Force Majeure Event. A **Force Majeure Event** means any event beyond Our reasonable control including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance or governmental action.
- 14.4 If any dispute arises in connection with the Contract then the parties will attempt to settle it. You are referred to Our complaint procedure, which can be found at Our website www.berrytelecom.co.uk.
- 14.5 The parties agree that the terms of the Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- 14.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.7 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 14.8 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without Our prior written consent.
- 14.9 Any notice shall be in writing and be addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. Any notice of termination of the Contract served by You must be marked for the attention of Our managing director and sent by recorded delivery.
- 14.10 No delay or failure by Us in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by Us shall be effective unless in writing.
- 14.11 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions



of these Conditions and the remainder of the provision in question shall not be affected.

- 14.12 Our rights are cumulative and in addition to any rights available at common law.
- 14.13 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Us.
- 14.14 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.