TMR Agility Communications Limited
Mobile Services Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clauses 2, (Basis of Contract), 12 (Limitation of liability) and 13 (Termination).

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Account: the Customer's account for the provision of Services and/or Mobile Equipment under the Contract, set up by Agility which may or may not have a specific account number.

Agility: means TMR Agility Communications Limited, trading as Agility Communications, of C/O Bevan Kidwell Llp, 113-117 Farringdon Road, London, England, EC1R 3BX **registered** in England with company number 10604192.

Administration Fee: the amount of £50 per Line.

Application form: any application form issued by Agility to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Buyout: has the meaning set out in clause 10.2.

Cancellation Fees: the Term Fees, the return of any Buyout paid by Agility to the Customer, the return of any Deal Incentives paid by Agility to the Customer and the recommended retail price (as at the Commencement Date) of any Mobile Equipment provided by or on behalf of Agility to the Customer (including Mobile Equipment subject to a Mobile Equipment Leasing Contract) and the Administration Fee.

Charges: the charges detailed at clause 8.

Commencement Date: means the date upon which the Contract is signed by or on behalf of the Customer (including any electronic signature).

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between Agility and the Customer that is made up of these Conditions and the Order for the supply of Services and/or Mobile Equipment.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the party Agility contracts with to provide the Services and/or Mobile Equipment.

Deal Incentive: a monthly discount offered by Agility to the Customer as against the charges under the Network Contract for the amount specified in the Order and for the period specified in the Order (where no period is specified in the Order the discount shall be payable until the Review point detailed in clause 15).

Delivery Location: has the meaning given in clause 3.4.

Fair Usage Policy: 3000 minutes to a UK landline or mobile number in any calendar month where Agility is providing MVNO Services.

Force Majeure Event: has the meaning given to it in clause 17.

Line: a mobile communications telephone number commencing with the numbers 07.

Minimum Period: the minimum period of the Contract of 2 years from the Commencement Date or connection of the Services (whichever is the latter) or such other longer period as may be specified in the Order or the Network Contract (including, but not limited to, a period referred to in the Order as contract length, length, term, minimum term, period or contract period).

Mobile Equipment: any mobile or wireless device, handset, tablet, USB data drive, data card, memory card, SIM card or similar device or card provided to the Customer under the Contract and or the Mobile Equipment Leasing Contract for use in connection with the Services.

Mobile Equipment Leasing Contract: the mobile equipment leasing contract between the customer and a third party whereby some or all of the Mobile equipment detailed in the Order is provided to the Customer by a third party.

MVNO Services: means services whereby Agility are leasing telephone and data spectrum from a Network Provider acting as a mobile virtual network operator (under the name Agility Mobile or any other name operated by Agility Communications Limited and the provision of telecommunications and data services which does not require the Customer to enter in to a separate Network Contract in addition to the Contract.

Network Contract: a contract entered or to be entered in to between the Customer and a Network Provider in addition to the Contract for the provision of Network Services

Network Provider: means a third party telecommunications network provider including, but not limited to EE Limited, Vodafone Limited or Telefonica UK Ltd (O2) or A1 Comms Limited

Network Services: the supply of telecommunications or data services provided by a Network Provider.

Order: the Customer's order for the supply of Services and/or Mobile Equipment, as set out in the Application Form or Purchase Order.

Purchase Order: any purchase order issued by Agility to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.

Services: the services supplied by Agility to the Customer as set out in the Order Including, but not limited to MVNO Services or the procurement of Network Services.

Small Business Customer: a Customer with not more than 10 employees

Term Fees: in respect of MVNO Services, the fees calculated by multiplying the remaining number of months of the Minimum Period by the monthly charges for the Services or £250 per Line whichever is the higher amount; or in respect of any Network Services, sixty per cent of the monthly fees payable under the Network Contract calculated by multiplying the remaining number of months of the Minimum Period by the monthly fees payable under the Network Contract or £250 per Line whichever is the higher amount (and in either case, whether MVNO Services or not, the monthly charges to be multiplied by the remaining number of months of the Minimum Period shall be the full monthly charges specified in the Order and exclusive of any Deal Incentive).

1.2 Interpretation:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Basis of contract: **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

2.1 The Contract starts on and is effective from the Commencement Date, shall renew in accordance with clause 15 and shall continue until terminated by either party in accordance with these Conditions.

2.2 Where applicable and where a Network Provider rejects the Network Contract and/or refuses to enter in to the Network Contract (on or after the Commencement Date), the Contract shall remain in full force and Agility may elect to provide the services in place of the Network Provider (on an MVNO basis) or shall use reasonable endeavours to procure Network Services from an alternative Network Provider on similar terms to the Network Contract whereupon the Customer shall be obliged to co-operate in entering in to an alternative Network Contract. If the Customer refuses to sign an alternative Network Contract, contrary to this clause 2.2 or fails to do so within 14 days of a request by Agility to sign an alternative Network Contract, Agility shall be entitled to terminate the Contract and clause 14 shall apply.

2.3 Where a Network Provider insists on the payment of a deposit as a condition precedent to entering in to the Network Contract the Customer shall be liable to pay such deposit. If the Customer refuses to pay such deposit, contrary to this clause 2.3 or fails to do so within 14 days of a request by Agility or the Network Provider, Agility shall be entitled to terminate the Contract and clause 14 shall apply.

2.4 As part of Agility's credit management procedures, Agility may at any time during the Contract require the Customer to pay a deposit or provide a guarantee as security for the payment of future invoices. If the Customer refuses to pay a deposit or provide a guarantee (or fails to do so within 14 days of a request from Agility), Agility shall be entitled to terminate the Contract and clause 14 shall apply.

2.5 Agility offers no warranty in respect of mobile signal coverage and both parties acknowledge that each of the major Network Providers advertise 98 per cent or more network coverage in the United Kingdom and such coverage cannot be verified by Agility. The Customer acknowledges that prior to signing the Contract, the Customer has taken all reasonable steps to ensure that the mobile network being connected to under the Contract or Network Contract has sufficient signal or coverage in the Customer's location or locations where the Customer desires a reliable mobile signal.

2.6 Notwithstanding clause 13 of these Conditions, Agility may terminate the Contract, without any liability to the Customer, during the first 30 days from the Commencement Date for any reason whatsoever upon providing 7 days' notice to the Customer. If this clause is utilised then the Customer will not obliged to pay any termination fees and/or Cancellation Fees.

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

2.8 Any quotation given by Agility shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.

2.9 All of these Conditions shall apply to the supply of both Services and Mobile Equipment except where application to one or the other is specified.

2.10 The Customer acknowledges that the Contract is a business to business contract and warrants that s/he is acting in the course of his or her business, trade or profession.

2.11 Notwithstanding any agreed spending cap or data cap (or alert) between the Customer and Agility (and/or the Network where applicable) the Customer hereby accepts full responsibility for data usage plus charges and acknowledges that usage information available to Agility is provided by third parties, is not live and may be significantly delayed. The Customer further agrees that it shall use its best endeavours to monitor and limit data usage so as not to exceed any contracted allowance where the Customer wishes to avoid liability for excess data charges.

3. Mobile Equipment

3.1 The Mobile Equipment to be provided under the Contract shall be specified in the Order. The Customer acknowledges that some or all of the Mobile Equipment may be provided under a Mobile Equipment Leasing Contract and the Customer is obliged to sign and return a Mobile Equipment Leasing Contract pursuant to clause 7.

3.2 The provision of Mobile Equipment is subject to availability.

3.3 Subject to clause 3.6 of these Conditions, the Mobile Equipment shall be delivered within 3 months of the commencement date and if Agility is unable to source or provide the Mobile Equipment within such period, the Customer shall be entitled to receive an equivalent handset of an equivalent value from the Agility device price list.

3.4 The Mobile Equipment shall be delivered to the location set out in the Order or such other location as the parties may agree (Delivery Location).

3.5 Delivery of the Mobile Equipment shall be deemed completed on the second business day after posting by Agility or the Network Provider or on the second business day following the Mobile Equipment being collected from Agility or the Network Provider from a courier with instructions to deliver to the Delivery Location.

3.6 Any dates quoted for delivery of the Mobile Equipment are approximate only, and the time of delivery is not of the essence. No Mobile Equipment will be dispatched until the Customer has provided porting access codes irrespective of any delivery date specified on the Order. Agility shall not be liable for any delay in delivery of the Mobile Equipment that is caused by a Force Majeure Event or delays caused by a third party manufacturer (or supplier) or the Customer's failure to provide Agility with adequate delivery instructions or any other instructions that are relevant to the supply of the Mobile Equipment.

4. Quality of Mobile Equipment

4.1 Agility shall pass on the benefit to the Customer of any warranties it receives from the manufacturer of the Mobile Equipment.

4.2 The Customer acknowledges that any attempt to repair, service or tamper with the Mobile equipment may invalidate the manufacturer’s warranty.

5. Title and risk

5.1 The risk in the Mobile Equipment shall pass to the Customer on completion of delivery.

5.2 Subject to clause 5.3, title to the Mobile Equipment shall not pass to the Customer until the Contract is validly terminated in accordance with these Conditions and all sums due under

the Contract, including but not limited to Cancellation Fees, have been paid by the Customer to Agility.

5.3 Where the Customer has entered in to a Mobile Equipment Leasing Contract, in addition to the Contract, the Customer holds the Mobile Equipment as bailee and title to the Mobile Equipment shall pass (if at all) in accordance with the terms of the Mobile Equipment Leasing Contract.

5.4 Until title to the Mobile Equipment has passed to the Customer, the Customer shall:

(a) maintain the Mobile Equipment in satisfactory condition and keep it insured against all risks for its full price on Agility's behalf from the date of delivery;

(b) notify Agility immediately if the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d); and

(c) give Agility such information relating to the Mobile Equipment as Agility may require from time to time.

5.5 If before title to the Mobile Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), then, without limiting any other right or remedy Agility may have:

(a) Agility may at any time:

(i) require the Customer to deliver up all Mobile Equipment in its possession and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Mobile Equipment is stored in order to recover each item of Mobile Equipment.

6. Supply of Services

6.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Contract, Agility agrees to supply and the Customer agrees to receive the Services and/or the Mobile Equipment subject to the provisions of the Contract.

7. Customer's obligations

7.1 The Customer shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with Agility in all matters relating to the Services and Network Services including, but not limited to, promptly signing a Mobile Equipment Leasing Contract and/or a Network Contract where applicable;

(c) provide Agility with such information and materials as Agility may reasonably require in order to supply the Services (including, but not limited to, providing porting access codes to enable connection of the services), and ensure that such information is complete and accurate in all material respects;

(d) promptly notify Agility of a change of address, change of registered office or change of trading location(s);

(e) where applicable, comply with all terms of the Network Contract and/or the Mobile Equipment Leasing Contract including, but not limited to, the terms for payment of all charges and fees under the Network Contract and/or the Mobile Equipment Leasing Contract.

(f) authorise the Network Provider to disclose all information to Agility relating to the Network Contract;

(g) if provided with 15 or more mobile devices under the Contract, set up on-line billing and not cancel on-line billing prior to the termination of the Contract;

(h) return to Agility a hardcopy of the signed Contract and where applicable the signed Mobile Equipment Leasing Contract within 14 days of the Commencement Date;

(i) within 30 days of the Commencement date, send to Agility all mobile phone handsets (together with any pass codes or words required to operate each handset) in the possession or ownership of the Customer which shall not be used or needed by the Customer for the provision of the Services under the Contract.

7.2 The obligations set out at clauses 7.1 (a) to (i) above are conditions of the Contract. In addition to any other remedies that Agility may have for a breach of those conditions by the Customer, whether set out in the Contract or otherwise, if the Customer breaches condition 7.1 (i) the Customer shall be liable to pay £250 to Agility for each handset that is retained by the Customer (or £250 where the Customer has failed to provide a pass code or word or any such pass code or word provided is incorrect). Where Agility is liable to pay Deal Incentives, Termination Fees or any other sums to the Customer, it may elect to set off those monies due against any sums due from the Customer under this clause 7.2.

8. Charges and payment

8.1 In addition to the charges detailed at clause 8.2 of these Conditions, the price for the Services and Mobile Equipment shall be the price set out in the Order or, if no price is quoted, the price set out in Agility 's price list as at the Commencement Date. The Customer acknowledges that certain charges may be payable directly to the Network Provider and/or where applicable to a third party under the Mobile Equipment Leasing Contract. The price payable for additional services and out of bundle charges (unless indicated as inclusive in the Order), including but not limited to, bolt on services, call features, calls to international numbers, calls to the Channel Islands, roaming charges, calls to service numbers, calls to premium rate numbers, calls to 08 & 09 numbers, calls to 0845 & 0870 numbers, calls to 0500 numbers, calls to mobiles, calls to retrieve messages, internet calls, calls to 074 numbers, calls to 070 numbers, calls to a personal numbering service, satellite calls, calls to or involving Lyca Mobile or similar international call providers, calls above the Fair Usage Policy, information and paging services, data usage, text messages, picture or multi-media messages shall be the price specified in Agility’s price list in force at the time such additional services or out of bundle services are utilised.

8.2 The Customer shall be liable to pay to Agility:

(a) a fee of £250 per Line which is connected or to be connected under the Contract; and

(b) a consultation fee of £500.

8.3 The Customer shall pay £85 for each porting access code (pac code) requested in respect of each and any Line connected under the Contract or Network Contract and if such a request is made during the Minimum Period, clause 14.2 shall apply.

8.4 Agility reserves the right to:

(a) increase the Charges from time to time and shall provide the Customer with at least 7 days’ notice prior to such increase taking effect. For the avoidance of doubt, the Customer shall not be entitled to terminate the Contract upon any increase in Charges; and

(b) increase the price of the Mobile Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Mobile Equipment to Agility.

8.5 Agility may invoice the Customer for Charges under the Contract. Where applicable, Network Services shall be invoiced by and payable to the Network Provider. Where a Mobile Equipment Leasing Contract has been entered in to, the provider of Mobile Equipment under

such contract shall invoice the Customer in accordance with the terms of the Mobile Equipment Leasing Contract. Agility may invoice on a monthly basis for MVNO Services.

8.6 The Customer shall pay each invoice submitted by Agility:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Agility by way of direct debit, failing which a payment processing fee of £6 per invoice shall be payable by the Customer, and time for payment shall be of the essence of the Contract. Where the Customer cancels a direct debit mandate to Agility a cancellation fee of £15 shall be payable in respect of each instance of cancellation. Invoices will be provided to the customer in braille or audio formats upon request subject to the Customer paying a fee of £35 per invoice.

8.7 The Customer shall be liable to pay the Charges whether the Services are being utilised by the Customer or a third party. This includes all Charges arising from unauthorised or fraudulent use.

8.8 Invoices shall be deemed to be undisputed, and the Customer acknowledges that it shall not be entitled to dispute an invoice unless the Customer notifies Agility in writing of any dispute (clearly identifying the reasons for the dispute) within 30 days from the date of service, or from the date of the invoice, whichever comes last.

8.9 All amounts payable by the Customer under the Contract, Network Contract or Mobile Equipment Leasing Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Agility to the Customer, the Customer shall, on receipt of a valid VAT invoice from Agility, pay to Agility such additional amounts in respect of VAT as are chargeable on the supply of the Services or Mobile Equipment at the same time as payment is due for the supply of the Services or Mobile Equipment.

8.10 If the Customer fails to make a payment due to Agility under the Contract by the due date, then, without limiting Agility's remedies under clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the Bank of England’s base rate compounding quarterly.

8.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Agility may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Agility to the Customer.

9. RPI & Additional Services

9.1 So that we can keep pace with inflation and to ensure you receive the best possible service from Agility, the price of our all tariffs will increase each year in January at the rate of RPI (Retail Price Index). The monthly price of your plan will increase every year from January by an amount equal to the increase in the Retail Price Index published in December of the previous year. The annual price increase is based on the full price of your plan and/or additional services you take from us. Please note, the cost of these additional services you take from us may increase or decrease while you’re an Agility Customer.

9.2 From time to time, Agility will be charged by wholesale carriers in respect to additional services that are integral or needed as part of your agreement. Agility will always use best endeavours to absorb any additional costs from wholesale carriers, but in some cases will be obliged to pass on charges in relation to your bill. If you have any questions in relation to additional charges or an RPI increase, please email billing@agilitycomms.co.uk

10. Deal Incentives

10.1 Where a Deal Incentive is specified in the Order, subject to clause 8.2, Agility shall reimburse (or provide a credit in the case of MVNO Services) the Customer the amount of any Deal Incentive upon the Customer first providing Agility with a VAT invoice from the Customer

to Agility for the amount of the monthly Deal Incentive (the value of the Deal Incentive specified in the Order shall be inclusive of VAT). No invoice shall be required where Agility are providing MVNO Services.

10.2 The Customer shall be liable to pay the Network Provider the full amount of all charges under the Network Contract irrespective of any Deal Incentive. Providing the Customer has not committed a breach of the Contract or any Network Contract or any Mobile Equipment Leasing Contract and upon receipt of an invoice in accordance with clause 8.1, Agility shall reimburse or credit the Customer for the amount of the Deal Incentive. The payment under this clause 8 shall be made monthly in equal instalments starting with the first payment within 90 days of receipt of the Customer's invoice issued in accordance with clause 8.1 (or credit 1 month from the connection of the services in the case of MVNO Services) and ending at the Review point referred to in clause 15. For the avoidance of doubt, no Deal Incentive shall be due or payable after the Review point and if no Review is specified in the Order no Deal Incentive shall be due or payable during the second half of the Minimum Term. Where the terms of this clause 10 are inconsistent with the Order, this clause 10 shall prevail.

11. Buyout

11.1 The Customer acknowledges that by entering in to the Contract and/or the Network Contract, the Customer may have to pay termination or other charges to a Network Provider or third party for cancelling or terminating a pre-existing contract with that Network Provider or third party.

11.2 The Order may specify a sum that Agility is prepared to reimburse the Customer to cover some or all of the termination charges referred to in clause 11.1 (Buyout). Subject to clause 10.3 (or 10.4 in the case of MVNO Services), Agility shall reimburse the Customer with the Buyout specified in the Order upon receipt of VAT invoices for the amount of the Buyout from the Customer's old supplier and from the Customer to Agility Buyout (the value of the Buyout specified in the Order shall be inclusive of VAT).

11.3 Notwithstanding this clause 11, it shall remain the Customer's liability to pay any termination or similar charges referred to in clause 11.1. Providing the Customer has not committed a breach of the Contract or any Network Contract or any Mobile Equipment Leasing Contract (excluding any pre-existing contract for services similar to those provided under the Contract), and upon receipt of invoices in accordance with clause 11.2, Agility shall reimburse the Customer for the amount of the Buyout. The reimbursement under this clause 11 shall be paid in three monthly instalments and the first reimbursement payment shall be made by Agility within 90 days of receipt of the invoice issued in accordance with clause 11.2.

11.4 Contrary to clauses 11.2 and 11.3, where Agility is providing MVNO Services and providing the Customer is not in breach of the Contract, Agility shall reimburse the Customer with the Buyout amount specified in the Order (upon receipt of the invoices referred to in clause 11.2) by way of a pro rata credit to the Customer's invoices over 4 months. By way of example, if the Buyout is for £1000, Agility shall credit the Customer's invoice in the sum of £250 for 4 months. If the credit produces a negative value, the balance shall be paid to the Customer within 14 days following transmission of Agility 's relevant invoice.

11.5 Where Agility, despite not being contractually obliged to do so, pays the Buyout sum whether in a lump sum or instalments, to the Customer up front as opposed to by way of reimbursement, such Buyout sum paid by Agility to the Customer shall be paid over to the Network Provider in respect of the pre-existing contract without delay.

12 Confidentiality

12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information including, but not limited to, the business, affairs or charges of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

(a) 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 clause 12; and

(b) 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 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in these Conditions shall limit or exclude Agility 's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; and

(c) any other matter in respect of which liability cannot lawfully be limited or excluded;

13.2 Subject to clause 13.1, Agility shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; or

(g) any indirect or consequential loss.

13.3 Subject to clause 13.1, Agility 's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the amount paid by the Customer to Agility for Charges paid under the Contract.

13.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.

13.5 This clause 13 shall survive termination of the Contract.

13.6 Subject to clause 13.1, Agility and the Customer agree that the Contract shall not be rescindable on grounds of misrepresentation

14 Termination and Suspension: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

14.1 Subject to clause 15.2 the Customer may terminate the Contract at any time by giving Agility 30 days' written notice.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its 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;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.3 Without affecting any other right or remedy available to it, Agility may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract or Network Contract or Mobile Equipment Leasing Contract on the due date for payment; or

(b) there is a change of control of the Customer.

14.4 Without affecting any other right or remedy available to it, Agility may suspend the supply of Services, disconnect the Services or suspend all further deliveries of Mobile Equipment under the Contract or any other contract between the Customer and Agility if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or Agility reasonably believes that the Customer is about to become subject to any of them.

14.5 Without affecting any other right or remedy available to it, Agility may suspend the supply of Services, disconnect the Services or all further deliveries of Mobile Equipment under the Contract or any other contract between the Customer and Agility if the customer fails to sign a Network Contract or pay a deposit contrary to clauses 2.2, 2.3 or 2.4.

14.6 Where the Services are suspended or disconnected under clauses 14.4 or 14.5, the Customer shall be liable to pay to Agility a disconnection fee of £29 for each instance of disconnection where the Contract provides for 9 Lines or fewer and where the Contract provides for 10 or more Lines a disconnection fee of £3 per Line shall be payable.

15 Consequences of termination

15.1 On termination of the Contract the Customer shall immediately pay to Agility all Charges together with all of Agility 's outstanding unpaid invoices and interest and, in respect of Services and Mobile Equipment supplied or Charges for which no invoice has been submitted, Agility shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.2 Cancellation Fees will be payable by the Customer to Agility if prior to the expiry of the Minimum Period:

(a) the Contract is terminated; or

(b) the Network Contract is terminated; or

(c) the Network Services are disconnected as a consequence of the Customer’s breach of the Network Contract; or

(d) the Mobile Equipment Leasing Contract is terminated.

15.3 The Cancellation Fees payable in accordance with clause 15.2 shall be invoiced by Agility to the Customer and shall be payable immediately upon receipt.

15.4 The Customer acknowledges that the Cancellation Fees represent a genuine pre-estimate of the loss suffered by Agility due to early termination, having regard to the overall commercial deal between the parties and that the Cancellation Fees do not represent a penalty.

15.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including

the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.6 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16 Upgrades

16.1 Where the Order specifies an upgrade or review point, Agility shall review the Contract and/or the Network Contract and the monthly charges being paid by the Customer (Review). Following any Review, Agility may elect to offer the Customer a new contract whereupon, if the Customer elects to accept the offer, the Customer shall sign a new Contract (New Contract) including a new Purchase Order or Application Form (New Order).

16.2 Where the Customer agrees to a New Contract, clause 15.2 shall not apply to the (old) Contract and the Customer will be bound by the terms of the New Order, including any new minimum term or period specified in the New Order.

16.3 Where the terms of this clause 16 are inconsistent with the Order, this clause 16 shall prevail.

16.4 Nothing in this clause 16 or the Contract obliges Agility to provide any upgraded or new Mobile Equipment or to reduce the Charges payable by the Customer upon conducting a Review. Any Mobile Equipment and the cost of such Mobile Equipment to be provided in the New Contract shall be specified in the New Order.

16.5 Unless the Customer has provided 30 days' written notice to terminate the Contract prior to the expiry of the Minimum Period, the Contract shall automatically renew for a further period of 12 months (Renewal Period), whereupon no Deal Incentive shall be due and the Contract shall continue to renew for successive Renewal Periods until the Customer provides 30 days' written notice to terminate. Clause 15.2 shall apply if the Contract is terminated prior to the expiry of any 12 month Renewal Period.

16.6 Clause 16.5 shall not apply to a Small Business Customer.

17 Dispute Resolution

17.1 The parties shall use their reasonable endeavors' to resolve disputes arising from or in connection with the Contract (Dispute). If either party wishes to raise a Dispute, it shall notify the other party in writing (in accordance with clause 19.2) clearly identifying the reasons for the Dispute and providing copies of any supporting documentation that is relied on.

17.2 A Customer with no more than 10 employees may be able to take a Dispute to adjudication under the Ombudsman Services dispute resolution scheme.

17.3 Nothing in this Contract prevents Agility from seeking a legal remedy through the courts at any time. The time costs of Agility's In House Solicitor dealing with a Dispute (including but not limited to the recovery of Charges and/or Cancellation Fees) both before and during any court claim shall be payable by the Customer to Agility on an indemnity basis at the guideline rate for a band A fee earner specified at www.gov.uk/guidance/solicitors-guideline-hourly-rates and at the grade for where the Customer's principal place of business is situated (Legal Costs). The Customer acknowledges that such Legal Costs are reasonable and payable notwithstanding rule 27.14 of the Civil Procedure Rules or any successor provision dealing with the recoverability of costs on the small claims track.

17.4 Any overdue invoice issued by Agility to the Customer may be referred to a third party debt agency and the Customer shall be liable to pay such third party's fees in addition to Agility's Legal Costs.

18 Force majeure

For the purpose of this clause, For Majeure means any event or sequence of events beyond a party's reasonable control and that could not have been reasonably anticipated or avoided and which prevents it from, or delays it in, performing its obligations under this Agreement including, but not limited to, (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation; (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot); (d) civil emergency (whether an emergency be declared or not); (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party), (f) adverse weather conditions; (g) nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority; (h) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions; (i) radioactive, nuclear, chemical or biological contamination or sonic boom, pressure waves caused by aircraft travelling at sonic or supersonic speeds; (j) law, or governmental order, rule, regulation or direction, judgment, order or decree; (k) epidemic or pandemic; (l) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott of a third party workforce only (m) interruption or failure of utility service including to electric power, gas, water, internet or telephone service; (n) loss at sea; (o) collapse of building structures; (p) failure of the transportation of any personnel, equipment, machinery supply or material required by a party for performance of the agreement; (q) failure of plant machinery, machinery, computers or vehicles; (r) non-performance by suppliers or sub-contractors; (s) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (t) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition; (u) accidental damage or other act (v) cyber attack, incident or intrusion..

Neither party shall have any liability for any failure or delay in performance of this Agreement to the extent the same results from Force Majeure for as long as such event means that performance of the agreement is not possible or is delayed. The party affected by such Force Majeure shall promptly notify the other party in writing when such Force Majeure causes a delay or failure in performance and when it ceases to do so. If such Force Majeure continues for a continuous period of more than three months, the party not affected may terminate this Agreement by written notice to the other party.

19 General

19.1 Assignment and other dealings

(a) Agility may at any time novate the Contract or assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

19.2 Notices.

(a) Any notice or other communication given by the Customer to Agility under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid recorded delivery post or next working day delivery service at Agility's registered office or such other address where Agility asks the Customer to send notices to.

(b) Any notice or other communication given by Agility to the Customer under or in

connection with the Contract shall be sent to the Customer's contact email address specified in the Order (or such other primary email address of the Customer as Agility may elect), or by post to the Customer's registered office (if a company) or the address specified in the Order or any other address where the Customer requests Agility to send notices to.

(c) Any notice or other communication shall be deemed to have been received: if delivered by hand or recorded deliver post or by a next working day delivery service, on signature of a delivery receipt; if sent by first or second class post (non recorded) at 9am on the second business day after posting; or if sent by email at the time of transmission.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.6 Entire agreement.

(a) 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.

(b) 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 that is not set out in the Contract.

19.7 Third parties rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (in the case of Agility to be signed by a director). Agility may change these Conditions from time to time and the varied or updated Conditions shall be available to view at https://agilitycomms.co.uk/ Minor changes will take effect immediately upon the varied Conditions being posted at https://agilitycomms.co.uk/ and material changes shall take effect 30 days after the varied Conditions have been posted at https://agilitycomms.co.uk/

19.9 Set Off: Each party shall pay all sums that it owes to he other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kidn, save as may be required by law.

19.10 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation