

PART A — GENERAL TERMS AND CONDITIONS Version: 150708

1. Definitions

"Access Service"	means procuring the following services from the Line Operator: (i) analogue direct exchange lines and calls, being: (a) Residential Single Lines; (b) Business Single Lines; (c) Business Multi Lines; and (ii) digital ISDN services, being (a) the Basic Service; and (b) the ISDN30 Service.
"Access Service Period"	means the period from the Commencement Date until the date of disconnection of the Access Service(s).
"Additional Services"	means any additional telecommunications services agreed to be supplied by Chandler Communications Ltd to the Customer as listed overleaf.
"Agreement"	means these general terms and conditions, the terms and conditions which apply to the supply of the Services as set out in Part B, and any amendments to the same.
"Airtime"	means wireless airtime and network capacity procured from the Network Operator.
"Basic Service"	means a basic level ISDN service for single residential and business users.
"Business Single Line"	means a single exchange line charged at the business tariff as set out in the Price List.
"Centrex"	means a central office exchange service whereby the Customer's telephone facilities are owned and operated centrally by a telecommunications provider.
"Chandler"	means Chandler Communications Limited (registration number 04584705) whose registered office address is at Artisans House, 7 Queensbridge, Northampton, NN4 7BF and any other trading name by which Chandler is referred including, but not limited to, Chandler Comms and Chandlers.
"Chandler Helpdesk"	means the helpdesk for customers operated by Chandler Communications Limited for and on behalf of Chandler.
"Chandler System"	means the system and software used by Chandler for the time being to record details of the Customer, inventory, call and billing data and to provide the Services.
"Chandler Website"	means the website for customers operated by Chandler Communications Limited for and on behalf of Chandler, currently www.chandlercomms.co.uk.
"Charges"	means the charges for the Services payable to Chandler by the Customer.
"CLI"	means calling line identity. "Commencement Date" means the date of signature of this Agreement by the Customer or, if different, the date upon which Services are first provided to the Customer.
"Customer"	means the customer of Chandler Communications Ltd whose details and registered office appear overleaf.
"Data Protection Legislation"	means the Data Protection Act 1998, including any regulations or rules issued in respect thereof including (but not limited to) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (any amendments thereto) and any guidance issued from time to time by the Information Commissioner.
"Disconnection Notice"	means a notice from the Customer to Chandler Communications Ltd to disconnect all or the relevant part of the Services which should be in the form made available to the Customer by Chandler Communications Ltd.
"Electronic Communications Network"	means the GSM specification cellular telecommunication system.
"Electronic Communications Services"	means the mobile telecommunications services to be provided by Total to Chandler for onward supply to the Customer.
"End-User Licensed Software"	means any software, the licence terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" licence agreement.
"Equipment"	means the telecommunications or routing equipment for connection to the Services whether supplied by Chandler Communications Ltd or not.
"Equipment Termination Fee"	has the meaning set out in clause 6.4.
"Fixed Line Services"	means services provided to devices connected by cable including, but not limited to, fixed-line internet services, analogue, ISDN2, ISDN30, Multi lines and VoIP lines.
"General Conditions"	means the applicable provisions set out in, or provided by the Communications Act 2003;
"GSM Gateway"	means a device or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the Chandler System or the cellular telecommunications system of another network operator and used solely for the purpose of sending and receiving messages conveyed by means of the Chandler System or the cellular telecommunications system of another network operator.
"Group"	means Chandler, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.
"Hardware Account"	means an account provided by Chandler for the purchase of Equipment by the Customer during a Minimum Period as specified in the Sales Order.
"Indirect Access Service"	means the carrier pre-selection service provided by the System Operator.
"Indirect Access Service Period"	means the period from the Commencement Date until the date of termination of the Indirect Access Service Period.
"Internet"	means the global data network comprising interconnected networks using the TCP/IP protocol suite.
"ISDN"	means integrated services digital network. "ISDN 30 Service" means a high speed ISDN service for multiple users (up to a maximum of 30).
"ISDN Services"	means the Basic Service and the ISDN30 Service.
"Line Operator"	means British Telecommunications plc.
"Line Rental Charges"	means the non-usage dependent part of the Charges.
"Minimum Period"	has the meaning set out in the relevant terms and conditions under Part B.
"Network Operator"	means the network operator who operates the wireless network or networks to which the SIM Cards are connected and from whom Airtime is procured by Chandler for the benefit of the Customer.
"Numbers"	means the telephone numbers allocated to Chandler by the Network Operator and in turn allocated by Chandler to SIM Cards and used by the Customer to access the Services.
"PBX"	means a private branch exchange or network used by the Customer for making and receiving telephone calls which are external to such exchange.
"Price list"	means the descriptions of and the list of prices and tariffs which are charged to customers for the Services.
"Residential Single Line"	means a single exchange line charged at the residential tariff as set out in the Price List.
"RPI"	means the all-items percentage increase figure of the Index of Retail Prices published by the Office of National Statistics or any official index replacing the same.
"Sales Order"	means a request by the Customer for Services or a change or variation in respect of the same (but not a disconnection) which should be communicated to Chandler in writing by email and/or in writing on the document entitled
"Network Services Agreement/Contract"	made available to the Customer by Chandler.
"Service Period"	means the period commencing on the Commencement Date during which period the Services will be provided by Chandler to the Customer pursuant to this Agreement.
"Services"	means the provision by Chandler to the Customer of Airtime, Equipment, Additional Services, and/or the Value Added Services or any other services which Chandler may from time to time provide.
"SIM Card"	means the subscriber identity module supplied by the Network Operator (and which shall at all times remain the property of the Network Operator), which is allocated to the Customer by Chandler, and which contains the Number.
"Software"	means any software (excluding End-User Licensed Software) supplied to the Customer by Chandler, the Network Operator or any other supplier under the terms of or in respect of this Agreement which shall be on the terms of a non-exclusive, non-transferable licence and which software is to be used for the sole purpose of operating the Equipment in order to be able to obtain the Services.
"Subsidiary and Holding Company"	in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006.
"System Operator"	means the network operator or such other operator designated by Chandler from time to time.
"Termination Notice"	means the notice to terminate this Agreement which should be submitted using the Termination Notice form made available to the Customer by Chandler.
"Termination Fee"	means the fee which may be payable on termination of this Agreement as specified in this Agreement or as reasonably specified by Chandler from time to time (including, without limitation, any Equipment Termination Fee which may be payable). "Value Added Services" means the value added Services such as installation, insurance and repair etc. as may be made available from time to time by Chandler to the Customer.
"Warranty Period"	means the period of the manufacturers' warranty in respect of any Equipment supplied by Chandler to the Customer under this Agreement.

2. Providing the Services

- 2.1 This Agreement will commence on acceptance by Chandler of any Sales Order.
- 2.2 The Customer hereby confirms that: (i) in the case of an individual he or she is at least 18 years old; (ii) the director or person who agreed or completed the Sales Order forming part of this Agreement has the necessary authority to act on behalf of the Customer and bind the Customer to this Agreement; (iii) all details of the Customer which were inserted/provided in respect of the Sales Order by that director or person acting on the Customer's behalf are accurate and up to date; and (iv) by completion of the Sales Order, the Customer agrees to be bound by the terms of this Agreement.
- 2.3 Chandler will use its reasonable endeavours to provide the Services by the date(s) agreed with the Customer and make the Services available for the Service Period, subject to the terms of this Agreement. Chandler does not represent or warrant that the Services shall be available without interruption or free from error.

3. Orders

- 3.1 At any time after the Commencement Date the Customer may by means of a Sales Order request a change or a variation to (i) the Airtime and/or the Additional Services, and/or (ii) the Equipment. In respect of any changes or variations specified in (ii) above, Chandler reserves the right to charge associated costs at its discretion including, without limitation, any cancellation costs charged by third party suppliers of such equipment. In placing a Sales Order the Customer shall make use of any agreement number allocated to this Agreement by Chandler. This Agreement also applies to all future Services supplied to You by Chandlers from the date of connection to the service or from the date of upgrade of existing equipment already connected to the service. For the avoidance of doubt, the agreed contractual term for any future Sales Orders shall begin from the connection date of the Service and continue for the term noted on the relevant Sales Order.
- 3.2 All Sales Orders shall be subject only to the terms of this Agreement. Any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by the Customer for the purpose of placing Sales Orders shall be ineffective.
- 3.3 Chandler may vary these terms and conditions at any time by posting the changes on the Chandler Website (www.chandlercomms.co.uk) and, where reasonably practicable, giving the Customer prior notice. Chandler will only do this if Chandler has a valid reason, for example to reflect changing arrangements with any third party operator or changing legal, regulatory or business requirements. The Customer hereby agrees that, if the Customer decides to use the Services after any variation(s) to these terms and conditions that have been posted on the Chandler Website, the Customer will be bound by the Agreement as varied.
- 3.4 Chandler may increase the Charges on an annual basis, typically during April, in line with the RPI and other inflationary measures.

4. Payment

- 4.1 Unless Chandler shall otherwise agree, the Customer shall pay all Charges and any other sums due from the Customer to Chandler by direct debit within 14 days of the date of Chandlers invoice for such charges.

- 4.2 All Charges are subject to Value Added Tax and any other relevant tax, duty or levy, which shall be payable by the Customer in addition at the prevailing rate from time to time as applicable.
- 4.3 In the event that any Charges and any other sums are not paid by their due date:
- 4.3.1 interest may be levied at the rate of 4% above the base lending rate of Natwest Bank from time to time in force, calculated from the date payment was due until the date of actual payment, together with all costs incurred in the collection of such outstanding amount; and
- 4.3.2 Chandler shall be authorised to debit the Customer's nominated bank account, or credit card, pursuant to this Agreement, with the full amount of such Charges, together with sums due under Clause 4.3.1.
- 4.4 Without prejudice to Chandler's rights under this Agreement, in the event that any payments due and owing to Chandler in accordance with this Agreement are unpaid for more than fourteen (14) days following the expiry of the due date for payment then Chandler may suspend the provision of any Electronic Communications Services and/or Fixed Line Services.
- 4.5 The Customer is solely responsible for all Equipment used by the Customer and which is not owned by Chandler including insurance and shall remain liable for all Charges during any period of loss, theft, damage or other inability to use the Equipment.
- 4.6 Chandler will only consider billing queries regarding Charges from the Customer if made within 1 month of the date of invoice (providing Chandler with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable). If Chandler determines (at Chandler sole discretion): (a) that the Customer's dispute is not genuine or reasonable, or where notification is not made before such date, the Customer must pay the invoice in full in accordance with clause 4.1 above, plus any interest charged on the full invoiced sum in accordance with clause
- 4.3.1 above; or (b) that the Customer's dispute is genuine and reasonable, the Customer must pay the undisputed part of the notice in accordance with clause 4.1 above and Chandler will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved:-
- (i) such that the Customer still owes Chandler money, the Customer must pay all sums owed to Chandler within 14 calendar days of resolution of the dispute, plus interest in accordance with clause
- 4.3.1 above from the date payment of the disputed invoice was due; or (ii) such that Chandler owes the Customer money, Chandler will (at its sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer, plus any interest paid thereon under clause 4.3.1 above. Chandler will each bear its own costs in resolving any dispute under this clause 4.6.
- 4.7 If required by Chandler at any time, the Customer shall pay a deposit to be used as security against any Charges due to Chandler, or which may become so due, which will be returnable to the Customer only when payment has been made to Chandler of all Charges due under this Agreement, or upon termination, whichever is the later. The Customer shall not be entitled to any interest on any deposit held by Chandler.
- 4.7.1 Chandler may, in its absolute discretion, provide a Hardware Account for use by the Customer. If provided, the Customer shall be entitled to offset the cost of all Equipment against the balance held by Chandler in such account from time to time. No other charges, costs or interest may be offset against sums held in the Hardware Account. Any balance remaining on the Hardware Account will be forfeited upon the expiry of any Minimum Period, this is at the sole discretion of Chandler. Any account or fund previously provided by Chandler or any other member of the Group shall be deemed to expire on the Commencement Date. For the avoidance of doubt, Chandler shall (in its absolute without limitation, Chandler's right to determine that only a fixed or pro rata amount of the Hardware Account balance can be offset on a monthly basis against the cost of such Equipment during the Minimum Period. Such additional terms shall be specified in the Sales Order.
- 4.8 Chandler may, in its absolute discretion, discount the Line Rental Charges to prices below the recommended retail price during any Minimum Period (as specified in the Sales Order). Following the expiry of such period Chandler reserves the right to increase such charges to the recommended retail price until such time as the Customer terminates or renews the Agreement.
- 5. Credit Limit**
- The Customer may be allocated a credit limit on or before the Commencement Date or at any subsequent time, credit limit may be varied by Chandler from time to time, and in the event of such variation, Chandler shall be entitled to carry out such credit checks on the Customer as Chandler reasonably deems necessary.
- 6. Equipment**
- 6.1 The Customer warrants that all Equipment owned by the Customer and to be used for connection to the Services shall be (i) technically compatible with the same and will not harm the Services, and (ii) will be connected to the same in accordance with all relevant instructions, standards and laws.
- 6.2 Acceptance of Equipment supplied by Chandler to the Customer shall take place when the Customer takes delivery or possession of the same. Save as is otherwise set out under Part B, title to such equipment will not pass to the Customer until the date on which all invoices relating to such equipment have been paid in full and any Equipment Termination Fee which may apply has been paid and provided that no other sums are overdue to Chandler from the Customer on any account whatsoever.
- 6.3 Where the Equipment is supplied by Chandler and title to such equipment is passed to the Customer, Chandler will use its reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to Chandler in respect thereof. All other warranties, conditions and other terms implied by statute or common law (save for conditions as to title) are excluded from this Agreement.
- 6.4 For the purposes of this clause 6, "Equipment Termination Fee" means the fee which may be payable in the event of any early termination of this Agreement (whether or not prior to the expiry of the Minimum Period or other fixed period specified in the Sales Order) which occurs during the Warranty Period, and is calculated as follows: (Remaining months of Warranty Period Following early termination/Warranty Period) x SIM free price of Equipment.
- 7. Intellectual Property**
- 7.1 The Customer shall not use or permit anyone else to use, the Chandler name, logo or trademark without the prior written consent of Chandler. The Customer also agrees not to infringe any copyright or registered or unregistered trademark belonging to any third party in respect of the use of the Services. The Customer shall indemnify Chandler against any action, claim, loss, damage, proceedings, expense (including legal costs) suffered or incurred by Chandler arising from any action which is directly or indirectly related to infringement of any third party's intellectual property rights
- 8. Termination**
- 8.1 This Agreement may be terminated by either party if the other party is in material breach, and the breach, if capable of remedy, has not been remedied by such party within fourteen (14) days of written notice specifying the breach and requiring its remedy.
- 8.2 Chandler shall have the right to terminate this Agreement at any time in any of the following circumstances by prior written notice to the Customer:
- 8.2.1 if the Customer has failed to pay monies properly due to Chandler under this Agreement; or
- 8.2.2 if the Customer is otherwise materially or persistently in breach of the Agreement; or
- 8.2.3 if the Customer is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) makes or offers to make any arrangement or composition with any one or more of its creditors (including Chandler) or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other party or if any resolution or petition to wind up that other party (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation or if an administrator or a supervisor or receiver or administrative receiver or other encumbrancer of that other party's undertaking property or assets or any part thereof is appointed;
- 8.2.4 if the Services become unavailable due to the termination of any of Chandler's agreements with any provider(s) of the Services or where such provider(s) is/are not permitted by law to supply the Services;
- 8.2.5 if Chandler is unable to provide the Services for any other reason; or
- 8.2.6 if Chandler is directed by a competent authority to cease the provision of the Services.
- 8.3 A Termination Notice may be given to Chandler at any time by the Customer if Chandler increases its prices or tariffs in respect of the Services from the Charges set out overleaf to the Customer's material disadvantage or substantially varies these terms to the Customer's material disadvantage OTHER than where such increases in prices or tariffs or change to these terms arises as a consequence of (i) an increase in line with any increase in the RPI during the Service Period, or (ii) a change or variation in prices, tariffs, terms or otherwise made or requested by the provider(s) of the Services and/or third party manufacturers or suppliers and/or due to a variation in the rate of Value Added Tax.
- 8.4 In addition to the parties' rights to terminate under this clause 8:
- 8.4.1 Chandler may at any time during the service Period serve on the Customer written notice to terminate this Agreement on a minimum 7 days' notice and the Customer shall be liable to pay to Chandler any Termination Fee imposed by Chandler at its sole discretion; or
- 8.4.2 the Customer may serve on Chandler a Termination Notice in respect of all or any part of the Services in accordance with the relevant terms and conditions for such Service(s) set out in Part B and the Customer shall be liable to any applicable Termination Fee.
- 8.5 Upon the giving of a Termination Notice by Chandler to the Customer this Agreement will come to an end 7 days thereafter, and upon the giving of a Termination Notice by the Customer to Chandler this Agreement will come to an end 30 days thereafter.
- 8.6 Upon the expiry of any Termination Notice or otherwise upon the termination of this Agreement Chandler will disconnect all Equipment from the Services, the Customer will pay to Chandler any applicable Termination Fee and neither party shall lose any rights accrued under this Agreement prior to it ending. The Customer shall also return all Equipment to Chandler which it does not own or have legal title to at the date of expiry of any Termination Notice or otherwise upon the determination of this Agreement, in accordance with clause 6.2 above or under Part B.
- 8.7 In the event that this Agreement is terminated (i) prior to the expiry of any Minimum Period, the Termination Fee shall include all Line Rental Charges for the remainder of the Minimum Period which shall be charged at the full retail price from time to time, or (ii) following the expiry of any Minimum Period, the Termination Fee shall include any discount which Chandler has applied to the Line Rental Charges from the date on which the Minimum Period commenced until the date of expiry of any Termination Notice or otherwise upon the determination of this Agreement.
- 8.8 Ending your contract with Chandlers on or before expiry of the agreed contractual term.
- Subject to clause 8 of this Agreement and any express provision contained within any Sales Order, the Customer shall not terminate the Services before the expiry of the agreed contractual term. If contrary to the provisions of this Agreement and the Sales Order, the Customer informs Chandler that it requires early termination of this Agreement the Customer shall pay to Chandlers all charges and any other sums due to Chandlers for the remainder of the agreed contractual term. For the avoidance of doubt charges and any other sums include the unrecovered value of mobile equipment issued to the Customer by Chandlers under the Agreement and for the agreed contractual term.
- Where on expiry of the agreed contractual term or on early termination the Customer wishes to keep the assigned number or multiple numbers and requests the provision of a Porting Authorisation Code ("PAC") an administration charge will be incurred which includes where applicable any charge imposed by a regulated supplier and in entering into this Agreement the Customer confirms acceptance of this charge.
- 9. Export Control**
- 9.1 Delivery of any Equipment by Chandler to the Customer may be subject to export control law and regulations. Chandler does not represent that any necessary approvals and licences have been obtained or will be granted.
- 9.2 The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 9.3 In the event that the Customer procures Equipment, including 'x'da' Equipment or similar computer technology from Chandler, the Customer agrees that in signing this Agreement the Customer accepts

the terms of the following end-user undertaking: the Customer certifies that it will be the end-user of the Equipment and further certifies that it shall use the Equipment only for the purposes of

- 9.4 allowing its employees to send, receive, store and process data and voice Services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that it is intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle activity; and agrees to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and industry if requested to do so by Chandler.
- 10. Confidentiality**
- 10.1 All business or technical information disclosed by either party ("disclosing party") to the other ("receiving party") shall be regarded as confidential unless expressly stated otherwise in writing and shall not be disclosed to third parties without the consent in writing of the other party, except such of its employees, contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause, provided that information shall not be regarded as confidential if:
- 10.1.1 it is authorised to be disclosed by the disclosing party; or
- 10.1.2 it is or becomes publicly known through no fault of the receiving party.
- 11. Limitation of Liability**
- 11.1 Subject to clause 11.3 and without prejudice to clause 11.2, neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any direct or indirect:
- loss of revenue
 - loss of business
 - loss of profit
 - loss or corruption of data
 - loss of anticipated savings
 - loss of contracts
 - loss of goodwill; or
 - consequential or contingent loss
- 11.2 Subject to clause 11.3, Chandler's aggregate liability to the Customer resulting from Chandler's negligence or otherwise arising in connection with this Agreement shall be limited to the amount paid by the Customer to Chandler during the year preceding the breach.
- 11.3 Nothing in this Agreement shall exclude or restrict the liability of either party for fraud, death or personal injury resulting from the negligence of the party concerned or of its employees acting in the course of their employment.
- 11.4 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. Chandler does not accept liability for the acts, omissions or failures of (i) providers of telecommunication services to Chandler in relation to the provision of the Services under this Agreement; or (ii) the Customer.
- 11.5 The Customer shall indemnify Chandler against any and all losses, damages or costs which Chandler incurs as a result of any negligent act or omission or reckless or wilful misconduct by the Customer in the performance of its obligations or any breach of its obligations under these terms and conditions.
- 12. Matters beyond the parties' reasonable control**
- Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever, for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), inability or delay in obtaining supplies of Equipment or in the non-availability of Airtime due to the act of a third party.
- 13. Assignment**
- 13.1 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Chandler, such consent not to be unreasonably withheld.
- 13.2 Chandler may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.
- 14. Entire Agreement**
- 14.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.
- 14.2 Notwithstanding Clause 14.1 above, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this Agreement, and a party's only remedy is for breach of contract. However, nothing purports to exclude liability for any fraudulent statement or act.
- 15. Invalidity**
- If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.
- 16. Waiver**
- The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof of any right, power or remedy on any later occasion.
- 17. Data Protection**
- Chandler may use and share details of the Customer, its use of the Services and any disclosure, which is within the scope of Chandler's data protection registrations or required under law to Chandler associated companies, agents or other telecommunications companies. This information may be used for marketing purposes and to inform the Customer from time to time about other wireless, telecommunications services or associated technologies, discounts, offers and promotions. If the Customer does not want its details to be used in this way then the Customer should contact Chandler's Data Controller at the address shown on this contract.
- 18. No Partnership**
- Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- 19. Third Party Rights**
- Save as provided by the terms of this Agreement a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from by that Act.
- 20. Notices and Communications**
- Any notice under this Agreement, whether required to be written or otherwise may be given by Chandler to the Customer by post, personal device or email, to any address, email address or phone number the customer has given to Chandler to correspond with Chandler, or by posting it on the Chandler Website. The Customer must give notices to Chandler by post or personal service to the address set out in the definitions section above.
- 21. Law**
- This Agreement shall be governed by English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.
- 22. Obligations of the customer**
- 22.1 The Customer shall comply with:
- (i) all authorisations, laws, licences, directions, codes or regulations relevant to the performance of this Agreement made by the Secretary of State for Trade and Industry, the Office of Communications or other competent authority pursuant to the provisions of the General Conditions and the Wireless Telegraphy Acts 1949 to 1967, or any other statutory provision for the time being in force with regard to access to the Electronic Communications Network or the provision of Electronic Communications Services, including without limitation, the provisions of the Data Protection Legislation;
 - (ii) all reasonable codes of practice and procedures issued by O2 in connection with the Electronic Communications Services, the Electronic Communications Network or Subscriber Equipment and/or any other third party provider in connection with the Fixed Line Services;
 - (iii) all codes of practice and other regulations and directions issued under or pursuant to the General Conditions or by any competent authority.
- 22.2 The Customer shall not knowingly permit the Services to be used for any illegal, immoral or unlawful purpose.
- 23. Suspension**
- Chandler shall be entitled to interrupt the access of the Customer to the Electronic Communications Network, the Total Network and the Electronic Communications Services or any part thereof if:-
- 23.1 the provision of any Electronic Communications Services and/or Fixed Line Services requested by the Customer would require material modification to the Electronic Communications Network and/or the Total Network; for the purposes of this Clause 8.1.1, where only a part of the Electronic Communications Services and/or Fixed Line Services provided would require material modification to the Electronic Communications Network and/or the Total Network then Chandler shall only be entitled to discontinue provision of that part or those parts of the Electronic Communications Services and/or the Fixed Line Services which are affected; or
- 23.2 the Customer commits a material breach of any of the provisions of this Agreement and has failed to remedy the breach (if remediable) within fourteen (14) days of the Customer being notified of such breach by Chandler. For the purposes of this Clause 8 any failure by the Customer to pay any charges due to Chandler in accordance with Clause 4 shall entitle Chandler to exercise its rights under this Clause forthwith upon notice to the Customer; or
- 23.3 the Customer commits an irremediable material breach of any of the provisions of this Agreement; or
- 23.4 the Customer behaves in a way that is materially detrimental to Chandler's and/or the brand image and goodwill of any third party provider providing any of the Services; or
- 23.5 the Electronic Communications Services are suspended under Chandler's agreement with any third party provider providing any of the Services for any reason; or

23.6 Chandler reasonably believes that as a result of the use of the Electronic Communications Services pursuant to this Agreement, Artificially Inflated Traffic is or in its reasonable belief may be

occurring or a GSM Gateway has been or will, in its reasonable belief, be established.

24. Fixed Line Services

The Customer shall permit Chandler, the Line Operator and their appointed agents reasonable access to its premises and the Customer shall obtain all necessary consents in order for the same to undertake any work to enable the Customer to use the Fixed Line Services.

The Customer shall also ensure that its site is a safe working environment for such persons' work. The Customer consents to Chandler supplying all necessary details of the Customer to the Line Operator for the purposes of Phone Book entries.

The customer undertakes with Chandler that prior to and throughout the Access Service Period and the Indirect Access Service Period it will, where applicable, use its reasonable endeavours to:

- maintain a British Telecommunications plc ("BT") exchange line;
- programme and maintain its PBX to ensure that it recognises that all outgoing calls are routed via the System Operator's network, using BT's exchange lines;
- notify Chandler of any change to, or software upgrade of its exchange line with BT.
- Where the Customer operates under a Centrex, the Customer must notify BT of its order for the Indirect Access Service and request that the same is provided on its exchange lines for the relevant CLIs.
- comply with all statutory requirements in relation to the use of the Access Service;
- comply with the reasonable directions of Chandler or the Line Operator from time to time;
- provide Chandler with such information as Chandler reasonably request in connection with this Agreement; and
- notify Chandler immediately (and to confirm in writing) on becoming aware that any person is making improper, fraudulent or illegal use of the Access Services.

The Customer shall not, during the Access Service Period, (i) knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, privacy or any other rights, or (ii) make any offensive, indecent, menacing, nuisance or hoax calls.

The Customer shall maintain its telecommunications apparatus at all times during the Access Service Period and the Indirect Access Service Period in good working order.

Chandler may, where reasonable, from time to time and without notice or any liability whatsoever, suspend the Fixed Line Services and at its discretion disconnect the same in any of the following circumstances:

- during any technical failure, modification or maintenance of the telecommunications systems by which the Fixed Line Service(s) are provided or access to the same is denied to Chandler for any reason; and/or
- if the Customer fails to comply with the terms of this Agreement after being given written notice of such failure (including, but not limited to, failure to pay any sums due hereunder or the fraudulent use of the Fixed Line Service(s)) until such failure to comply is remedied; and/or
- if the Customer allows to be done anything which in Chandler's reasonable opinion may have the effect of jeopardising the operation of the Fixed Line Service(s), or the Fixed Line Service(s) is used in a manner prejudicial to the interests of the Customer and/or Chandler; and/or
- because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the System Operator) or for the Customer's own security.

During any period of suspension arising from the circumstances detailed in the above paragraphs, the Customer shall remain liable for all Charges levied in accordance with this Agreement and the Customer shall reimburse Chandler for all reasonable costs and expenses incurred by the implementation of such suspension and/or the commencement of the provision of the Fixed Line Services but only where such suspension was implemented as a result of a breach, fault or omission of the Customer.

ADDENDUM - DATA PROTECTION

Chandler and the Customer agree that the terms and conditions set out below shall be added as an Addendum to the terms and conditions under which Chandler will provide the Services to the Customer (“**Agreement**”).

AGREED TERMS

1. Terms defined in the Agreement

- 1.1 In this Addendum, expressions defined in the Agreement and used in this Addendum have the meaning set out in the Agreement.
- 1.2 Reference to clause numbering in this Addendum is reference to clauses in the Agreement unless otherwise stated.

2. Variation of the Agreement

Notwithstanding **clause 14** and as provided for under **clause 3.3**, the parties agree the following amendments to the Agreement:

A. The following is added to clause **1 (Definitions)**:

Applicable Laws: the law of the European Union, the law of any Member State of the European Union and/or Domestic UK Law, and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

B. The definition “Data Protection Legislation” is deleted and replaced by the following definition at **clause 1 (Definitions)**:

Data Protection Legislation: the European Union General Data Protection Regulation 2016/679 as implemented in the United Kingdom (the “**GDPR**”), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated), the Privacy and Electronic Communications Regulations 2003 (as amended), and any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to either one of the Parties as amended, repealed and/or re-enacted from time to time.

C. The following is added as the final sub-clause to clause **8.2 (Termination)**:

8.2.7 if the Customer is in material breach of any obligations imposed on it under the Data Protection Legislation.

D. **Clause 17 (Data Protection)** is deleted and replaced by the following new clause 17:

17. Data Protection

- 17.1 In this clause “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process”, “Processing”, “Processor” and “Supervisory Authority” shall have the meanings set out in the Data Protection Legislation.
- 17.2 The Customer shall appoint an individual who will act as a point of contact for Chandler for all matters related to the Processing of Personal Data, whose name and contact details shall be communicated to Chandler on the signing of this Agreement. Where the Customer has appointed a Data Protection Officer under the Data Protection Legislation, this point of contact will be the Data Protection Officer. Any change in the point of contact’s identity or contact details shall be notified to Chandler without delay.
- 17.3 Nothing in this Agreement shall restrict the Customer’s use of Personal Data for its own business purposes, both during and after termination of the Agreement.
- 17.4 Each party shall comply with the Data Protection Legislation.
- 17.5 The Customer will Process Personal Data under the Agreement when using the Services. When using these Services the Customer will at all times remain the Controller and the Processor of the Personal Data, save where Chandler is provided with Personal Data by the Customer where Chandler shall be treated as the Controller and/or the Processor, as applicable under the Data Protection Legislation.
- 17.6 The Customer authorises Chandler to process Personal Data for the purpose of providing the Services and to the extent described in **Schedule 1** to the Addendum to the Agreement, which sets out the nature, scope and purpose of the processing, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 17.7 Chandler’s privacy notice which sets out how Personal Data is collected and processed through its website can be found at www.chandlercomms.co.uk/privacy-policy/. The guidance provided therein shall also apply to Personal Data provided by the Customer to Chandler by any other method.
- 17.8 The Customer confirms that as a Controller it has obtained all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Chandler for the purposes and duration of the Agreement.
- 17.9 To the extent that Chandler is Processing Personal Data as a Processor on the Customer’s behalf under or in connection with the Agreement, Chandler will:
 - 17.9.1 process the Personal Data only to the extent and in such manner as is necessary for it to perform its obligations under the Agreement and only in accordance with the Customer’s reasonable instructions from time to time and will not Process the Personal Data for any other purpose. Chandler will inform the Customer if, in its reasonable opinion, any instruction infringes the Data Protection Legislation;
 - 17.9.2 take appropriate technical and organisational measures against the unauthorised or unlawful processing of such personal data and against the accidental loss or destruction of, or damage to, such Personal Data to ensure its compliance with the Data Protection Legislation and upon request shall inform the Customer of the measures it has taken;
 - 17.9.3 ensure that any personnel which processes Personal Data only act on the Customer’s written instructions, and that they are committed to an appropriate contractual obligation of confidentiality;
 - 17.9.4 notify the Customer of a Personal Data Breach without undue delay, and in any event within 24 hours of becoming aware of it;
 - 17.9.5 assist the Customer in ensuring compliance with the Data Protection Legislation;
 - 17.9.6 at the Customer’s request, return to it or destroy (and certify, in writing, destruction of) all such Personal Data which is in Chandler’s possession or control;
 - 17.9.7 not allow Personal Data to be transferred out of the European Economic area other than on the Customer’s prior written instructions. In the event that Chandler receives such written instructions from the Customer, Chandler shall ensure that any such transfer takes place in accordance with the Data Protection Legislation;
 - 17.9.8 on the termination of the Agreement, (at Chandler’s sole discretion), securely return or delete (and certify, in writing, destruction of) any copies of Personal Data which Chandler has processed on the Customer’s behalf (unless required to retain it by Applicable Law);
 - 17.9.9 promptly make available to the Customer, or any relevant Supervisory Authority, all information necessary to demonstrate its compliance with this clause 17 and the Data Protection Legislation;
 - 17.9.10 provide the Customer with full cooperation and assistance, including by technical means where appropriate, in relation to any request made by a Data Subject to exercise their rights under Data Protection Legislation in relation to Personal Data which relates to them;
 - 17.9.11 not disclose any Personal Data Processed by Chandler on the Customer’s behalf to any Data Subject or to a third party other than at the Customer’s request or as provided for in this Addendum;
 - 17.9.12 co-operate with the Customer in promptly investigating and dealing with any complaint or request from a Data Subject or the Information Commissioner’s Office; and
 - 17.9.13 permit the Customer to access records, files, tapes, computer systems or any other information howsoever held by Chandler in respect of the Customer’s obligations under this Addendum, for the purposes of reviewing compliance with the Data Protection Legislation.
- 17.10 The Customer shall in connection with the Agreement and in particular in relation to the Personal Data it provides to Chandler as Data Controller:
 - 17.10.1 execute all such documents and do all such acts or things as Chandler may reasonably request from time to time in order for Chandler to comply with its obligations under the Data Protection Legislation, in particular in respect of what is required in written terms between Data Controllers and Data Processors and including any updates to the Agreement which may be necessary from time to time by reason of formal guidance or codes of practice issued by the Supervisory Authority which are relevant to the subject matter of the Agreement;
 - 17.10.2 consult with Chandler about any notices given to Data Subjects in relation to Personal Data;
 - 17.10.3 promptly inform Chandler about the receipt of any access request made by a Data Subject;
 - 17.10.4 provide Chandler with reasonable assistance in complying with any access request made by a Data Subject;
 - 17.10.5 not disclose or release any Personal Data in response to a data subject access request without first consulting Chandler, wherever possible;
 - 17.10.6 assist Chandler in ensuring compliance with its obligations under the Data Protection Legislation with respect to the accuracy of data, security, breach notifications, impact assessments and consultation with any Supervisory Authority;
 - 17.10.7 notify Chandler without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 17.10.8 assist with Chandler’s obligations to investigate, mitigate, remediate and provide information to any Supervisory Authority or Data Subject about Personal Data breaches without undue delay; and
 - 17.10.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 17.
- 17.11 This clause 17 shall survive termination of this Addendum and the Agreement.

3. General terms

- 3.1 Except as set out in this Addendum, the remaining terms of the Agreement shall continue in full force and effect.
- 3.2 This Addendum 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 interpreted in accordance with the law of England and Wales.
- 3.3 The parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Addendum or its subject matter or formation.

Schedule 1: Details of Personal Data Processing

This Schedule 1 includes certain details of the Processing of Personal Data as required by GDPR. The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and this Addendum.

1. Subject Matter, Nature and Purpose

The processing consists of and is carried out for the following purposes:

- 1.1 To obtain personal data from the Customer necessary for it to discharge its obligations under this Agreement with the Customer.
- 1.2 To make marketing calls to the Customers (only where the Customer has provided their consent).
- 1.3 To discuss the Customer's end of contract options/early settlement.

2. Duration

The duration of the processing will be the same as the duration of the provision of Services under the Agreement.

3. Categories of Individuals

3.1 The personal information processed relates to the following categories of individuals: the employees, workers and officers of the Customer.

4. Categories of Personal Data

4.1 The Personal Data processed consists of information necessary to execute our obligations under the contract in the following categories:

- Basic personal details (e.g., name)
- Contact details (e.g., address, email address, telephone number)
- Employment history
- Financial transactions
- Agreement details (term, monthly payment, rate, final payment and agreement number)

PART B - SERVICES TERMS AND CONDITIONS

Except as otherwise defined herein and except where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A, shall have the same meanings when used in these terms and conditions.

MOBILE SERVICES

1. Additional Definitions "Artificially Inflated Traffic" means the flow of calls to any particular service which is, as a result or consequence of any activity by or on behalf of the Customer disproportionate to the flow of calls which would be expected from good faith use of the Electronic Communications Network. "Device" means the wireless device, or Equipment incorporating a SIM Card. "GPRS Bearer" means the General Packet Radio service provided by the Network Operator which forms part of the Airtime. "Minimum Period" means the contract term as noted on the Sales Order, effective from the date of connection of each SIM Card to the Airtime, or such other period as is agreed in writing. "Mobile Equipment" means the items supplied by Chandler to the Customer under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this Agreement. "Mobile Web Service" means the service which enables certain Devices to access the Internet using GPRS. "Mobile Extension" means the service which uses certain wireless extension technology in conjunction with a private circuit or virtual private circuit and that enables certain Devices to operate as part of the Customer's wireless private or virtual private voice network. "SMS Text Messaging Service" means the short message service, which enables text messages to be sent to, and received from, SIM Cards via Devices connected to the Wireless Services. "SMS Land to Mobile Text Messaging Service" means the usage based short message service, for text messages sent to SIM Cards via a software application in conjunction with a private or virtual private circuit linking the Customer's wireless private or virtual private data network with the Wireless Services. "Wireless Services" means the provision by Chandler to the Customer of Airtime, Equipment, GPRS Bearer, Mobile Extension, Mobile Web Service, SMS Text Messaging Service, SMS Land to Mobile Text Messaging Service and/or any other Wireless Services, which Chandler may from time to time provide. "Wireless Service Period" means the period commencing at the Commencement Date during which period the Wireless Services are provided by Chandler to the Customer pursuant to this Agreement.
2. **Sale and Purchase of Mobile Equipment**
 - 2.1 Chandler agrees and undertakes:
 - 2.1.1 subject to acceptance by Chandler of a Sales Order, to sell and supply to the Customer the Wireless Services and Mobile Equipment requested in that order under the terms of this Agreement; and where Chandler accepts a Sales Order for Mobile Equipment, to arrange for any such Mobile Equipment to be delivered to the Customer.
 - 2.2 Chandler will use its reasonable endeavours to ensure that all Mobile Equipment when delivered is in full working order and performs in accordance with the manufacturer's description and specification.
 - 2.3 Chandler's obligation to sell and supply Mobile Equipment shall cease as and from the date of any Termination Notice, although Chandler may thereafter sell and supply Mobile Equipment to the Customer at its discretion.
 - 2.4 Acceptance of the Mobile Equipment by the Customer shall take place when the Customer takes delivery or possession of the Mobile Equipment. Title to the same will not pass to the Customer until (i) the date on which all invoices relating to such Mobile Equipment have been paid in full and provided that no other sums are overdue to Chandler from the Customer on any account whatsoever or (ii) where the Customer has a Hardware Account, the date on which the Line Rental Charges per connection specified in the Sales Order for the entire Minimum Period have been paid in full.
 - 2.5 The Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or, encumber the Mobile Equipment in any way until such time as all sums outstanding in respect of the purchase of such items have been paid in full by the Customer.
 - 2.6 Notwithstanding paragraph
 - 2.7 above, risk in the Mobile Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the same as and from the time when the Mobile Equipment is delivered to the delivery location specified in the Sales Order unless the damage is caused by the negligence of Chandler.
 - 2.8 Chandler reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. Chandler does not guarantee the continuing availability of any particular item of Mobile Equipment and (as the Customer acknowledges) may be dependent upon third parties in this respect.
3. **Provision of Airtime and Wireless Services**
 - 3.1 Chandler agrees and undertakes that it will as and from the Commencement Date and throughout the Wireless Service Period use its reasonable endeavours to: 3.1.1 procure Airtime on a 24 hour per day 365 days per year basis; and 3.1.2 procure Numbers for assignment to SIM Cards and use by the Customer with the Devices; and 3.1.3 connect and activate each SIM Card on to the Wireless Services and to allocate Numbers appropriately to each SIM Card; and 3.1.4 subject to earlier termination of this Agreement, provide the Wireless Services for a period up to and including the Minimum Period of the last Device supplied under this agreement. 3.1.5 Provide the Mobile Web Service, subject to the Customer:
 - 3.1.5.1 entering into an End-User Licensed Software agreement with the owner of the copyright in the End-User Licensed Software to protect the owners interest in such software; and 3.1.5.2 agreeing to meet the minimum specifications for handheld PC operating systems and laptop PC operating systems as set out by Chandler from time to time; 3.1.5.3 procuring devices that are approved by Chandler for use with the Mobile Web Service. Chandler has a list of Devices (with appropriate software versions) that are approved to access the Mobile Web Wireless service and these are available on request; 3.1.6 provide the Mobile Extension Wireless Service and/or the GPRS-Bearer Wireless Service and/or the SMS Land to Mobile Text Messaging Wireless Service (or any other Wireless service that Chandelers introduces from time to time that utilises private circuit or virtual private circuit) subject to the Customer procuring a private circuit or virtual private circuit that meets Chandelers minimum specification from time to time; and 3.1.7 provide any Value Added Wireless Services requested by the Customer.
 - 3.2 Chandelers reserves the right to add to, substitute, or to discontinue any Value Added Service at any time. Chandelers does not guarantee the continuing availability of any particular Value Added Service and (as the Customer acknowledges) may be dependent upon third parties in this respect.
 - 3.3 The Customer agrees not to use the SMS text messaging service for the purpose of marketing or advertising the Customer's or any third party's products or wireless Services to Device users without the consent of those users.
 - 3.4 The Customer agrees that in using the SMS Text Messaging Service: 3.4.1 each SIM Card is capable of receiving text messages which may originate from a variety of sources; and 3.4.2 Chandler is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which originate from such sources.
 - 3.5 The Customer agrees that in using the SMS land to mobile text Messaging Service: 3.5.1 Chandler is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent by the Customer using the SMS Land to Mobile Text Messaging Service; and 3.5.2 the Customer will use reasonable endeavours not to use or permit any other person to use the SMS Land to Mobile Text messaging service: 3.5.2.1 fraudulently or in connection with a criminal offence; or 3.5.2.2 for the purpose of sending unsolicited text messages; or 3.5.2.3 to send any material which is offensive, abusive, indecent, defamatory, obscene, or menacing, a nuisance or a hoax, in breach of any person's intellectual property rights or rights of privacy or is otherwise unlawful: or
 - 3.5.2.4 to cause annoyance, inconvenience or needless anxiety; or 3.5.2.5 other than in accordance with the acceptable use policies of any connected telecommunications networks.
 - 3.6 The Customer shall submit a separate Sales Order for GPRS Bearer to Chandler, upon acceptance of which Chandler will commence evaluation of the details submitted in the form of a technical assessment.
 - 3.6.1 : Chandler shall not be obliged to provide GPRS Bearer to the Customer where the Customer is unable or unwilling to make modifications to its infrastructure in order to accommodate GPRS Bearer, in which event Chandler shall advise the Customer in writing that it is unable to provide GPRS Bearer and such written notice shall terminate the Sales Order. Chandler shall have no liability to the Customer in respect of such termination. 3.6.2 Following the technical assessment, where Chandler recommends the Customer to make modifications to its infrastructure in order to accommodate GPRS Bearer then Chandler will notify the Customer in writing. 3.6.3 If the Customer does not accept all recommendations made pursuant to clause 3.6.2 within 30 days of those recommendations being provided to the Customer by Chandler, then the Sales Order for GPRS Bearer will terminate and Chandler shall have no liability to the Customer in respect of such termination. 3.6.4 The Customer may use GPRS Bearer in the configuration devised by Chandler. Chandler reserves the right to suspend or terminate GPRS Bearer where the Customer operates GPRS Bearer in a configuration which is not in accordance with the same.
 - 3.7 The Customer shall not be permitted to transfer a SIM Card from the tariff to which that SIM Card was originally connected ("the Original Tariff") except in the following circumstances:
 - 3.7.1 where the Customer wishes to connect that SIM Card to a tariff for which the Line Rental Charges are the same as, or more expensive than, the Original Tariff; or 3.7.2 where the Customer agrees to pay to Chandler the difference between the Line Rental Charges for the Original Tariff and the Line Rental Charges for the less expensive tariff for the remainder of the Minimum Period for that SIM Card; or 3.7.3 where Chandler agrees in writing that the SIM Card may be transferred to a tariff with lower Line Rental Charges, subject always to any additional terms which Chandler may specify and the Customer has accepted; or 3.7.4 at any time after 6 (six) months of the Minimum Period have expired.
4. **Service Standards**
 - 4.1 Chandler warrants that it will perform its obligations in this Agreement with reasonable skill and care and that: 4.1.1 the Wireless Services will conform in all material respects to the description of the same in the Price List; and 4.1.2 it will keep complete and accurate records of call and billing data so as to ensure accurate billing; and 4.1.3 it will operate service levels during Chandler's normal business hours.
 - 4.2 The Customer acknowledges that the provision of Airtime is subject to the geographic tent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference.

- 4.3 Chandler may, where reasonable, from time to time and without notice suspend the Wireless Services and provision of Customer Wireless Services and at its discretion disconnect a SIM Card in any of the following circumstances provided that it shall use reasonable endeavours to restore the Wireless Services and reconnect the SIM Card as soon as reasonably practicable: 4.3.1 during any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided or access to the Wireless Services is denied to Chandler for any reason; and/or 4.3.2 if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder) until such failure to comply is remedied; and/or 4.3.3 if the Customer allows to be done anything which in Chandler's reasonable opinion may have the effect of jeopardising the operation of the Wireless Services, or the Wireless Services are being used in a manner prejudicial to the interest of the Customer and/or Chandler and/or the Network Operator; and/or 4.3.4 because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for the Customer's own security.
- 4.4 Chandler can at its discretion suspend any SIM Card from making calls and disconnect any SIM Card from the Wireless Services if Chandler has reasonable cause: to suspect fraudulent use of the SIM card or the Device, or either are identified as being lost or stolen.
- 4.5 During any period of suspension arising from the circumstances detailed in paragraphs 4.3.2 to 4.3.4 inclusive, or paragraph 4.4, the Customer shall remain liable for all Charges levied in accordance with this agreement.
- 5. Disconnection of Sim Cards**
- 5.1 A Disconnection Notice may be given by the Customer in respect of a SIM Card upon or at any time after the expiry of the Minimum Period.
- 5.2 Upon giving of a Disconnection Notice Chandler Comms will disconnect the relevant Sim Card or Sim Cards from the Wireless Services in accordance with the Disconnection Notice upon the expiry of 30 days from the date of the Disconnection Notice.
- 5.3 The Customer will pay to Chandler any applicable Termination Fee in respect of the SIM Card(s) disconnected.
- 6. Billing Arrangements**
- 6.1 Chandler shall following the end of each calendar month on the date agreed from time to time, submit to the Customer one or more invoice(s) which shall itemise charges for the Wireless Services.
- 6.2 All Charges shall be based upon call and billing data. The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 7. Customer's Obligations**
- 7.1 The Customer undertakes to Chandler that throughout the Wireless Service Period it will: 7.1.1 comply with all statutory requirements in relation to the use of the Devices and/or other Mobile equipment and the Wireless Services; and 7.1.2 provide Chandler with such information as Chandler reasonably request in connection with this Agreement; and 7.1.3 not use the Sim Card and/or Devices and/or other Mobile equipment and the Wireless Services for any purpose other than that for which it was designed or intended; and 7.1.4 notify Chandler immediately (and confirm in writing) on becoming aware that any Device or SIM Card has been lost or stolen or that any person is making improper or illegal use of the Device, SIM Card or the Wireless Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of any Device, or SIM Card, or the information contained within a SIM Card, until Chandler has received a request from the Customer to suspend the Wireless Services to that device or Sim Card.
- 7.2 The Customer undertakes to Chandler that throughout the Wireless Service Period it will: 7.2.1 pay the standard charges levied by Chandler from time to time applicable to repair work on Mobile Equipment; and 7.2.2 use the Mobile Equipment and any Software (including any End-User Licensed Software) in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Chandler and not copy, reverse engineer or modify the Software or the End-User Licensed Software in any way save as permitted by law. 7.2.3 not use the wireless service to (i) generate Artificially Inflated Traffic, (ii) not use the Wireless Services in a manner which is inconsistent with a reasonable Customer's good faith use of the same, and (iii) not use the Wireless-Services fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise unlawful.
- 7.3 The Customer will take all reasonable steps to ensure that all its Device users invoke password protection on their devices. Chandler shall not be liable for any losses whatsoever or howsoever occurring as a result of a Device user failing to invoke adequate password protection. The Customer should note, and inform its users, that text messages as well as emails are retained on certain Devices even when the Device is turned off or the SIM Card is removed from it.
- 7.4 The Customer agrees that it is procuring the SIM Cards and Devices and Wireless Services solely for its and/or its employees' own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the SIM Card, the Devices, or the Wireless Services nor establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway to third parties.
- 7.5 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 7.6 The Customer recognises that the Wireless Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Chandler shall have no liability whatsoever for any failure to provide the Wireless Service to the Customer where the Wireless Service depends on the use of End-User Licensed Software.
- 7.7 In the event that a Device and/or other Mobile Equipment or Software is damaged, destroyed, lost or stolen then the Customer agrees to pay the applicable replacement or repair charges as set out from time to time in the Price List and shall be liable to Chandler in respect of any charges, losses or expenses associated with such damage, destruction, loss or theft. 7.8 The Customer may transfer existing number(s) for use in connection with the Wireless Services. The Customer's existing service provider reserves the right to charge a disconnection fee when moving to another network. For the avoidance of doubt, Chandler has no control over the amount of any such fees imposed by such service provider.
- 7.9 Chandler shall in no way what so ever be liable for any data charges the Customer incurs, whether in the UK or overseas, due an incorrect data bolt on should the Customer not advise Chandler of a change of device or sim card for any reason.
- 7.10 Chandler shall have no liability whatsoever to the Customer in respect of, or in connection with, any services provided to the Customer by foreign DSM operators, including (without limitation) in connection with the cessation of the foreign GSM operator's telecommunications networks or services or otherwise.
- 8. Ownership**
- Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.