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Calteq General Terms and Conditions

This Contract sets out the terms on which Calteq Limited (registered in England with number 04908083) trading as Calteq ("Calteq") will provide telecommunications services to you, the Customer with whom we make this Contract ("you"). By using the Service(s) (as defined below) you agree to the following terms and conditions.

1 Definitions

In this Contract: "Acceptable Use Limit" means rules, limits or restrictions for the use of the Services as may be revised by us from time to time and may be set out in any service literature. "Associates" means in relation to a party to this Contract (at the relevant time), any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 736 of the Companies Act 1985). "Authorisation" means the authorisation to act as a public telecommunications operator or to operate a telecommunications system under the Legislation.

"Charges" means the charges payable by you to us for the provision of the Services or any revised changes notified to you in accordance with Clause 8.2, together with all applicable taxes and any interest due in accordance with Clause 8.45. "Charges Policy" means the criteria which we use to calculate your Charges. The Charges Policy is available in either the service literature or on the Calteq Website. "Committed Period" means, in respect of each Service, the minimum period of 12 calendar months (or if longer the number of calendar months specified overleaf) for which a Contract for each Service will run commencing on the Connection Date. "Committed Spend" means the level of Total Spend (net of any discount) to which you commit over the Committed Period as specified overleaf. "Connection Date" means the date of the Connection of the Service(s).

"Contract" means the contract application overleaf between Calteq and you for the provision of the Services subject to these terms and conditions, as agreed over the telephone, completed in person or on the Calteq Website by you or on your behalf. "Cooling off Period" means the period of seven (7) Working Days from the Start Date of the Contract during which you may cancel the Contract.

"Credit Limit" means a monthly financial limit applied for Charges incurred under this Contract.

"Customer Services" means the Customer Services facility provided by Calteq for you to report any faults with the Services or make general or account enquiries, details of which are set out on the Calteq Website. All calls may be monitored and recorded for training and security purposes.

"Equipment" means equipment owned by us or a Third Party Operator and placed at your Site by either us or a Third Party Operator or anyone acting on their behalf for the provision of the Line Rental Service. "Fair Use Policy" means our policy for the use of the internet related services set out on the Calteq Website, as may be revised by us from time to time by posting any updated version on the Calteq Website.

"Fixed Line Network" means the telecommunications network(s) over which we provide the Service. "Legislation" means any applicable legislation, authorisations, permissions, rules, regulations, orders and guidelines relating to the provision and/or marketing of the Services and includes without limitation the Communications Act 2003, the Telecommunications Act 1984, the [PhonepayPlus](#) Code and/or any directives or other requirements issued by OFCOM from time to time. "Line" means a connection (installed either by us or a Third Party Operator) from your Site to the Calteq Network. "Line Rental Extras" means any other facilities that we agree to provide to you under this Agreement that are additions to the Line Rental Service (such as call divert). "Line Rental Service" means the Service we may agree to provide you to allow you to rent access to the main telephone line and shall include Line Rental Extras where we agree to provide these to you. "OFCOM" means Office of Communications. "Calteq Service Helpdesk" means the helpdesk support to be provided by us as notified to you from time to time. "Calteq Network" means the telecommunications network operated by Calteq and/or its Associates for the time being. "Calteq Website" means the website located at www.calteq.co.uk or such other website as may be notified by us from time to time. "Service Credits" means the amounts payable, if any, by us to you in accordance with Clause 5. "Service Failures" means any failure, error or defect in the provision of the Services by us but excludes failures, errors or defects arising from, caused by or contributed to by your acts or omissions or third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond our reasonable control. "Service Level" in relation to a Service means the performance standard, if any, set out in the Contract "Service" means any one of the services described in the contract application form and "Services" means any combination of two or more such services. "Site" means any site of yours for which the Line Rental Service is to be provided. "Software" means the software provided by us to you for the purposes of enabling you to use the Services including all associated documentation. "Spend" means the level of spend (net of discount) incurred by you. "Spend Measurement Date" means the anniversary of the Start Date or any other date specified by us on the application form as the date in each year on which we will measure the Committed Spend against your actual Spend. "Start Date" means the date upon which you either sign this Contract or if you have ordered the Services over the telephone or via the internet, the date upon which you set up your Contract. "Tariff Review" means a review which you can request Calteq carry out on your tariff at any time after the third month following the Start Date, subject to clause

2.3. "Termination Policy" means the charges payable by you to us in the event that you terminate the Contract before the expiry of the Committed Period. The Termination Policy is available on request from our Customer Services. "Total Spend" means the total spend by you from the Start Date to the Spend Measurement Date.

"Third Party Operator" means the operator of any telecommunications network or system over which we may provide our Services. "Working Day" means a day which is not a Saturday, a Sunday or a bank or public holiday in England or Wales. "Working Hours" means in respect of installation 08:00-17:00 Monday to Friday (excluding bank or public holidays in England or Wales).

2 When this Contract Begins and How Long it Lasts

2.1 Your obligations under this Contract will commence on the Start Date and will continue for the Committed Period. The Contract will automatically continue for subsequent periods of twelve (12) months (a "Subsequent Contract Period") unless terminated otherwise in accordance with clause 12.

2.2 Our obligations under this Contract will commence from the Connection Date.

2.3 Where you request a Tariff Review and we agree to amend your Tariff, a new Committed Period of the chosen duration will be deemed to start from the date upon which the Tariff is amended. Any charges arising as a result of us agreeing to amend your Tariff are set out in clause 8.12.

2.4 Any dates given in this Contract regarding our provision of the Services to you are estimates and are provided for planning purposes only. We will have no liability for any failure to meet the Connection Date or any other date as time is not of the essence in relation to our provision of the Services to you.

3 Your Right to Cancel the Contract

3.1. You may cancel your Contract for the Services within the Cooling off Period.

3.2 If you want to cancel your Contract, you must call our Customer Services to confirm cancellation before the Cooling off Period expires. If you do not call our Customer Services to confirm your cancellation, we may not be able to recognise or process your cancellation.

3.3 If you have used the Services during the Cooling off Period, you may still cancel your Contract but you must pay any Charges that you or we have incurred including any administration costs.

4 What Level of Service We Will Provide to You

4.1 We will provide the Services in accordance with the terms of this Contract and our Charges Policy.

4.2 We will use reasonable skill and care when providing the Services.

4.3 The Services are provided for use by you in the course of your business and on the condition that you do not resell or otherwise make the Services available to any other person.

4.4 If you elect to apply for the Line Rental Service and already receive line rental services from another provider, this other service will continue until the transfer to our Service is complete unless your other provider agrees that it can be done earlier.

4.5 We may select and at any time change any carrier or other service provider for the purposes of providing the Service, and you authorise us to give all notices, nominations and other authorisations that are necessary for us to provide, the Service to you.

4.6 Whilst we provide the Services to you, you authorise us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Services.

4.7 It is your responsibility to ensure the compatibility of the Services with any monitored alarm system you may have and you should check this with your monitored alarm system provider. If there is an interruption to the provision of the Services under this Contract we do not accept any liability in connection with your use of a monitored alarm system with the Services, except for liability for death or personal injury caused by our negligence or that of our agents.

4.8 Certain services which are provided by Third Party Operators may not be compatible with the Services (e.g. BT Surftime). You should be aware that such services may be automatically removed from your line during set up and may no longer be available to you.

5 What Services We Provide

5.1 We do not guarantee that the Services will be continuously available to you or free from Service Failures.

5.2 Where you believe that you are experiencing a Service Failure you must immediately report this to us via the Calteq Service Helpdesk, providing sufficient information to enable us to investigate the problem. We will log the time of receipt of all such reports.

5.3 Where we spend time investigating a fault(s) that is being persistently reported by you and conclude that there has been no Service Failure we reserve the right to charge you for all reasonable costs and expenses incurred in investigating the report and you agree to pay such Charges. Details of our Charges are available on request.

5.4 Where, as a result of a Service Failure, an applicable Service Level specified in the Contract is not achieved we will, subject to Clause 8.7, pay to you a Service Credit by issuing a credit note to you for a sum equivalent to the amount of the Service Credit.

5.5 The duration of any Service Failure, for the purposes of calculating Service Credits, will be measured from the time your fault report is logged by the Calteq Service Helpdesk to the time we can demonstrate that the Service has been restored.

5.6 Service Credits will be the maximum extent of our liability and your exclusive remedy in respect of any failure to achieve Service Levels, and all other rights, remedies and liabilities are excluded to the maximum extent permitted at law.

6 Your Use of the Services

6.1 You agree that you will not use the Services in a way which would:

6.1.1 contravene or cause us to contravene any Legislation;

6.1.2 contravene our Fair Use Policy or Acceptable Use Limit (where applicable);

6.1.3 is for any improper, immoral or unlawful purpose;

6.1.4 enable or permit unauthorised access by you or third parties to data stored on our network;

6.1.5 cause a degradation of service to any of our other customers;

6.1.6 involve the sending of unsolicited marketing or advertising materials;

6.1.7 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or material which is a nuisance, hoax, abusive, racist or indecent or which would result in the breach of any third party's intellectual property rights, confidential information or privacy;

6.1.8 breach or cause us to breach any applicable data protection legislation including, but not limited to, the Data Protection Act 1998;

6.1.9 cause an overload of our network;

6.1.10 lose or cause us to lose or breach or cause us to breach our Authorisation;

6.2 You will indemnify us against any claims, proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising from any breach of your obligations under this Contract, including this Clause 6, and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims, proceedings or threatened proceedings.

6.3 You will give us not less than two (2) Working Days written notice of any advertising, promotion or other campaigns which may result in abnormal demands being placed in our network.

6.4 You are solely responsible for safeguarding your data by taking backup copies, maintaining a disaster recovery process and through any other means you believe appropriate.

6.5 To enable us to perform our obligations under this Contract, you will obtain (where necessary) all requisite licences, consents and permissions and permit or procure permission for us or our agents to have access to your premises and will provide such reasonable assistance and information as we request from time to time. We will routinely work during normal office hours. Any request by us to carry out work at other times may be refused by you. Any request by you that we carry out work at other times may be refused by us, but if accepted such work will be charged to you at our then current standard rates.

6.6 If you want to connect equipment to the Fixed Line Network other than using a main phone socket, you must obtain our permission and you agree that we may request permission from a Third Party Operator in order for us to make any decision.

6.7 You agree that you will not connect any equipment to the Fixed Line Network that may harm the Fixed Line Network or the equipment of other users of the Fixed Line Network. If you do connect such equipment, you must disconnect it immediately or allow us to do so at your expense.

6.8 If it is necessary for a Third Party Operator to supply you with equipment in order to access the Telephone Services then:

6.8.1 such equipment will remain the sole property of that Third Party Operator;

6.8.2 you agree that you will prepare your premises in accordance with our or the Third Party Operator's reasonable instructions;

6.8.3 you agree to obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put any Third Party Operator equipment on their property;

6.8.4 you agree to provide a suitable place and conditions for the Third Party Operator's equipment including connection points to the Fixed Line Network and electricity;

6.8.5 you will not alter or modify in any way any Third Party Operator's equipment and you agree to indemnify us for any losses or damages which we may suffer or incur as a result of any loss or damage affecting the Third Party Operator's equipment unless any such loss or damage is caused by fair wear and tear.

6.9 For operational reasons, we or Third Party Operators may need to change your phone number or the codes used for the Line Extra Services. We will give you as much notice as possible of this.

6.10 You shall ensure that all calls (save for any calls required to be made over another third party network by law or regulation) you make on any Line that is the subject of Line Rental Service shall be made using the Calteq Network. If you switch any calls you make on any Line that is the subject of Line Rental Service to any other service provider then Calteq shall be entitled to either (i) terminate this Contract with immediate effect by giving you notice in writing (ii) bar your use of indirect access codes, (iii) charge you a higher fee for your use of the Line Rental Service,

(iv) amend your tariff or (v) disconnect the Line Rental Services.

6.11 Where you have agreed to a Committed Spend you must meet this obligation over the Committed Period.

7 Allocation and Use of Telephone Numbers

Where we allocate you any telephone numbers or codes as part of the Services, you acknowledge that you will not acquire any legal, equitable or other rights in relation to any numbers or codes. We may on giving you notice withdraw or change any such numbers or codes. You may not sell or transfer or seek to sell or transfer any numbers or codes allocated by us. You may port numbers to us and may also port numbers to other carriers with whom we have porting agreements. All intellectual property rights or other rights in any numbers or codes allocated by us shall at all times, as between ourselves and you, remain vested in us.

8 How We Charge You and How You Pay

8.1 You will pay us the Charges. Charges will be payable with effect from the date that a Service or any part of a Service is first made available to you for commercial use. The basis upon how we Charge you for the Services is set out in our Charges Policy.

8.2 We may vary our Charges at any time by posting the resulting changes on the Calteq Website or otherwise giving you notice. The revised Charges will apply to all Services provided after the effective date of the notice of change.

8.3 All Charges are stated exclusive of value added tax (VAT) or other applicable taxes. You will be responsible for paying VAT and other applicable taxes which will be included in our invoices at the applicable rate(s).

8.4 You will, subject to clause 8.6 and unless otherwise agreed pay invoices within 14 days of the date of the invoice.

8.5 Payments will be by Direct Debit only. If a direct debit is dishonoured or cancelled we shall be entitled to pass on to you any administration fee which may include third party charges. We shall also be entitled to charge you a monthly administration fee for each month in which your direct debit is dishonoured or not reinstated following cancellation. Details of applicable fees are set out on the Calteq Website. We may charge interest on all overdue amounts from time to time on a daily basis at a rate of 2% above the base rate of the Royal Bank of Scotland plc, to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.

8.6 Any invoices which are disputed must be done so within 3 months of the date of issue otherwise the invoices will be deemed to be correct. If you wish to dispute an invoice you must write to us and provide us with (i) nature and reason for dispute, (ii) amount in dispute, (iii) any evidence to support the disputed amount.

8.7 Where under this Contract a Service Credit or other sum of money becomes payable by us to you, we shall be entitled to deduct that sum from Charges due from you to us from time to time. We will show any such deductions as a credit in the invoice issued by us following the due date for payment of the sum owed by us to you.

8.8 Where the Services comprises or includes services in respect of which rebates are payable by us to you ("Rebate Service"), we will notify you of the amount of rebate due for each calendar month or other applicable period within 15 days of the end of each billing period. It is then your responsibility to issue an invoice to us for payment of the rebate due. We will pay the rebate within 45 days following the date of your invoice or (if later) within 7 days of the date of receipt by us of sums from British Telecommunications plc (or other relevant carrier) paid to us in respect of the applicable Service. You do not have the right to deduct rebates payable by us to you from the payment of Charges due from you to us.

8.9 Following a decision or request from [PhonepayPlus](#) relating to a Rebate Service, we may withhold from any rebate payable to you or demand payment by you of such sums as are sufficient to meet any fines, administrative charges or other sums payable by us to [PhonepayPlus](#) and to which [PhonepayPlus](#) claim entitlement under the [PhonepayPlus](#) Code.

8.10 Where a network operator (including, without limitation, BT) withholds payment of any sum (in whole or in part) due to us in relation to a Rebate Service or subsequently claims repayment of any sum (in whole or in part) paid to us in relation to a Rebate Service, we may deduct from any rebate payable to you and keep or demand payment by you of a sum equal to the amount delayed, withheld or claimed until such network operator makes payment of the same in full to us.

8.11 If as a result of any future Legislation and/or as a result of a decision made by BT and/or by Ofcom the terms upon which rebates may be paid by Calteq (as a supplier of no geographic numbers including, but not limited to 0870) to you are regulated then we shall be entitled to amend the terms upon which the Rebate Service is supplied to you upon written notice which you will be obliged to accept including, for the avoidance of any doubt, the amounts of rebates payable to you.

8.12 If at the time of your Tariff Review your Spend is less than the prorata Committed Spend then we reserve the right to apply reconciliation charges of 100% of the difference between the prorata Committed Spend and the actual Spend.

9 Credit Limit/Security Payments

9.1 We may at our sole discretion and at any time during the lifetime of the Contract impose a Credit Limit on your account and/or require payment of a security deposit or interim payment by you.

9.2 Any Credit Limit imposed can be amended without prior notice. If you exceed such Credit Limit (i) we may demand immediate payment of the Charges and/or suspend the Services; and (ii) you will still be responsible for all Charges incurred including those exceeding the Credit Limit.

9.3 If at any time we require you to pay a security deposit under clause 9.1 above we may (i) suspend provision of the Service(s) until we receive payment of the security deposit and (ii) at any time apply the security deposit (once paid) to meet any cost, loss or liability incurred as a result of any failure by you to comply with these terms or to pay any amount you owe to us.

10 When We Can Make Changes to the Services and to the Contract

10.1 This clause 10 applies to all changes to this Contract, except changes to Charges which are dealt with in clause 8.2 above.

10.2 Subject to clause 10.1 above, we may vary these terms and conditions at any time by posting the changes on the Calteq Website and, where reasonably practicable, giving you prior notice. We will only do this if we have a valid reason, for example to reflect changing arrangements with any Third Party Operator or

changing legal, regulatory or business requirements. If any variation of these terms and conditions is likely to cause material detriment to you: (i) we will also notify you of the variation in writing or by your chosen method of contact; and

(ii) you shall have the right to terminate this Contract in accordance with clause

12.5. You agree that, if you decide to use the Services after any variation(s) to these terms and conditions have been posted on the Calteq Website or, in the case of a variation which is likely to cause material detriment, notified to you, you will be bound by the terms and conditions as varied.

11 Security and Backup Services

11.1 You are responsible for the security of your use of the Services including, but not limited to, protecting all passwords, backing up all data, employing appropriate security devices, including virus checking software, and having disaster recovery processes in place.

11.2 Where you are or become aware of any matters which you know or ought to reasonably be expected to know constitute a threat to the security of the Services you will immediately advise us of such matters.

12 Ending the Contract

12.1 You may end this Contract or any individual Service:

12.1.1 by giving us 30 days' notice, such notice not to expire before the end of the Committed Period or any Subsequent Contract Period;

12.1.2 if we are in material breach of this Contract. For the purposes of this clause 12.1.2 "material breach" means where there have been eight (8) Service Failures during any twelve (12) month period which result in us paying to you the maximum amount of Service Credits.

12.2 Notwithstanding clause 2.1, we may terminate this Contract with immediate effect by notice in writing if you:

12.2.1 fail to pay any sums due to us within 14 days of receiving written notice from us indicting the sums due and demanding payment;

12.2.2 are in material breach of this Contract which breach is capable of remedy and fail to remedy that breach within 30 days of receiving the notice specifying breach;

12.2.3 are in material breach of this Contract and that breach cannot be remedied;

12.2.4 commit persistent breaches of the Contract;

12.2.5 have any Authorisation under which you have the right to run your telecommunication system and connect it to our system removed, revoked or amended;

12.2.6 make any voluntary arrangements with your creditors or become subject to an administrative order or go into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), or an encumbrancer takes possession of or a receiver is appointed in respect of any of your assets.

12.3 For the purposes of clause 12.2 "material breach" shall include any failure by you to pay the Charges and/or any failure to comply with your obligations under this clause 12.

12.4 In the event of termination by you in accordance with this Clause 12 during the Committed Period you will, in addition to paying any Charges which would apply to the unexpired portion of the Committed Period, be liable to pay us the cancellation

charges as specified in the Termination Policy. Details of how we calculate any unpaid Charges are set out in the Termination Policy.

12.5 Where you cancel a Service or the Contract as a result of changes made to this Contract or to the Services by us in accordance with Clauses 8.2 and 10, and where the changes have a material adverse effect on the your enjoyment of the relevant Services, you will not be liable for any charges arising as a direct result of such cancellation, but you will remain liable to pay any charges due and payable.

12.6 We may terminate this Contract if we cease to be Authorised or if our Authorisation is revoked or modified in any way which has a material impact on our ability to provide the Services or any of them or if we are prohibited from providing or restricted in our entitlement to provide the whole or any part of the Services.

12.7 On termination of the Contract each party will return to the other party any Confidential Information which it has in its possession.

13 Suspension of the Service or Suspension of the Contract

13.1 We may suspend the provision of any Services if:

13.1.1 you fail to meet any of your obligations under this Contract including the notice requirements concerning abnormal demands on our network;

13.1.2 we have reasonable cause to believe that you or any third party is acting in breach of the Fair Use Policy or the Acceptable Use Limit;

13.1.3 technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;

13.1.4 necessary for operational reasons such as upgrades to the Services or regular or emergency maintenance;

13.1.5 we are obliged to comply with any contract, order, instruction or request of a competent governmental regulatory or other authority;

13.1.6 if and to the extent that in our opinion your conduct is likely to result in the breach of any law or is otherwise prejudicial to our interests;

13.1.7 the Credit Limit is exceeded;

13.1.8 you allow to be done anything which in our reasonable opinion may have the effect of impairing the operation of the Services;

13.1.9 during any period in which access to the Calteq Network is denied or restricted to Calteq by a Third Party Operator.

13.2 You may be liable for an administration fee if suspension is due to your default and we, in our sole discretion, reinstate the Services following suspension.

13.3 We will, where practical, give you notice of our intention to suspend the Services and, in relation to suspension for the reasons stated in Clauses 13.1.3–

13.1.5 above, will restore the Services as soon as we are reasonably able to do so. If we exercise our right to suspend the Services this will not restrict our rights to terminate the Contract.

14 Events Outside Our Reasonable Control

14.1 Neither party will be liable to the other for any delay in performing or failure to perform any of its obligations under this Contract (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a party's reasonable control. For the avoidance of doubt, circumstances beyond our reasonable control include but are not be limited to act of God, war or riot, civil disobedience, national emergency, strikes and other labour disputes, fire, flood,

act or terrorism, power failures, nonavailability of any third party telecommunication services, breakdown of any equipment not supplied by us, acts of government or other competent authority (together "Force Majeure Events").

14.2 If the Force Majeure Event(s) continues for a period of more than 90 days, either party may terminate this Agreement.

15 Confidentiality

15.1 Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party as a result of this Contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing or receiving services. These restrictions will not apply to any information which:

15.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 15; or

15.1.2 is acquired from a third party who owes no obligation of confidence in respect of the information; or

15.1.3 is or has been independently developed by the recipient.

15.2 Notwithstanding Clause 15.1, we will be entitled to disclose your confidential information to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

16 Our Liability to You

16.1 We accept liability without limit for death or personal injury arising from our own negligence or for any fraudulent precontractual misrepresentation on which you can be shown to have relied.

16.2 Our liability to pay Service Credits in accordance with Clause 5 will be the maximum extent of our liability and your sole remedy for any Service Failures.

16.3 Subject to Clauses 16.1 and 16.2, we are not liable to you whether under this Contract, tort (including negligence) or otherwise for direct or indirect loss of profits, anticipated profits, business, goodwill or anticipated savings, or for any indirect or consequential loss or damage including, but not limited to, claims against you from third parties and loss of or damage to your data even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring the loss.

16.4 Subject to Clause 16.1, our liability to you in Contract, tort (including negligence) or otherwise in relation to or arising out of this Contract is limited to £500,000 for one single incident in any twelve (12) month period and £1,000,000 for a series of incidents in any twelve (12) month period for all events, claims, losses however arising during the term of this Contract. Service Credits paid or

credited by us to you will be taken into account for the purposes of calculating the limitation amounts set out in this Clause 16.

16.5 Except as expressly set out in this Contract and to the extent permissible by law all other warranties, terms and conditions guarantees as to quality or fitness for a particular purpose of the Services or any other conditions or guarantees whether express or implied by law, custom or otherwise are excluded.

16.6 We are not liable to you in Contract or tort (including negligence) for any acts or omissions of you or any party other than us, including other providers of telecommunications, computers or other equipment or services including internet services.

16.7 Each provision of this Contract excluding or limiting our liability operates separately. If any provision of this Contract is held to be invalid in whole or part such provision will be deemed not to form a part of the Contract. In any event the enforceability of the remainder of the Contract will not be affected.

16.8 No delay in enforcing any of the provisions of this Contract will affect or restrict either party's rights arising under this Contract. No waiver of any provision of this Contract will be effective unless made in writing.

17 Use and Disclosure of Your Personal Information

Except in relation to clauses 17.5 and 17.6 below, this clause 17 applies to personal information held about individuals, sole traders and partnerships. It does not apply to information we hold about corporate bodies, and other organisations.

17.1 Information you provide or we hold about you (whether or not under our Contract(s) with you) may be used by us or our agents to:

17.1.1 identify you when you contact us;

17.1.2 help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system, which uses the information provided by you, any information we hold about you and information from other agencies, including credit reference agencies);

17.1.3 help run, any accounts, services and products we provided before now or in the future;

17.1.4 carry out marketing analysis and customer profiling and create statistical and testing information;

17.1.5 help to prevent and detect fraud or loss; and

17.1.6 contact you in any way (including mail, email, phone, visit, text or multimedia messages) about products and services offered by us. We will only contact you in this way if you have previously shown your consent.

17.2. We may disclose to and allow other people and organisations to use information we hold about you: to provide services you have asked for; as part of the process of selling one or more of our businesses; to provide information for legal or regulatory purposes; or as part of current or future legal proceedings; to enable us to manage your account. From time to time, these other people and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK.

17.3 We may also allow your information to be used by other companies within the Group for them to carry out any of the above purposes.

17.4 We may monitor and record communications with you (including phone conversations and e-mails) for quality assurance and compliance.

17.5 We will hold information on your phone use, including the numbers called, date, time, duration and cost of calls, together with information about your location. We will use this information to manage the phone service and provide you with any other services you may ask for. Where you have previously shown your consent, we may use this information to provide you with information about other products and services that we believe will be of value or interest to you. We will keep information for as long as is necessary to provide services you have asked for and until charges for the service cannot be lawfully challenged.

17.6 This clause 17.6 applies to personal information held about individuals (including, if the Customer is a corporate body, any key individuals involved in that body), sole traders and partnerships. We may check your details with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used by us, and other organisations may search these records to:

17.6.1 help make decisions about credit and credit related services for you and members of your household;

17.6.2 help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household;

17.6.3 trace debtors, recover debt, prevent fraud, and manage your accounts or insurance policies;

17.6.4 check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and

17.6.5 carry out statistical analysis about credit, insurance and fraud. We, and other credit and insurance organisations, may also use technology to detect and prevent fraud. If you need details of those credit agencies and fraud prevention agencies from which we get, and with which we record, information about you, please write to us at Calteq Telecom Limited, Weston Business Centre, Parsonage Road, Takeley, Essex, CM22 6PU.

17.7 If you give us information on behalf of someone else, you confirm that you have given them the information set out in this clause, and that they have not objected to their personal information being used in the way described in this clause. If you give us sensitive information about yourself or others (such as special needs details for bills), you agree (and confirm that the relevant subject of the information has agreed) to us processing this information in the way set out in this clause.

17.8 If you are making a joint application or you have told us about some other financial association with someone else, a 'financial association' between you and that other person (or people) will be made at credit reference agencies. This will link your financial records with that other person (or people) so that both (or all) of your records will be taken into account in all future applications by either or both (or all) of you. This will continue until one of you successfully files a notice with the credit reference agencies asking for the financial association with that person to be removed.

17.9 If you would like us to tell you what information we hold about you, please write to us c/o The Data Controller, Calteq Telecom Limited, Weston Business Centre, Parsonage Road, Takeley, Essex, CM22 6PU. We may charge a £10.00 administration fee; please quote your full name, address, phone number and account number on all requests. You can also call Customer Services to correct or update any inaccurate or incomplete information and to advise us of any preferences you may have.

concerning how you can be contacted for marketing purposes or to indicate your preferences for directory enquiries.

18 Equipment

18.1 The Equipment remains the property of either us or (where applicable) the Third Party Operator.

18.2 Where Equipment is required to be installed at your Site to enable us to provide the Line Rental Service you must:

18.2.1 prepare your Site in accordance with our instructions;

18.2.2 make available a suitable place and conditions for the Equipment; and

18.2.3 provide (at your own cost) sufficient electricity to power the Equipment.

18.3 We shall not be responsible for any redecorating that may be required after the installation is completed.

18.4 You must not add to, modify, carry out any maintenance on or in any way interfere with the Equipment nor permit anyone else (other than someone authorised by us) to do so. You are liable to us for any loss of or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by us or anyone acting on our behalf.

19 Access to Your Site

19.1 To enable us to carry out our obligations under this contract you must provide us or anyone acting on our behalf who produces a valid identity card, with access to your Site and any other premises at all reasonable times.

19.2 Our employees or anyone acting on our behalf will observe your reasonable regulations affecting your Site as previously advised in writing to us. In the event of any conflict in the site regulations and these conditions, these conditions will prevail.

19.3 You will provide a suitable and safe working environment for our employees and anyone acting on our behalf in relation to work carried out at your Site.

19.4 In normal circumstances, access to your Site will only be required during Working Hours. If we require access at other hours, you will provide access to your Site on reasonable notice from us. If we (or anyone on our behalf) work outside Working Hours for any reason whatsoever, you must pay our additional charges for doing so.

20 Intellectual Property

20.1 Except as expressly set out in this Contract, all intellectual property rights in our Equipment will remain with us or our suppliers or licensors.

20.2 Where Software is provided to enable you to make use of the Services, we grant to you a nonexclusive non-transferable licence to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to your use of Software we will make these known to you and you will, if requested, sign any agreement reasonably required to protect the owner's rights in the Software.

20.3 You will not copy, decompile or modify the Software without our prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

20.4 You acknowledge that we have no obligation to review or edit any of your information or third party information which you store on or transmit through our Equipment or use in connection with the Services. However, we reserve the right to access, retain and disclose copies of such information for the purposes of:

- (a) correcting, maintaining and improving the Services;
- (b) complying with any Legislation, conditions of our Authorisation or the terms of our contracts;
- (c) observing the performance of the Services including for Service Level monitoring;
- (d) retaining a record of activity on our Equipment or systems;
- (e) complying with any request for information or disclosure from a court or other appropriately authorised body;
- (f) ensuring that you are complying with our Fair Use Policy.

21 Assigning the Contract

21.1 We may assign, subcontract or otherwise transfer this Contract or any part of it to any third party in our absolute discretion.

21.2 You may not assign, sublicense or otherwise transfer this Contract or any of your rights or obligations arising under it without our written consent.

22 Entire Agreement

This Contract sets out the whole agreement between you and us for the provision of the Services and supersedes all prior agreements, understandings and agreements between us.

23 Waiver

The failure or delay by us in exercising any of our rights, powers or remedies under this Contract shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by us of any right, power or remedy under this Contract shall not in any circumstances preclude any other or

further exercise of it or the exercise of any other right, power or remedy. Any waiver of a breach of, or default under, any of the terms of this Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract.

24 Third Party Rights

A third party which is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

25 Law and Disputes

25.1 This Contract will be construed in accordance with and governed by the laws of England.

25.2 In the event of any dispute relating to or arising from this Contract the parties agree to submit to the nonexclusive jurisdiction of the English Courts.

26 Notices

26.1 Notices must be in writing and shall be served by hand delivering it or sending it by prepaid first class post, or registered post, or prepaid recorded delivery or prepaid international recorded airmail addressed to the other party at the address shown on the Contract application form or any other address as notified in accordance with this Clause or fax to the number notified by each party to the other or email to the address notified by each party to the other.

26.2 Any such notice shall be deemed to have been received:

25.2.1 if hand delivered or sent by prepaid recorded or registered post or international recorded airmail at the time of delivery;

25.2.2 if sent by post (other than by recorded or registered post) two days from the date of posting;

25.2.3 if sent by airmail (other than prepaid recorded airmail) five days from the date of posting;

25.2.4 in the case of fax, at the time of receiving a successful transmission report; and

25.2.5 in the case of email, a copy of the email must also be sent by first class post.



Mobile Terms & Conditions

We're sorry there's so much information here but we are required to document our terms and conditions of sale. If you have a query regarding anything you have purchased from us, please call our Customer Services team on 0845 200 0002.

In these Terms:

"Airtime Contract" means a contract entered into between you and your Network Operator relating to the provision of the Services;

"Equipment" means equipment including, without limitation, your Mobile Phone, Smart Phone (including any Handset Upgrade) and accessories, datacard, USB modem and other GSM/UMTS equipment;

"GSM Gateway" means any equipment containing a SIM card which enables the routing of incoming fixed to mobile calls or cross network calls, in such a way as to establish an on-network call on the Network;

"Handset Upgrade" means the issue of a new handset to you to use in conjunction with your Airtime Contract for the Minimum Period;

"Minimum Period" means the minimum period of 12, 18 or 24 months or any other period agreed between us (as the case may be) for the provision of the Services under your Airtime Contract beginning the day your Equipment is connected to the Network or, in the case of a Handset Upgrade, the day the Handset Upgrade becomes effective;

"Mobile Phone" means a cellular telephone or other device which incorporates a SIM card used by you to receive the Services and any accessories included in the price of your phone provided to you by us;

"Network" means the mobile telecommunication system run by your Network Operator;

"Network Operator" means a Network provider nominated by us to you into which you have entered any Airtime Contract;

"Services" means services including airtime services enabling you to make or receive calls and to send and receive data by means of the Network; and

"Smart Phone" means PDA, MDA, XDA, Blackberry, iPhone and similar devices and any accessories included in the price of your device provided to you by us.

All orders for Equipment from a buyer ("you") accepted by Calteq Limited ("we/our/us") are subject exclusively and strictly to the following conditions and no alterations proposed by you shall be binding unless we agree in writing:

1. ORDERS AND SPECIFICATIONS

1.1. We shall not be deemed to have accepted your order for Equipment unless it has been confirmed in writing by one of our authorised representatives.

1.2. You shall be responsible for ensuring the Equipment you purchase is of the correct specification for its intended use and location.

1.3. From time to time we may have to make changes in the specification of the Equipment:

1.3.1. to make it conform with any applicable safety or other statutory requirements; or

1.3.2. to make it reflect changes in the manufacturer's specification.

1.4. We may also have to make other necessary changes in the specification of the Equipment from time to time, but these will not materially reduce the quality or performance of the Equipment.

2. PRICE OF EQUIPMENT

2.1. The price of the Equipment shall be our quoted price (which we can change in the case of an error) or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date we accept your order. For the avoidance of doubt, the date that we accept your order shall be the date that the Equipment is dispatched.

2.2. The cost (if any) of fitting the Equipment is only included in the price if the written quotation or invoice specifically states that this is the case.

2.3. If we deliver the Equipment to you, you may incur an additional charge.

3. TERMS OF PAYMENT

- 3.1. Subject to any special terms agreed in writing between you and us, we shall be entitled to invoice you and you shall pay for the price of the Equipment either upon collection or prior to dispatch or delivery.
- 3.2. If the cost of fitting the Equipment (if appropriate) is included in its price, you shall pay us the price of the Equipment on placing the order.
- 3.3. If you fail to make any payment on the date it is due then, without prejudice to any other right or remedy we may have, we can:
- 3.3.1. cancel this agreement between you and us; or
- 3.3.2. suspend any further deliveries to you; and/or
- 3.3.3. charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 2% above the base lending rate of HSBC Bank Plc as published from time to time. Interest is charged on a per annum basis, calculated daily.
- 3.4. Payment on time is of the essence. That is to say that if you do not pay on time, we can terminate the arrangement between you and us. If we do that, we will either not provide you with the Equipment, or if we have already done so, you will give it back to us, failing which we shall be entitled to take it back.

4. RISK AND PROPERTY

- 4.1. Once the Equipment has been collected by you, and/or fitted (if appropriate), or otherwise received by you, all risk of damage to, or loss of, the Equipment shall pass to you.
- 4.2. Irrespective of delivery and the passing of risk in the Equipment, or any other provision of these conditions, the ownership of the Equipment shall not pass to you until we have received in cash or cleared funds payment in full for the price of the Equipment and all other Equipment agreed to be sold by us to you for which payment is then due.
- 4.3. Until such time as the ownership of the Equipment passes to you, you shall hold it on our behalf and keep it safe and identified as our property.
- 4.4. Until such time as the ownership of the Equipment passes to you, we shall (subject to Clause 4.5) be entitled to ask you to return the Equipment to us.
- 4.5. We agree that we will not exercise our right under Clause 4.4 where you have entered into an Airtime Contract, and are duly performing your obligations as to payment under it and have paid all outstanding monies referred to at Clause 3.

5. WARRANTIES AND REPLACEMENTS

- 5.1. Subject to the clauses set out below, the Equipment, where new, is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Equipment.
- 5.2. No liability is accepted for:
- 5.2.1. any defect resulting from fair wear and tear;
- 5.2.2. rain, water or other liquid damage;
- 5.2.3. accidental or willful damage;
- 5.2.4. negligence;
- 5.2.5. abnormal working conditions;
- 5.2.6. failure to follow the manufacturer's instructions (whether oral or in writing); or
- 5.2.7. misuse or alteration or repair of the Equipment without the manufacturer's approval.
- 5.3. There shall be no liability under any such warranty or guarantee if the total price for the Equipment has not been paid by the due date for payment.
- 5.4. Other than as expressly provided in these Terms & Conditions, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations 1999), we exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Equipment, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.
- 5.5. Where you are dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations 1999) your statutory rights are not affected by these Terms & Conditions.
- 5.6. Subject to Clause 5.8, if a valid warranty claim is made within the warranty period, we will replace or repair (at our discretion) the Equipment free of charge. After the expiry of the warranty period, we may make a charge for either of these remedies.
- 5.7. We shall (at our or the manufacturer's option) have the right to fulfill our obligations under Clause 5.6 by refunding you the price you paid (or a proportionate part thereof, depending upon age and condition). That will be the extent of our liability to you.
- 5.8. Other than as set out above, we shall be under no other obligation to exchange, repair or replace the Equipment or provide any refunds. You accept that you are solely responsible for backing up any important data stored on the equipment prior to the commencement of any repairs and you hereby acknowledge that any such data (together with any ringtone or logo) may be lost during the repair and will be lost if the Equipment is exchanged. We are not liable for this and it is therefore your responsibility to back up any such data stored on your Equipment.
- 5.9. We recommend that you insure your Mobile Phone/Smart Phone for its replacement value (including cover against calls made if it is lost or stolen). If your Mobile Phone/Smart Phone is lost, stolen or damaged and you want to replace it, unless this is covered by insurance, you will have to purchase a new Mobile Phone/Smart Phone (which may be at the normal retail price) and arrange with your Network Operator for a replacement SIM card (there may be a charge for the SIM card). In

these circumstances, your existing Airtime Contract will continue and you will remain liable for all line rental, call and other charges under it but you will not need to enter into a new Airtime Contract to replace it or in addition to it.

5.10. You must not use or operate a GSM Gateway.

5.11. The provisions of this Clause 5 do not affect your statutory rights.

6. RETURNS AND EXCHANGE

In certain situations, we may be prepared to give you a refund or exchange in respect of Equipment with which you are not satisfied.

7. LIABILITY

7.1. We do not exclude or limit liability if you are injured or die as a result of our negligence or that of our servants, agents or employees or for fraud or fraudulent misrepresentation. Nothing in this Clause 7 shall exclude or restrict our liability in respect of any liability which we cannot exclude or restrict by law.

7.2. Other than for death or personal injury or for fraud or fraudulent misrepresentation, any liability we have of any sort (including any liability because of our negligence) is limited to the amount paid by you to us for the Equipment.

7.3. Other than for death or personal injury, we shall not be liable to you under, or in connection with these Terms and Conditions whether or not as a result of our negligence in contract, tort, pre-contract or other representations or otherwise for any indirect or consequential loss, loss of business, revenue, profits, savings you expected to make, contracts, expenses, or for any other purely financial loss.

7.4. Other than for death or personal injury we have no liability under this Agreement unless we agree otherwise, for any data being lost, or harmed unless as a result of our negligence.

7.5. Each provision of this Clause 7 excluding or limiting liability operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply notwithstanding the expiry or termination of our agreement.

8. DEFAULT UNDER AND TERMINATION OF YOUR AIRTIME CONTRACT

8.1. If (i) within 7 working days of receipt of your Equipment, you have failed to arrange connection of the Equipment to the Network, if not already connected, (ii) you move onto a tariff which offers a lower rate monthly subscription during the Minimum Period, (iii) your Network Operator ends the Airtime Contract in accordance with its terms (including not limited to where you have failed to fulfill your payment obligations during the Minimum Period), (iv) you end the Airtime Contract for any reason within 9 months (if your Minimum Period is 12 months or more) or within your Minimum Period (if your Minimum Period is less than 12 months) or (v) you have been issued with a new Mobile Phone to use in conjunction with your Airtime Contract for a new Minimum Period and you have not used the new Mobile Phone within 30 days of receipt, and the relevant tariff includes a discounted Mobile Phone/Smart Phone, you must pay any other charges under the Airtime Contract. In addition to your other obligations under this clause 8.1, we also reserve the right to require you either to:

8.1.1. return the Mobile Phone/Smart Phone to us by sending it special delivery to Calteq at the address below

8.1.2. keep the Mobile Phone/Smart Phone, in which case you agree to pay us the amount of the discount being the handset only purchase price of the Mobile Phone/Smart Phone less the amount paid by you at the time of purchase for the Mobile Phone/Smart Phone.

9. YOUR PERSONAL DATA

9.1. We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time.

9.2. We may hold information that you provide to us (such as on an application or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("Your Information") may include your name, address, date of birth, gender, telephone numbers, email address, bank and credit/debit card information, occupation and employment data, lifestyle information and details of how you use our products and services together with general information about the way you pay and manage your account.. In addition, we may share Your Information with a third party insurance company if you decide to take out insurance with them through us.

9.3. Your Information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:

9.3.1. processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to bank and debit and credit card companies to validate your debit or credit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating to contact you) and legal actions and all other general administrative and business purposes;

9.3.2. carrying out market and product analysis of Your Information to develop and improve and to tell you about CPW Group's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may also use Your Information for the purpose of testing our internal systems and developing new products and services. We may tell you by automated means or otherwise, including by email, fax, mobile text message, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you apply to enter into this Agreement or subsequently; contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;

9.3.3. passing on data to organisations from which you have ordered any products and services; registering your details and

allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and our group companies' loyalty or reward programmes and other similar schemes;

9.3.4. carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or

9.3.5. carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.

9.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:

9.4.1. any information relating to your contract with us including details of how you conduct your account and your obligations to us and your personal financial information;

9.4.2. any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and

9.4.3. any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.

9.5. If you wish to use our products or services abroad, for example, if you wish to roam on a network abroad, Your Information may be transferred outside the European Union to that country. Our web, WAP and similar sites may also be based on servers located outside of the European Union. Please note that the data protection and other laws of countries outside the European Union may not protect you as well as those within the European Union.

9.6. We may use your information for the purpose of testing our internal systems and developing new products and services.

9.7. It may also be necessary for us to carry out anti-fraud and identity checks on you to help decide whether to accept your application or future applications, to verify your identity and to protect our legitimate interests. Any information obtained in such checks will be passed to credit reference agencies and may be used by third parties to assessing applications for credit from you and other members of your household and for debt tracing, crime and fraud detection and prevention and credit management purposes. You further agree that we may use Your Information for operating a publicly accessible directory service.

9.8. A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see www.dataprotection.gov.uk.

9.9. You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide Your Information or information concerning your activities whilst using the Services we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.

9.10. We may administer your account and provide other services (including sales and debt collections services) from centres in countries outside the European Economic Area (EEA) that do not always have the same standard of data protection laws as the UK. However, we will have appropriate safeguards in place to ensure that your information is adequately protected, and we will remain bound by our obligations under the Data Protection Act even when your personal information is processed outside of the EEA.

9.11. We may disclose to third parties aggregated data to the use of the Equipment provided that a single individual is not identifiable in such data.

10. GENERAL

10.1. If you need to send notices to us these must be in writing and can be delivered by hand or sent by first class post to our address as stated in Clause 10.12. If we need to send notices to you these must be in writing and can be (i) delivered by hand or sent by first class post to your address as stated on your application form or given to us during the application process, (ii) sent by SMS, which must be sent to your mobile phone number, or (iii) sent by e-mail, which must be sent to you at the address stated in your application form or given to us during the application process or any other e-mail address that you supply to us for the purpose. Notices sent by first class post will be deemed to have been delivered 48 hours after posting and notices delivered by hand or given by SMS or e-mail shall be deemed to have been delivered the day after the day the notice is sent.

10.2. If you or us break this Agreement and the other chooses to overlook it, this will not prevent the other from taking further action if you or us break this Agreement again.

10.3. If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, terrorism, war, military operations, national or local emergency, civil disorder, industrial disputes (whether or not involving our employees), acts or omissions of persons for whom we are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.

10.4. Subject to clauses 10.6 and 10.7, if you are a consumer customer (as defined in the Consumer Protection (Distance Selling) Regulations 2000) who has purchased the Equipment via distance means such as via the online shop or over the telephone, you may cancel this Agreement at any time up to 7 working days from the day after the later of entering this Agreement, receiving this Agreement or receiving the Equipment ("Trial Period") provided you give us notice in writing of such cancellation within the Trial Period. Please call our Customer Services team on 0845 200 0002 and we will explain how to do this. We recommend you enclose your Equipment (including the SIM card (unless it is a Handset Upgrade) and any accessories included in the price of your Equipment) undamaged with your notice of cancellation, with proof of purchase and the original packaging. If you do not enclose this with your notice of cancellation, you must return it to us within 7 days

of notice of cancellation undamaged, with proof of purchase by sending it to the address set out in clause 8.1.1 at your cost. Please enclose the original packaging. It is your responsibility to ensure that the Equipment is received by us and we recommend using special delivery. If you do not return the Equipment and any accessories undamaged, we may charge you the costs we incur in collecting it from you (which may be substantial) or the value of the missing or damaged items (i.e. the full retail price or the handset-only retail price in the case of the Mobile Phone/Smart Phone). You must make the Equipment available for collection on our request. Any sums paid by you in respect of the Equipment (less our costs if we have to collect the Equipment from you) will be reimbursed within 30 days. Please note that even though you may be able to cancel this Agreement pursuant to this Clause, you may not be permitted to cancel your Airtime Contract under the terms thereof. Please refer to the terms of your Airtime Contract for further information. This Clause 10.4 does not apply to a customer who purchases the Equipment for business purposes. This clause 10.4 does not affect your statutory rights.

10.5. If you had requested to keep your existing mobile number and then your agreement with us is cancelled, you will not be reconnected to your old contract and you must contact your previous Network Operator before you cancel your agreement with us and request a new Port Authority Code if you wish to keep this mobile number. If you do not contact them or if you do not have another active SIM card to transfer this mobile number to, you may lose your mobile number forever.

10.6. You agree that your SIM card for receiving the Services will be connected to the Network or your Handset Upgrade will be effected and the Services will start prior to the end of the Trial Period. You must take reasonable care of the Equipment until received or collected by us and you are entitled to examine the Equipment as you would in a shop. However, if you use the Equipment during the Trial Period, you may lose your right to cancel. Use would include, but would not be limited to using the Network for example by making or receiving a call, SMS or MMS, accessing the Web or downloading, or using any of the functions of the Equipment for example amending settings, saving any data, adding a contact or appointment, taking a photograph or using an application. If you use your Equipment whether before or after notifying us of your wish to cancel, you will be responsible for all charges incurred under the Airtime Contract and these may not be refunded. We reserve the right to charge you the value of any Equipment that has been used prior to receipt or collection by us.

10.7. Please note, you will be deemed to have received the Equipment and these Terms and Conditions of Sale when we have tried to deliver them to you even if you were not there to collect them.

10.8. Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

10.9. This agreement is subject to the law of the relevant part of the United Kingdom and the English Courts have exclusive jurisdiction.

10.10. Each of the Clauses of these Terms and Conditions shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

10.11. Calls to our telephone numbers will be charged at standard rates and may be monitored or recorded.

10.12. You may make a complaint to us as follows:

10.12.1. by writing to us at Calteq at the address below.

10.12.2. by calling us on 0845 200 0002 Monday-Friday 8am-5pm,

CALTEQ INTERNET ACCEPTABLE USE POLICY

To use Calteq Internet and/or CALTEQ products and services, you must comply with the provisions of this Acceptable Use Policy ("AUP") at all times.

GENERAL INFORMATION

This AUP applies to every Calteq product and service and your use of them. For some products and services there are particular points to which you must conform when you are using that product or service.

It is your responsibility to ensure your compliance with all applicable provisions of this AUP. If you have any comments or queries, or there is any provision that you do not understand, please feel free to email any enquiry to us at sales@calteq.co.uk

- There are certain types of material which infringe U.K. Law. Some types of material are illegal to possess as well as transmit or publish via the Internet. You should also be careful not to post material which infringes others' copyright or could be considered defamatory, or which imposes liability on us for hosting that material.
- Your traffic over the Internet may traverse other networks or use other services which are not owned or operated by Calteq. You must abide by the acceptable use policies and other terms and conditions imposed by the operators of those networks and services.
- Calteq may, at its sole discretion, run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays and open proxy servers). By accessing the Internet via Calteq services you are deemed to have granted permission for this limited intrusion onto your networks or machines.
- You are required to accept email addressed to "postmaster" at your address. For example, if you have the hostname "sample" and/or the domain "example.co.uk", then you should accept email addressed to postmaster@sample.calteq.co.uk and/or postmaster@example.co.uk respectively. You will be deemed to have read any and all such postmaster-addressed email and Calteq may take action on the basis of this assumption.

It is not possible to codify exactly what constitutes "acceptable use" and "unacceptable use" or abuse of the Internet. These terms depend upon the many informal understandings which have arisen between the administrators, owners and operators of the computers and networks that together constitute the Internet and of which Calteq is only one participant among many.

However, Calteq's relationship with other networks and ultimately its connectivity to the rest of the Internet depends largely upon proper behaviour by its customers. Calteq cannot tolerate any behaviour by customers which negatively impacts upon its own equipment or network, or upon the use by other customers of the Internet, or which damages Calteq's standing in the wider Internet community.

Therefore, it is important that when activity that might constitute abuse occurs, that Calteq takes appropriate action - if it did not, and such abuse was permitted to continue, Calteq would lose the confidence of the wider Internet community, which in turn would significantly impair Calteq's customers' freedom to use the Internet.

This AUP and its day-to-day application by Calteq are a result of Calteq's consideration of both the formal and informal practices of the Internet community.

We will investigate suspected or alleged breaches of this AUP and in doing so we will endeavour to act reasonably and fairly at all times. If you are found to have breached this AUP or the Terms and Conditions that apply to your service, we reserve the right in our sole discretion to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending or terminating one or more of your Calteq accounts, making an additional charge for our reasonable costs of investigating and dealing with the misuse, and/or blocking access to any relevant component(s) of our service to you. If we suspend your access then this suspension may be lifted, at Calteq's sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future "abuse". All cases are, however, considered individually upon their merits.

We have in place a procedure for handling complaints about breaches of this AUP. If you wish to make a complaint, please ensure that you do so via email to: sales@calteq.co.uk. If you do not use this facility we cannot guarantee that your complaint will be dealt with promptly. If you are reporting email or Usenet abuse, please ensure that you provide us with a copy of the full headers of the message or article in question. If you are reporting Web abuse, please ensure that you include the full URLs you are referring to. If you are reporting access abuse please ensure that you include copies of your log files which highlight that activity in question. In all cases please ensure that you include a short description of why you are making the complaint.