



## Customer Information

Company Name

Contact Name:

Address 1

Director's E-mail Address:

Address 2

E-mail Address for Billing

Post code

Company Registration No.:

OUR PACKAGE

## Connectivity Services

Voice Channel

Connection

Qty

Business Internet



Auto Attendant

Qty: 1



Yealink W79P  
Rugged

Qty:



System User Li-  
censes

Qty:



Voicemail License

Qty: 1



OHM

Qty: 1



Onsite Installation

Qty: 1



Mobile Connect

Qty:



Call Recording

Qty: 1



Yealink T57

Qty:



Router

Qty:



Grandstream GVX

Qty:



Yealink T54

Qty:



Web Building

Qty:



Desktop Pcs

Qty:



Operating System

Qty:



Monitors

Qty:



Laptops

Qty:



Keyboard

Qty:



Mouse

Qty:



Bespoke CRM User License

Qty:



## OLD COSTS

Existing Call Charges	£
Existing Equipment Rental	£
Existing Service Charges	£
Other costs	£
Current Mobile Costs	£
Current Leaseline Costs	£
<b>Total Cost</b>	<b>£</b>

## FUTURE COSTS

Estimated Call Charges	£
New System Rental	£
New Service Charges	£
Network Service Rebate for 18 Months	-£
Estimated Mobile Charges	£
Lease Line	£

I understand that the above figures are representative of our current average expenditure and that I will be billed separately for the system rental by a 3rd party funder, lines and calls by Infinet Solutions Limited

Name \_\_\_\_\_

## Company

Date

# Checklist for Business Finance Customers

1. Read Your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
  - corresponds with any verbal or written quotation on the rental amount and period of hire;
  - accurately reflects what You are agreeing to pay for, including any maintenance or services included in the repayments;
  - accurately describes the equipment You are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within Your own organisation to sign the agreement.
4. Make sure You understand and agree with all terms and conditions of the business finance agreement and, if You are unsure, ask for these to be explained or seek advice.
5. Make sure You understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If there is a maintenance or service contract which is separate to the finance agreement, check that the length, start date, notice period and settlement terms of the two agreements is the same, and if not, that You are happy with this.
9. If the name of the leasing company contracting with You is not shown on the agreement ensure that You are informed at the earliest possible time.
10. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until You have made the same checks as You did for the original agreement.
11. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.

Customer Number: .....

Agreement Number: .....

## **COMPANY ("We", "Us", "Our", "Owner")**

We will be a Finance Company which is entirely separate from the Supplier, Our details will be inserted below and notified to You when this Agreement is accepted. You agree to be bound by the terms and conditions here and over the page upon acceptance by Us.

Company's Name			
Address		Postcode	

**CUSTOMER ("You", "Your", "Hirer")**

Name				Co.Reg. No.
Trading As (if applicable)				
Registered Address				Reg. Postcode
Location of Products (if different from above)				Postcode
Contact Name		Tel. No.		
Email				
Non-corporate customers (Personal details of proprietor or one partner)				
Name				
Private Address				
Postcode		Home Tel. No.		Date of Birth

SUPPLIER

Name	Infinet Solutions	Salesperson	Ollie Turner
Address	2 The Southra, Dinas Powys, Wales, CF64 4DN	Branch	

PRODUCTS

## TERMS OF HIRE

This agreement is for a Minimum Period of		You will pay Us Rentals every	Monthly
By signing this Agreement You agree to pay Us:			
an initial rental of	£	+ VAT	
followed by a minimum		Rentals of £	+ VAT

**On expiry of the Minimum Period, Rentals will continue to be payable at the same frequency and in the same amount as the last Rental shown above**

The Rentals can be varied if tax rates change, or You change the method of Your payment (refer to Clause 2). Also if the maintenance charges change (refer to Clause 5). We may collect the cost of insurance for the Products that We arrange (see Clause 4). If You terminate this Agreement under Clause 10 You will pay the sums that Clause refers to. The Minimum Period starts on the day We sign this Agreement. An Administration Fee of £150 plus VAT is payable on Our acceptance of this Agreement and will be collected with the Initial Rental. An annual customer service charge of £40 plus VAT shall be payable in arrears on each anniversary of this Agreement (refer to clause 2.5).

## MAINTENANCE

If Your Rental includes maintenance charges We draw Your attention to Clause 5 overleaf.	Maintenance Charge included in each Rental	£	+ VAT
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## ADDITIONAL PROVISIONS

Confirmed by You (please sign)

## DATA PROTECTION

Please see the attached Use of Personal Data Statement for information about how We collect, share, process use and protect personal data. If you provide Us with personal information about any other individuals (such as directors of Your company or Your partner/spouse) please provide them with a copy of the Use of Personal Data Statement.

By signing below the Customer is confirming that it is entering into this Agreement for the purpose of the business carried out by the Customer or which the Customer intends to carry on. The Customer also confirms that it has not said or done anything nor given the Owner anything which contradicts this.

The Customer confirms that all the information the Customer has provided is true and correct and that the Customer is making this Agreement in the course of the Customer's business. The Customer has selected the Products and agrees that the terms of Clause 6, the exclusion of liability clause, are reasonable.

**Declaration for exemption relating to businesses.**

(Articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We are\* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us\* or intended to be carried by me/us.\*

I/we\* understand that I/we\* will not have the benefit of the protection and remedies that would be available to me/us\* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I am/We are\* aware that, if I am/we are\* in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 I/we should seek independent legal advice. \*Delete as appropriate

### YOUR SIGNATURE

Signature(s)	
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Under this Agreement the Products do not become Your property and You must not sell them.

Date

### YOUR DETAILS

Name	
Position	

### SETTLEMENT DETAILS

The Payments payable under this Agreement include the Amounts set out below to settle the commitment for existing products under agreements between You and:

Name of Finance Company	
Agreement Number	
Amount	£

The Supplier undertakes to settle this commitment on Your behalf upon acceptance of this Agreement. By signing this Agreement You authorise Us to pay the Supplier the Amounts and in doing so this is the extent of Our liability.

## For Internal Use Only

### THE COMPANY SIGNATURE

For and on behalf of The Company	Date of Agreement
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**1. THE AGREEMENT AND DELIVERY**

- 1.1 We are letting and You are taking on hire the Products for use in Your business on the terms set out.
- 1.2 The Agreement starts when We sign it and the Initial Rental and Administration Fee are due and payable at that time. The hiring continues until it is ended by You or Us in accordance with the provisions of this Agreement.
- 1.3 If You wish to end the Agreement at the end of the Minimum Period then You must give Us at least 90 days' written notice to terminate the Agreement, such notice to expire no earlier than the last day of the Minimum Period. On expiry of the Minimum Period, provided that You have not served notice to terminate this Agreement and We have not terminated the hiring of the Products hereunder then the hiring of the Products will automatically continue thereafter until either party gives to the other party 90 days written notice to terminate the hiring of the Products, such notice to expire on a Rental payment date.
- 1.4 All the terms of hire of the Products are in this Agreement and only variations signed by us both are effective.
- 1.5 You must make all arrangements for the delivery, installation and testing of the Products and their connection to any network. You must inspect the Products on delivery, and inform Us in writing within 5 days if they are defective, incomplete or not as specified otherwise You will have deemed to have fully accepted them.
- 2. PAYMENTS**
- 2.1 It is an essential term of this Agreement that You pay to Us all the Rentals and any other sums on the due dates in full and without retention by You and doing so is of the essence of this Agreement. VAT at the applicable prevailing rate must also be paid by You. All amounts payable by You under this Agreement must be made without any deduction, withholding, set-off, counterclaim or appropriation.
- 2.2 Unless otherwise agreed before You sign this Agreement all payments by You must be paid by direct debit. If You choose after signing this Agreement to pay by other means, and We agree, then You must pay Us a non-direct debit fee a minimum of £50 plus VAT for each Rental not yet due and payable.
- 2.3 You agree that the Rentals have been calculated on the assumption that the bases, rates and treatment of corporation tax, capital allowances and VAT allowed or in force at the date of this Agreement will remain unchanged for the period of the Agreement and that We will be entitled to reclaim any VAT in relation to the purchase price of the Products and charge VAT in respect of each Rental. If after the commencement of this Agreement there are any changes in the above assumptions and/or such assumptions proved to be incorrect You shall pay Us, if called upon to do so, by way of increased Rentals or lump sum payable on demand, such sum or sums as are required to place Us in the financial position (as regards this Agreement) which is expected had not such changes occurred and/or such assumptions had not proven to be incorrect. Our certificate of the increased Rentals or lump sum as the case may be shall be final and binding upon You and shall remain payable notwithstanding the termination of this Agreement for whatever reason.
- 2.4 If You do not pay any Rental or other sum due under this Agreement, on the due date for payment, in addition to Our other rights, You will also pay interest from day to day on the unpaid amount at the rate of 6% above Bank of England Base Rate or 2.5% of outstanding rentals, whichever is the greater, from time to time, after as well as before any judgement, from the date the payment was due until the day that We receive it.
- 2.5 An annual customer service charge of £40 plus VAT shall be payable in arrears on each anniversary of this Agreement to cover our costs in managing Your account including making available (a) information about this Agreement required by You and Your agents for the purposes of Your business and (b) other administrative services.
- 3. USING THE PRODUCTS**
- 3.1 If the Products include software You must agree with the software supplier the arrangements for use of it and get the warranties You require from that person. You must ensure the software is suitable for You and that You have all the necessary licences to use and operate it. As You deal directly with the supplier for the supply of the software You agree that it is reasonable for Us to exclude any liability relating to the software. You agree to indemnify Us and keep Us indemnified against any claims, costs, expenses, damages, liabilities and legal fees on a full indemnity basis that We may suffer, sustain or incur as a result of any dispute that may arise, in any way whatsoever, in connection with the software or the software licence.
- 3.2 Upon request and at Your cost, We will give all reasonable assistance to extend to You, so far as We are legally able, the benefit of any manufacturer's guarantees, conditions or warranties in relation to the Products.
- 3.3 You are responsible for keeping the Products in good condition at Your own cost. All damage, other than fair wear and tear, must be made good. All replacement and attached parts become part of the Products and Ours. No maintenance or other services are provided by Us under this Agreement.
- 3.4 You must keep the Products safe and use them safely and in accordance with the law and the manufacturer's recommendations, and only for purpose for which they are designed, or built, or are suitable. Any modifications required by law or otherwise will be completed at Your expense.
- 3.5 You must keep the Products in Your possession at the Location, except when they are being repaired, but You must not allow any repairer's lien to arise. You must not deal with the Products or transfer or assign them or any part of them. You must not hold Yourself out as the owner of the Products; nor may You claim capital allowances.
- 3.6 You agree to indemnify Us and keep Us fully indemnified on demand against any loss, damage, proceedings, claims, costs or expenses including legal costs on a full indemnity basis arising directly or indirectly from Your hiring, possession, operation or use of the Products under this Agreement except for death or personal injury caused by Our negligence. The provisions of this clause shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.
- 3.7 You may not mortgage, pledge, charge, sub-let, sell, lease, offer for sale, lend or otherwise deal with the Products or any interest in it or this Agreement without Our prior written consent.
- 3.8 You will at all times, at Your own cost, maintain in full force and effect all permissions, certificates, licences, registrations, permits and authorisations required by any statutory authority in connection with the Products and/or their use and/or the Location in which the Products are kept and if the Products comprise vehicles You will at all times ensure that each vehicle is validly licensed,

has a current Department of Transport Test Certificate and complies with all other requirements as to inspection, testing, plating, insurance and otherwise as for the time being required by law.

- 3.9 If the Products is/are a vehicle to which the Goods Vehicles (Licensing of Operators) Act 1995 applies, then You must ensure that any operator of the Products, including any person to whom with Our consent You sub-let the Products possesses a valid operators' licence for the Products. We may request to see evidence of this licence at any time during the term of this Agreement.
- 3.10 If the Products is/are a vehicle You will pay any charges, fines or other fixed penalties relating to the vehicle(s) immediately. If You fail to do so We may pay the amount of the charge, fine or penalty on Your behalf. You will then repay that amount to Us on demand together with such sums as We consider reasonable to cover Our administration costs connected with the charge, fine or fixed penalty.

**4. INSURANCE**

- 4.1 You must at all times keep the Products insured under a comprehensive policy without restriction or excess, for an amount equal to its replacement value, and You must note on the policy that the Products are Ours. You must show Us evidence of the policy, and if You fail to provide such evidence within 30 days of the date of this Agreement, We may at Our option arrange for the Products to be protected by Our own insurance policy at Your expense and collect a charge for this with each Rental. You will have no contractual rights, direct or indirect, under that insurance policy.
- 4.2 If the Products are lost or an insurance claim has to be made, You must notify Us immediately. If a claim is made We will use any proceeds received by Us to replace or repair the Products or as We may otherwise decide is appropriate in the circumstances. Any replacement products provided under Your insurance policy or under Our insurance policy will belong to Us.
- 4.3 If there is a total loss of the Products for insurance purposes, We may terminate the hiring of the Products and You will pay to Us the amounts set out in Clause 8.
- 4.4 Any insurance monies received by You will be held by You on trust for Us and will constitute trust monies.

**5. THE SUPPLIER AND MAINTENANCE**

- 5.1 If it is indicated that maintenance charges are a part of the Rental then We will act as the Supplier's agent to collect the sums from You. You must enter a maintenance contract for the Products and that contract must continue for the same period as this Agreement. You must perform Your obligations under that contract. The Supplier will be solely responsible for the maintenance and We are not responsible for any failure by the Supplier to provide it.
- 5.2 We may increase the Rentals by the amount of the increase in the maintenance charges due to the Supplier if the maintenance contract allows for that, and We are so requested by the Supplier.
- 5.3 We shall be entitled to apply amounts received from You first towards satisfaction of the Rental, excluding any maintenance charges, notwithstanding appropriation to the contrary. If You do not pay the full Rental amount We will stop paying the maintenance charges to the Supplier, who may stop providing maintenance. This does not affect any of Your obligations to Us under this Agreement.
- 5.4 If this Agreement is terminated the Supplier may bring an action to recover any maintenance charges that are due from You under the maintenance contract.
- 5.5 Should the Supplier become unable to provide the maintenance You may by at least one month's written notice tell Us to stop paying the maintenance charges to the Supplier and We will reduce the Rentals by the amount of the maintenance charges from the next Rental payment date. Even if You stop the maintenance charges You may still have obligations to the Supplier.

**6. YOUR ACKNOWLEDGEMENTS**

- 6.1 You and We recognise that there is a risk that any products, in particular computer hardware and software may not perform as expected and may not be satisfactory. We both also acknowledge that salespeople acting on behalf of suppliers may make representations about products including computer hardware and software that are difficult to evaluate until delivery and commissioning. When products are financed the risk of them not working satisfactorily or according to any representations may be assumed by You, by Us, by the supplier, by an intermediary or by an insurer. You and We both appreciate that the allocation of risk is a matter of agreement and You and We have decided that it shall be borne by You.
- 6.2 For that reason, You and We agree that there is no term in this Agreement by which We are responsible for the performance of the Products, whether generally or in relation to any particular purpose. We do not know if any representation was made to You about the Products, but if it was, You acknowledge that it was not made on Our behalf and that You have not entered into this Agreement in reliance on it. You and We also agree that We have not assumed any duty of care towards You.
- 6.3 You represent and warrant that You have obtained from the Supplier of the Products all representations, warranties and guarantees You require in relation to the Products including but not limited to its quality, fitness for purpose and description.
- 6.4 To the extent permitted by law, You and We agree that no terms are to be implied into this Agreement.
- 6.5 If the law requires terms to be implied into this Agreement, You and We agree that We are not liable for any breach of them, because if the risk of breach of any such terms had been allocated differently We would have charged a higher rental because We are not in a position to evaluate and therefore insure against the risk of a breach, whilst You are in a better position to do so, because You have chosen the Products and the Supplier.
- 6.6 In no event will Our liability under this Agreement exceed the aggregate of the Rentals paid by You at the time the liability arises.
- 6.7 In no event will We be liable to You in contract, tort or otherwise including any liability for negligence:-
- a) for any loss of revenue business, Anticipated Savings or profits or any loss of use or value; or
- b) for any indirect or consequential loss; however arising. 'Anticipated Savings' means any expenses which You expect to avoid incurring or to incur in a lesser amount than would otherwise have been the case.
- 6.8 The Supplier is not Our agent to make any statements concerning this Agreement or the Products.

## 7. TERMINATION OF THE AGREEMENT

- 7.1 We shall be entitled to treat any breach by You of any of Your obligations under this Agreement as a repudiatory breach indicating You no longer intend to abide by this Agreement which We may accept, and We may subject to giving You any notice required by law, terminate the hiring hereunder. Without prejudice to the generality of the foregoing, We may subject to giving You any notice required by law, terminate the hiring of the Products under this Agreement if:-
- a) You do not pay any Rentals or other sums due under this Agreement on the due dates for payment;
  - b) You breach any term of this Agreement and if such breach is remediable You fail to remedy it within 7 days of written notice requiring its remedy;
  - c) (If You are a partnership) any of the partners dies, a petition is presented for an administration order to be made in relation to, or a resolution is passed for the winding up or dissolution of the partnership or a petition is presented for a bankruptcy order to be made against one or more of the partners for non-payment of a partnership debt or any one or more of the partners enters into a voluntary arrangement with the creditor of the partnership or the partnership enters into a voluntary arrangement with its creditors;
  - d) (If You are an individual) You die or an application is made for an interim order to be made in relation to You or a petition is presented for a bankruptcy order against You or a trustee in bankruptcy or like officer is appointed over all or any of Your assets or any other steps are taken to appoint an administrator;
  - e) an order is made for the appointment of an administrator over You or documents are filed for the appointment of an administrator over You or a notice of intention is presented to You or any other steps are taken to appoint an administrator;
  - f) You arrange or attempt to arrange a composition or scheme with Your creditors or a meeting of creditors is called;
  - g) You cease or threaten to cease to carry on trading or sell or dispose of a substantial part of Your business or assets without Our consent or there is an adverse change to Your business;
  - h) there is any change in Your control (whether direct or indirect or Your present holding company ceases to be Your legal and beneficial owner (free from all mortgages, charges, liens or other encumbrances) of the whole or any part of Your issued share capital from time to time;
  - i) You are unable to pay Your debts as they fall due (as defined by section 123 or 268 of the Insolvency Act 1986);
  - j) (in Scotland) You become a bankrupt or have Your estate sequestrated or execute a trust deed, or a judicial factor is appointed to administer Your estate; any distress execution or other legal process is levied against any of Your assets or an encumbrancer takes possession of any of Your assets, or any security created by You becomes enforceable and the mortgagee or chargee takes steps to enforce the same;
  - l) any guarantee in respect of Your obligations under this Agreement is not or ceases to be fully valid binding and enforceable;
  - m) any representation made or information provided by You or on Your behalf to Us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in Our opinion, is material.
  - n) In Our sole opinion, We have reasonable grounds to believe the Products, or Our interest in it/them, is/are at risk.
  - o) Any steps are taken to appoint an administrator or administrative receiver in respect of You or to appoint a receiver over any of Your assets;
  - p) You are liquidated or wound up or have a petition for winding up presented against You or You pass a resolution for voluntary winding up (otherwise than in the course of a restructuring approved in writing by Us in advance);
  - q) You fail to comply with the terms of any other finance agreement that You are party to and that failure entitles any other party to the agreement the right to terminate it or accelerate any payments payable by You under it.
  - r) You or any of Your directors, officers or employees are convicted of or involved in any offence under legislation relating to money laundering and/or acts of terrorism, or fail to comply with any such legislation.
- 7.2 You are aware that We do not support or participate in business in jurisdictions that are the subject of embargoes, sanctions or similar measures. You confirm that, You have no offices, investments, activities or planned activities in countries or regions which are the subject of sanctions, embargoes or similar measures imposed by any of the US OFAC, the EU, the UK government or any other relevant sanctions authority. In the event that You have offices, investments, activities or planned activities in countries or regions which are subject to such sanctions, embargoes or similar measures, You will immediately notify Us and We shall have the right to terminate this Agreement on written notice to You with immediate effect.

## 8. YOUR OBLIGATIONS ON TERMINATION

- Upon any termination of this Agreement and/or the hiring of the Products for any reason:
- 8.1 You must:
- a) pay to Us immediately a sum equal to all arrears of Rentals and other payments and interest; and
  - b) pay to Us as agreed damages and/or a debt a sum equal to all the Rentals (less any maintenance payments) that You would have paid had the Agreement continued for the Minimum Period less a discount from the date of termination to the date the Rental would otherwise have fallen due at a rate of 2% per annum; and
  - c) pay as agreed damages and/or a debt all Our costs in repossessing, repairing and selling the Products and administration of the termination including legal fees, all on a full indemnity basis.
- 8.2 Our consent for You to possess the Products is withdrawn.
- 8.3 Strictly subject to Us recovering possession of the Products and/or You fully complying with Your obligations under Clause 9.2, and to the Products being sold

by Us, We will apply any net proceeds of sale of the Products (excluding VAT and any costs of repossession, insurance, storage and sale and legal costs), in diminution or extinguishment of the termination sum calculated under Clause 8.1 above. If any surplus remains following application of the net proceeds of sale to the termination sum, such surplus shall be legally and beneficially Ours in its entirety.

## 9. INSPECTION AND RETURN OF PRODUCTS

- 9.1 You must let Us and Our representatives inspect the Products upon Us giving You 48 hours' notice of our intention to do so. Immediately upon termination of the hiring of the Products under this Agreement, or upon termination of the Agreement, Our consent for You to possess the Products is withdrawn. Upon the termination or expiry of the hiring of the Products or termination of the Agreement We or Our representatives may, subject to giving You any notice required by law, repossess the Products and, (if required by law) under an order of the Court or with Your consent given at that time, enter the Location and or any premises where the Products are or are believed to be located.
- 9.2 When this Agreement expires, or is terminated, You must immediately return the Products to an address nominated by Us within the United Kingdom. The Products must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight pre-paid and insured.
- If You fail to do so You will be liable for Our costs in recovering the Products and/or restoring them to Average Saleable Condition.
- Average Saleable Condition means that all of the Products are immediately available for use by a third party, other than Yourself, in good working order and condition, free from any defects and without the need for repair or refurbishment, fair wear and tear excluded. All Products must be free of markings. You will pay Us on demand for any damage, missing or defective parts of accessories. If all or part of the Products consist of computer equipment You must remove all personal data, sensitive data and passwords. Upon expiry or termination of this Agreement and/or hiring the Products for any reason then, notwithstanding the other terms of this clause, if You do not or cannot return the Products to Us for any reason within 30 days of such expiry or termination, including but without limitation because they are a total loss, then You will pay Us forthwith a sum equal to the amount We anticipated the Products would be worth at the end of the Minimum Period assuming it had been returned in Average Saleable Condition.

## 10. YOUR RIGHTS TO END THE AGREEMENT

- 10.1 You may apply to Us to terminate the hiring of the Products during the Minimum Period by giving Us at least 90 days written notice. If We accept Your request, You must pay Us a sum calculated in accordance with Clause 8.
- 10.2 On termination under Clause 10.1 You must also comply with Your obligations in Clause 9.2.

## 11. GENERAL

- 11.1 We may assign this Agreement and/or deal in Our rights and the Products, but this Agreement is personal to You and You may not do that.
- 11.2 If We give You any relaxing of Our rights this does not affect Our ability to enforce Our rights to their full extent.
- 11.3 Any notice to be sent to You will be sent to the address shown or Your last known address and deemed delivered two working days after posting.
- 11.4 If any clause of this Agreement is invalid, that will not affect the validity of others.
- 11.5 Value Added Tax at the applicable rate will be paid by You on all appropriate payments.
- 11.6 You will pay Our costs and charges for dealing with unpaid, returned or recalled payments or direct debits, for providing You with other services that You request, and enforcing the terms of this Agreement and repossessing and selling the Products on a full indemnity basis.
- 11.7 No person has any rights under this Agreement save as may be set out in it and the parties agree that the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 11.8 In this Agreement references to "You" and "Your" are to the Hirer and if the Hirer is two or more people each of them jointly and separately. The words with capital letters refer to the description in the Agreement. "Group Member" means any company.
- 11.9 If You are more than one person, Your obligations will be binding on each person separately and all persons jointly.
- 11.10 English law governs this Agreement. The Courts of England and Wales shall have exclusive Jurisdiction in connection with the Agreement.

- 11.11 No person, including any manufacturer or supplier of the Goods, who introduced You to Us or who negotiated this Agreement acted as Our agent and is not Our partner, employee, or associate. If You are introduced to Us by a broker or a third party (Introducer), a commission may have been paid or may be paid by Us to the Introducer in relation to that introduction. If You require more information about the commission We have paid (or may pay), You shall contact the Introducer. If for any reason You cannot get this information from the Introducer, You shall contact Us and We will provide the information to You. By signing this Agreement, You consent to Us paying a commission to an Introducer.

## 12. COMPLAINTS

Should You have a complaint about Our financial product, You will be advised of contact details once Your Finance company has been chosen. Details will be provided within Your acceptance letter upon inception of this Agreement. In some circumstances, if You are an eligible complainant, You may be able to refer the matter to the Financial Ombudsman Service. Details are available from Us on request or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) - The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

## USE OF PERSONAL DATA STATEMENT

This Use of Personal Data Statement ('Statement') describes how the finance company whose details appear at the beginning of this document ('we', 'us', 'our') collects and processes personal information about you; how this information is used and protected, and your rights in relation to this information. Further details of how we use and protect your personal data are available on request.

### PERSONAL INFORMATION WE USE

We may be required to collect certain personal information about you by law or as a consequence of the business relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

### INFORMATION WE COLLECT DIRECTLY FROM YOU

Categories of information that we may collect directly from you include your personal details (e.g. name and date of birth), contact details, transaction information and information about your associated persons, such as your spouse, partner, any directors of your company, or other persons with whom you are financially linked ('**associated persons**'). If you are providing us with personal information about your associated persons, please provide a copy of this Statement to them.

Information we collect from credit reference agencies and fraud prevention agencies

We also collect personal information about you and your associated persons from credit reference agencies and fraud prevention agencies. We will search your records (and those of your associated persons) with credit reference agencies and fraud prevention agencies when we receive your application, whether or not the application proceeds. We will also make periodic searches of your records during the life of our contractual relationship with you.

### HOW WE USE YOUR PERSONAL INFORMATION AND THE BASIS ON WHICH WE USE IT

We may use your personal information for the following purposes:

- Credit reference and fraud prevention checks: we process your personal information to carry out credit reference checks and for fraud prevention purposes. The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the Credit Reference Agency Information Notice available here <http://www.experian.co.uk/crainndex.html> or by contacting us at the details below.
- Identification and authentication and administering the services: we use your identification information to verify your identity when you access and use our services and to ensure the security of your personal information. We also process your personal information to administer the finance, services and products you have requested. We use your personal information for these purposes so that we can comply with our contractual obligations to you.
- Improving our services and marketing analysis: we analyse information about how you use our services to provide an improved experience for all our customers. We also carry out marketing analysis and customer profiling (including with transactional information) and conduct research, including creating statistical and testing information. It is in our legitimate business interests to use the information provided to us for this purpose, so we can understand your needs and identify any issues with our services to improve them.
- Communicating with you: we may use any categories of your personal information when we communicate with you. It is in our legitimate interests that we are able to provide you with appropriate responses and provide you with notice about our services.
- Exercising our rights: we may use any categories of your personal information to exercise our legal rights where it is necessary to do so, for example to detect, prevent and respond to fraud claims, intellectual property infringement claims or violations of law or the contract. This includes allowing our insurance management contractor(s) to contact you to establish if you have obtained the insurance cover required by your contractual obligations to us.

### YOUR RIGHTS OVER YOUR PERSONAL INFORMATION

We encourage you to contact us to update or correct your information if it changes or if the personal information we hold about you is inaccurate. You may also have certain rights regarding your personal information. These include the right to access, rectify, erase or port your personal information. You may also have the right to restrict or object to our use of your personal information and to withdraw any consents you have provided us. You also have the right to lodge a complaint with your local data protection authority. If you would like to discuss or exercise such rights, please contact us.

### CREDIT DECISIONS

In order to determine whether to accept your application for credit, we will analyse your financial history, credit reference records and other relevant information about you (or your associated persons) collected from you and credit reference and fraud prevention agencies. We use this information because it helps us to determine your creditworthiness and suitability for entering into contracts with you.

### INFORMATION SHARING

We may share personal information relating to you and your associated persons with credit reference agencies and fraud prevention agencies to help us and other organisations make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for you and your associated persons, managing credit and credit related accounts or facilities and checking details of job applicants and employees. You have a legal right to obtain details of the credit reference and fraud prevention agencies from whom we obtain and to whom we pass information about you. You also have a right to further details explaining how the information held by fraud prevention agencies may be used. If you would like to obtain such information, please contact us.

We may also share your personal information with our suppliers and service providers, our group companies, joint venture partners, law enforcement agencies, court, regulators or government authorities, insurers and third party asset purchasers under certain circumstances.

### STORAGE

We will keep your personal information for as long as we have a relationship with you. After our relationship with you has ended, we will take into account our legal obligations and regulators' expectations when deciding how long to keep your personal information. We may also retain records to investigate or defend potential legal claims.

### INTERNATIONAL DATA TRANSFER

Your personal information may be transferred to, stored and processed in a country that is not regarded as ensuring an adequate level of protection for personal information under European Union and English law. We have put in place appropriate safeguards (such as contractual commitments) in accordance with applicable legal requirements to ensure that your data is adequately protected. Please contact us if you require more information on the appropriate safeguards in place.

### CONTACT US

If you have questions or concerns regarding the way in which your personal information has been used, please contact us. Our contact details are included at the beginning of our contract with you and in our website.

## The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

- If there are any changes to the amount, date or frequency of Your Direct Debit the Owner will notify You within 5 working days in advance of Your account being debited or as otherwise agreed.
- If You request the Owner to collect a payment, confirmation of the amount and date will be given to You at the time of the request.
- If an error is made in the payment of Your Direct Debit by the Owner or your bank or building society, You are entitled to a full and immediate refund of the amount paid from Your bank or building society.
- If You receive a refund You are not entitled to, You must pay it back when the Owner asks You to.
- You can cancel a Direct Debit at any time by simply contacting Your bank or building society. Written confirmation may be required. Please also notify Us.

### INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Please complete this form and send it to the Originator.



1. Name and full postal address of your Bank or Building Society Branch

To the Manager

Bank/Building Society

Address

Postcode

Service User Number (6 digits)

5. Reference (originator reference number)

6. Instruction to your Bank or Building Society:  
Please pay the Originator Direct Debits from the account detailed in this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this Instruction may remain with the Originator and, if so, details will be passed electronically to my Bank/ Building Society

Signature(s)

2. Name(s) of Account Holder(s)

3. Branch Sort Code (from top right corner of the cheque)

<input type="text"/>					
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4. Bank or Building Society Account Number

<input type="text"/>						
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Date :

# SCHEDULE OF PRODUCTS

REF. NO: A

## CUSTOMER ("You", "Your", "Hirer")

Customer's Name	Full Company Name
Registered Address	Reg. Postcode

## DETAILS OF PRODUCTS

All products below are new unless otherwise stated.

## SIGNATURE OF HIRER

Authorised Signatory		Print Name	
Position		Date	

## For Internal Use Only

## SIGNATURE OF THE COMPANY

Authorised Signatory		Print Name	
Position		Date	

# ACCEPTANCE CERTIFICATE

## COMPANY DETAILS

TO	(“OWNER”)
RE HIRE AGREEMENT NO:	
BETWEEN THE OWNER AND	AS HIRER (“AGREEMENT”)

## TERMS OF ACCEPTANCE

The undersigned hereby confirms and certifies that all of the Products identified or referred to in the Agreement has been received in good condition as ordered and has been assembled, installed, tested, etc., as applicable, and is operating in accordance with the Supplier(s) specifications and was and is unconditionally accepted by us. The undersigned also certifies that it has made or caused to be made all such tests and inspections of the Products as the undersigned deemed necessary to become satisfied with respect to the foregoing and acknowledges that the undersigned is obligated to pay the rentals and other amounts as stipulated in the Agreement without any right of abatement, set-off, defence or counterclaim whatsoever.

The undersigned further acknowledges that the Supplier(s) and the said Products were selected by the undersigned and the undersigned is satisfied with the design, specifications, operating performance, quality, value, merchantability, exchange value and suitability of the Products for the purposes for which the undersigned intends to use it. Without prejudice to the rights, if any, that the undersigned may have against the Supplier(s) or others, the undersigned hereby releases and discharges Owner from any and all actions, causes of action, claims, demands, rights, defences, set-offs, abatements and compensation now or hereafter arising out of or in relation to the Products, including, without limitation, any latent defect therein. Insurance coverage in respect of the Products has been effected in accordance with the terms of the Agreement. For the avoidance of doubt, any reference/s in the Agreement to ‘deemed acceptance’ or its equivalent, shall not apply in relation to the Products included in this Certificate of Acceptance and this actual Certificate of Acceptance is required.

Capitalised terms used herein and not defined shall have the same meanings as set forth in the Agreement.

## SIGNATURE OF HIRER

Authorised Signatory		Print Name	
Position		Date	

## Infinit Solutions limited MASTER SERVICE & SUPPORT AGREEMENT

Infinit Solutions limited in 2 The Southra, Dinas Powys, Wales, CF64 4DN, Registration Number 15457713

### Company Details

Company Name	Contact Title	Contact First Name	Contact Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Job Title	E-mail address	Mobile Number	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Billing Contact (only if different from above)

Contact Name	E-mail address
<input type="text"/>	<input type="text"/>

### Company Information

Company Status	Company VAT Number	Company Register No.	Number of Employees
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address 1	Address 2		
<input type="text"/>	<input type="text"/>		
Post code	Town / City / Country		
<input type="text"/>	<input type="text"/>		

### Customer Telephone Account Details

Telephone Number	Homeworker Postcode	Line Use/Type	No of Lines / Channels
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Monthly Service Charge (Per Line/SPI Trunk/Broadband)

Voice Channel	Business Internet	Tarrif	Local / National Geographic
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Call Bundle	Unlimited
		Calls To Major Mobiles	International / Non-Geo / Premium
		<input type="text"/>	<input type="text"/>
		Unlimited	Chargeable

### Support Services - To be read in conjunction with the order Form

Hour of Support	Monday to Friday between 9 AM to 5 PM	All-Inclusive Support Month 13 Onwards	<input type="text"/>
Charging Options	12 Months support is included for warranty related faults and reprogramming request		£50 Per Month

### E-Billing

Infinit Solutions limited operate an a paperless e-billing system. This means you will receive your bill via email, which will be sent to the nominated email address stated above

### Declaration & Signature

<p>I hereby give permission for Infinit Solutions limited to manage my account for purpose of transferring/porting any new/current phone services to them. I can confirm that as a respective of the above named company, I am duly authorizing to enter into this agreement, and that I have read, understood and acknowledge, acceptance of terms and conditions.</p>			
Contract Period	<input type="text"/>	Signature	<input type="text"/>
Printed Name	<input type="text"/>		
Date	<input type="text"/>		

All pricing subject to VAT at prevailing rate.

## Order Form

Company Name	Address	VAT Registration No	Company No
Infinet Solutions			
Company Name		Contact Name	
Address 1		Director's E-mail Address	
Address 2		E-mail Address For Billing	
Post code		Company Registration Number	

System Type (VOIP)		Configuration	
Voice Channel	Business Internet		
Special Conditions			
Cashback towards other requirements	£0	Cash back for existing subsidy	£0
Cash back for Mobile Savings	£0	Network services rebate 18 months	

I have read, understood and I acknowledge acceptance of the terms and conditions overleaf, a full version of which are available for viewing at <http://infinetsolutions.co.uk/terms-conditions-1> I understand that the installation is likely to occur over multiple stages, the rental agreement for equipment will be activated on receipt of signed confirmation of delivery at completion of initial stage

Name	Company
Position	Signature :
Date	:

## Contract Summary

This contract summary provides the main features of this service as required by EU law (i). It helps to make a comparison between service offers complete information about the service is provided in other documents

Services	Equipment
Voice Channel	Business Internet

### Remedy

Should your Broadband service not meet the expected speeds and Infinet Solutions limited are unable to resolve the issue within 30 days of being reported, you have the right to terminate the broadband service FOC. Calls to UK Local/National 01 & 02 numbers are free of Infinet Solutions limited fair usage policy. Calls to major UK Mobile Networks are free of charge (subject to Infinet Solutions limited fair usage policy).

### Duration, renewal, and termination

Broadband is subject to a 24 month agreement, with the possibility to renew at best price upon each subsequent 24-month anniversary. Early termination of broadband,(for any other reason than stipulated in the above remedies), line rentals, or equipment rental during the minimum term, will result in an early termination charge that will be calculated based upon the monthly rental price multiplied by the number of months remaining within the agreement term.

### Features for end-users with disabilities

- o The 999BSL (British Sign Language) app allows people who use BSL to communicate via video link with a BS interpreter within the Emergency Services call Centre BSL interpreter within the Emergency Services call centre
  - o Yealink is compatible with Hearing Induction Loop systems
- The customer is given a 6-month period from the contract signing date to claim any termination fees discussed at point of sale for resolving existing provider exit fees; any claims made beyond this time frame will be denied.

## Customer Requirement Form

**Infinet Solutions limited are committed to the very highest levels of customer care. This questionnaire is essential for our understanding of your needs and therefore satisfaction with our services**

		Yes	No
1	We currently have a PDQ line that connects to a Bank or Post Office. Please state bank .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	We currently have a Redcare, or similar alarm system connected to a telephone line. x (If alarm works via the main system lines then a new stand alone line will be needed.) I understand that liaison with the alarm company is our responsibility. Please state the telephone number the alarm runs on .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	I understand that Infinet Solutions limited will apply a 18 month loyalty rebate of £ by monthly standing order, after 18 months the payment will automatically stop. The amount listed will be paid directly into your account given for network billing. Infinet Solutions limited withhold the right to suspend or cancel this credit should there be any arrears on agreements relating to the order	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	I understand that any "Special Conditions" agreed by Infinet solution's representative may not be considered valid by Infinet Solutions limited unless stated on the Order Form and clearly initialled by their representative.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	I understand that the cash back for buyout charges may not pay the total bill & that I may have to add to it if its estimated from a third party provider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	I understand that if I do not take Infinet Solutions limited mobiles after my current contract ends Infinet Solutions limited cannot guarantee the savings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	We agree that the rentals due under the Rental Agreement (the "Rentals") have been calculated based on the full purchase price of the Equipment. We agree and accept that our obligation to pay the Rentals in full on their due dates without reduction, deduction, with holding, or offset whatsoever, shall apply notwithstanding any failure on the part of the Supplier or the Equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	We fully understand that Infinet Solutions limited will be, and will at all times remain, solely responsible for providing any Support or service provision in respect of the Equipment in a separate agreement which we may enter in with them. We are fully aware that if the Supplier stops providing warranty for any reason, we must fully comply with all the obligations under the Rental Agreement to keep the Equipment maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	We acknowledge that in entering into the above agreement you have agreed to rent not only new equipment being supplied by Infinet Solutions Limited, but also the settlement of an existing agreement, in the sum of £0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	We understand that the settlement will be reflected in the rentals payable under this agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	I understand that that payment will not start on this agreement until Infinet Solutions limited has received the COA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	I understand the following equipment rentals are to be settled as part of this agreement (monthly) the settlement process will be completed within 6-8 weeks of the 1st payment on this new agreement £0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	I confirm I have authorisation to sign on behalf of	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	I understand that voice recordings will be stored by Infinet Solutions limited free of charge for a period of 6 months, after which time a storage charge will apply for each additional 6 months storage, unless we have taken measures to download and store the recordings independently.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	I understand that by agreeing to opt out of Anti-Fraud Protection, I will now be liable for all costs caused by fraudulent activity from external and internal sources on my telephone lines/trunks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Infinet Solutions limited Fair processing notice understand that Infinet Solutions limited acting as data controller can be contacted at support@infinitesolutions.co.uk All data is collected in person from the signatory for the purposes of your acquisition of assets with the aid of 3rd party finance and to confirm & process the contract you have voluntarily entered into, as per Article 6(1)(b) of GDPR. Where automated decision making may be used by ourselves or 3rd party financiers with whom we share your information for credit, fraud and anti-money laundering checks, pursuant to Article 22, (3) you will have the opportunity to contest any unfavourable credit decision and have that reviewed in person. The data will be held for the duration of the contract and then disposed of securely. As per GDPR you have new rights regarding how we deal with your data, including the right to rectification or erasure (under certain circumstances). You have the right to restrict our processing of your personal data & the right to a copy of your data should you wish. Full descriptions can be found on our websites, along with your rights to lodge a complaint with the ICO & your right to object to the use of automated decisions making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I declare that, to the best of my knowledge, the above statements are true.

Name

Position

Date : .....

Company

Signature :

.....
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## Infinit Solutions limited - CONDITIONS FOR THE ORDER OF EQUIPMENT

### 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these conditions:

Infinit Solutions: means the Infinit Solutions entity shown on the Order Form being a company registered in England and Wales and whose registered office is at 22 Wenlock Rd, London N1 7GU.

Infinit Solutions Group: in relation to the Supplier means Infinit Solutions limited, any company of which Infinit Solutions Group a Subsidiary (its holding company) and any other Subsidiaries of any such holding Company. Infinit Solutions Website:www.bwttwr-comms.co.uk.

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

Credit Application Period: the period of 6 months from the date of the Order Form.

Equipment: the equipment agreed in the Order Form to be rented by You from Infinit Solutions or a Funder.

Funder: a third party finance provider willing to provide finance for the Equipment and enter into a Rental Agreement with You.

Order Form: the order form overleaf signed by You.

Privacy Policy: Infinit Solutions' privacy policy available on the Infinit Solutions Website.

Rental Agreement: means the agreement for the rental of the Equipment in the standard form produced by the Funder or Infinit Solutions as the case may be.

Services: the assistance to be provided by Infinit Solutions pursuant to condition 2.3 below together with all other services which Infinit Solutions deems is required in readiness for and to install the Equipment which shall include without limitation ordering of the Equipment and associated licences, order administration, the booking of engineers, installation and site surveys.

Services Fee: a fee payable to Infinit Solutions in respect of the provision of the Services calculated in accordance with condition 2.8 and payable in accordance with condition 2.2, 2.4, 2.7 or 2.9.

Start Date: means the commencement of the hire of the Equipment as such term is defined in the Rental Agreement;

User: has the meaning given in condition 2.13.1

1.2 User Data: means any data, information or content relating to a User which is obtained by Infinit Solutions, directly or indirectly, from your organisation or its Users through use of the Equipment.

You or Your: the person, firm or company who signs the Order Form order the Equipment. Clause and paragraph headings shall not affect the interpretation of these conditions and conditions.

### 2. THE CONDITIONS

2.1 By signing the Order Form You expressly agree to hire the Equipment in accordance with the conditions of the Rental Agreement, subject to the Funder and/or Infinit Solutions limited (as the case may be) approving Your application for finance within the Credit Application Period.

2.2 You will use your best endeavours to obtain third party finance from a Funder and to enter into a Rental Agreement as soon as possible after the date of this Order Form. You agree that you will be bound to enter into a Rental Agreement in the event any application for finance that you make is approved within the Credit Application Period and that if you obtain finance and fail to enter into the Rental Agreement you will be liable to pay the Services Fee.

2.3 Infinit Solutions shall use reasonable endeavours to assist you with Your application for third party finance from a Funder and in this respect Infinit Solutions will assist with the completion of all necessary application forms but shall have no liability to You if any application You make fails to secure the finance requested.

2.4 You will make available to Infinit Solutions or a Funder all information reasonably requested by either of them in support of Your application for finance for the Equipment and You will co-operate with Infinit Solutions in all respects to facilitate the said finance. If You fail to provide all necessary information within 28 days of the date of the Order Form Infinit Solutions shall have the right (but not the obligation) to terminate Your order for the Equipment and/or you will be liable to pay Infinit Solutions the Services Fee.

2.5 In the event Your application for third party finance with a Funder is unsuccessful within the Credit Application Period, Infinit Solutions Technologies may, in its sole discretion, provide finance for You and enter into a Rental Agreement with You directly, but shall be under no obligation to do so. If Infinit Solutions is agreeable to this, You agree that you will enter into the Rental Agreement accordingly.

2.6 Once You have entered into a Rental Agreement, you will be bound by the provisions of the Rental Agreement and consequently, You cannot cancel the rental of the Equipment unless otherwise permitted in accordance with the conditions of the Rental Agreement.

2.7 In the event Your application for third party finance with a Funder is unsuccessful within the Credit Application Period and Infinit Solutions is unable or unwilling to enter into a Rental Agreement with You, Infinit Solutions will notify you accordingly and this order for Equipment will be deemed cancelled without any liability on You or Infinit Solutions save that Infinit Solutions reserves the right to charge You the Services Fee in the event that your application to the Funder was unsuccessful as a consequence of Your noncooperation or Your failure to provide all reasonably requested information.

2.8 By signing the Order Form you expressly acknowledge and authorise Infinit Solutions to immediately commence the Services and to purchase the Equipment and associated licences, and you agree to use all reasonable endeavours to assist Infinit Solutions to enable the Services to be carried out (including without limitation providing access to any property reasonably required by Infinit Solutions and carrying out Your obligations under condition 2.4) notwithstanding they are carried out prior to the entry into a Rental Agreement. You also expressly acknowledge and agree that you will be liable for payment in respect of such Services in the event condition 2.2, 2.4 or 2.9 applies or Infinit Solutions exercises its rights under condition 2.7. The Service Fee is calculated as an amount equal to the costs incurred by Infinit Solutions:

2.8.1 in purchasing the Equipment and associated licences in respect of which Infinit Solutions determines it is unlikely to be able to re-sell; and

2.8.2 in carrying out the Services. The costs for such Services will be calculated by reference to the time incurred by Infinit Solutions employees or contractors in carrying out the Services multiplied by Infinit Solutions standard rates for such services in force at the relevant time. Infinit Solutions agrees that notwithstanding the above in no circumstances will you be liable for a cancellation fee which exceeds a sum equal to the aggregate of three

(3) quarterly rental payments that would have been charged had You entered into the Rental Agreement.

2.9 If, after signing the Order Form you fail for any reason to enter into a Rental Agreement (other than where Your application for finance was not successful and you complied with Your obligations hereunder in relation to the making of such application) you will be liable to the Services Fee.

2.10 Any cancellation of this order for Equipment by Infinit Solutions in accordance with its terms shall be without prejudice to any other services that You have ordered from Infinit Solutions which shall remain in full force and effect in accordance with the applicable conditions and conditions for that service. For example, if You have also ordered network services, those services will continue notwithstanding termination of this order and nothing in this order will operate to give Infinit Solutions or You any rights to terminate those services beyond what is contained in the conditions and conditions for those services which You have signed up to.

2.11 Title to the Equipment shall remain in the ownership of the Funder at all times, unless You have entered into a Rental Agreement with Infinit Solutions in respect of the Equipment, in which case title to the Equipment shall remain in the ownership of Infinit Solutions at all times.

2.12 By signing the Order Form you warrant and represent that you are a body corporate and not an individual for the purposes of the Consumer Credit Act 1974.

2.13.1 Your organisation ("User"), You undertake to communicate effectively to every User a copy (either electronically or otherwise) of the latest version of Infinit Solutions Privacy Policy. This Privacy Policy describes Infinit Solutions use of personal data and not your organisation's access and use of User personal data for its own purposes.

2.13.2 Your organisation ("User"), You undertake to communicate effectively to every User a copy (either electronically or otherwise) of the latest version of Infinit Solutions Privacy Policy. This Privacy Policy describes Infinit Solutions use of personal data and not your organisation's access and use of User personal data for its own purposes.

2.13.3 You undertake to put in place and to effectively bring to the attention of Users internal policies and documentation which provide clear, intelligible and easily accessible information about the following:

(a) our role and responsibilities as an independent data controller in relation to Users' personal data collected and/ or processed through the Equipment, including a description of the circumstances where you may access, use and disclose such personal data and for which purposes

(b) Clear rules about the circumstances in which Users are allowed to make private use of the Equipment (if any), including details around the extent and the types of private use that are allowed or forbidden.

(c) Clear information about the nature and the extent to which Users' use of the Equipment is monitored by You and the specific purposes behind such monitoring.

2.14 IP Licence. You grant Infinit Solutions a perpetual, irrevocable, royalty-free, transferable, sublicensable, nonexclusive, worldwide license to copy, distribute, modify, combine, compile, create any derivative works based on, publicly display, and otherwise use User Data for Infinit Solutions own commercial purposes, including but not limited to marketing conducting research and advertising. 2.15 You shall not, without the prior written consent of Infinit Solutions, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these conditions. 2.16 Infinit Solutions may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these conditions.

### 2.17 Notices

2.17.1 Any notice or other communication given to Infinit Solutions by You under or in connection with these conditions shall be in writing, addressed to its registered office or such other address as Infinit Solutions may have specified to you in writing in accordance with condition 2.17.2, and shall be delivered by recorded delivery.

2.17.2 Any notice or other communication given to You by Infinit Solutions shall be given by any of the following methods (at Infinit Solutions discretion):

(a) in writing, addressed to Your registered office (if You are a Company) or Your principal place of business (in any other case) or such other address as You may have specified to Infinit Solutions in writing in accordance with clause 2.17.1;

(b) by facsimile to the relevant fax number as You may have notified to Infinit Solutions;

(c) by email to the relevant email address as You may have notified to Infinit Solutions.

2.17.3 A notice or other communication shall be deemed to have been received if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier or recorded delivery on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email by Infinit Solutions, one Business Day after transmission.

2.17.4 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

2.17.4 Subject to condition 2.17.1 and 2.17.2, both Infinit Solutions and You can sign notices or other communications via electronic signatures. You shall comply with any direct debit e-signature instructions provided to You by Infinit Solutions from time to time.

### 2.18 Severance

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

2.18.2 If any provision or part-provision of these conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

2.19 Waiver. A waiver of any right under these conditions or law is only effective if it is in writing (and in the case of Infinit Solutions signed by an officer of Infinit Solutions) and shall not be deemed to be a waiver of any subsequent breach or default.

No failure or delay by a party in exercising any right or remedy under these conditions or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

2.20 No partnership or agency. Nothing in these conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

2.21 Data Protection. You and Infinit Solutions will comply with each party's respective obligations under the General Data Protection Regulation 2016/679 (GDPR). Where one party transfers personal data (as defined in the GDPR) to another for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of these conditions; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area or to any subcontractor to ensure that it is adequately protected.

2.22 Applications for Finance and Credit Checks. By signing the Order Form you authorise Infinit Solutions to disclose any information or data concerning You (including any personal details) to finance companies (from whom You may be obtaining credit) and licensed credit reference agencies for the purpose of applications for finance and credit checks. Infinit Solutions, such finance companies and the credit reference agencies may retain such information or data and a record of the results of any credit check. You acknowledge that performing a credit check may affect Your credit rating.

2.23 Third parties. Infinit Solutions may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in Infinit Solutions Group, a person who is not a party to these conditions shall not have any rights to enforce its conditions.

2.24 Variation. Except as set out in these conditions, no variation of these conditions, including the introduction of any additional conditions shall be effective unless it is agreed in writing and signed by Infinit Solutions. Notwithstanding this Infinit Solutions may change these conditions at any time. Infinit Solutions will publish details of such changes on-line on Infinit Solutions Website at least two weeks before the change is to take effect

2.25 Governing law. These conditions and any disputes or claims arising out of or in connection with them or their subject matter or formation are governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or its subject matter or formation.

# MASTER SERVICE AGREEMENT - Incorporating Infinit Solutions limited Terms & Conditions, and Infinit Solutions limited Support & Software Licence Terms & Conditions

Full Terms and Conditions can be viewed on the Infinit Solutions limited website at <http://infinitolutions.co.uk/terms-conditions-1>

14.4 The Support Services, which are described in clauses 14 to 18 (inclusive) of these Terms, DO NOT include the support of any PSTN/Analogue element of the Service, which is provided by the Supplier via BT, the terms of which are set out in clause 1.

## 15. SUPPORT SERVICES

15.1 The Support Services shall further comprise:

15.1.1 a telephone helpline to provide first line fault support;

15.1.2 remote diagnosis and where possible, correction of faults using software management software;

15.1.3 second line onsite technical support;

15.1.4 upon receipt of a request from a Customer (which shall be made by telephone, email or via the Supplier's Website) the diagnosing by the Supplier of any fault reported in an item of Equipment; and

15.1.5 the Supplier using reasonable endeavours to carry out such repairs/replacement of parts or adjustment as the Supplier shall deem necessary to remedy the said fault.

15.2 Contact details for the Support Services are available on the Supplier's Website.

15.3 The standard Support Services are provided during Working Hours only. However if the Customer requires the provision of remote Support Services outside of Working Hours (which it shall request via the dedicated out of hours support telephone number on the Supplier's Website) such support may be provided by the Supplier at its option at its then standard rates (as varied from time to time) and subject to agreement with the Customer.

15.4 On-site support outside of Working Hours is not included in the standard Support Service. If additional on-site support is required outside of Working Hours it may be provided by the Supplier at its option at its then standard rates (as varied from time to time) and subject to agreement with the Customer.

15.5 The Supplier may from time to time provide Support Releases or updated versions of the Software.

15.6 Where a Non-Critical Fault is to be corrected in a forthcoming Support Release, then for a reasonable period before the issue of such Support Release, the Supplier may decline to provide assistance in respect of that Non-Critical Fault.

## 16. RESPONSE TIMES FOR SUPPORT SERVICES

16.1 Unless prevented by circumstances beyond the Supplier's control, the Supplier will use its reasonable endeavours to respond to the Customer's notification of a fault and commence remote work on fixing the same within:

16.1.1 8 Working Hours if the Equipment has failed completely; or

16.1.2 16 Working Hours if the Equipment has failed partially.

16.2 Response times shall commence from the date and time the Supplier receives a request from the Customer, provided the request is received within Working Hours (and if it is not, the request will be deemed to have been received when Working Hours commence at the start of the next Working Day).

## 17. EXCLUSIONS FROM SUPPORT SERVICE

17.1 The Supplier is not obliged to provide the Support Services where faults arise from the following (but it may do so at its option at then standard rates (as varied from time to time) and subject to agreement with the Customer):

(a) misuse, incorrect use of or damage to the Software, Services or Equipment from whatever cause (other than an act or omission by the Supplier), including failure or fluctuation of electrical power;

(b) failure to maintain the necessary environmental conditions for use of the Software, Services or Equipment;

(c) use of the Software in combination with any equipment or software not provided by the Supplier or approved by the Supplier or any fault in such equipment or software;

(d) relocation of the Software Services or Equipment by any person other than the Supplier or a person acting under the Supplier's instructions;

(e) any breach of the Customer's obligations under the Contract however arising or having the software maintained by a third party;

17.2 The Supplier is not obliged to provide the Support Services unless the Customer is using the most recent version of the Software.

17.3 The provision of the Support Services is subject to compliance by the Customer with the Fair Usage Policy. A failure on the part of the Customer to comply with the Fair Usage Policy may result in additional charges being levied by the Supplier as referred to in the Fair Usage Policy.

## 18. CHARGES FOR SUPPORT SERVICES

18.1 The charges for the Support Services are payable in advance at the intervals described in the Contract, unless PAYG options are exercised, in which case the Support Services will be invoiced within the following monthly invoice. In either event payment is due on presentation of an invoice by the Supplier and must be made by direct debit.

18.2 The provisions of clauses 4.2 to 4.4 (inclusive), 4.6 and 4.7 shall also apply to the charges for the Support Services for the avoidance of doubt.

18.3 The Supplier reserves the right to make a charge in accordance with its current rates if it is erroneously notified of an Equipment fault on more than two occasions in any calendar month.

## 19. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

19.1 References to liability in this condition 19 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

19.2 Neither party excludes or limits its liability to the other for:

19.2.1 death or personal injury resulting from its negligence;

19.2.2 fraud or fraudulent misrepresentation;

19.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

19.3 Subject to condition 19.2, the Supplier shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

19.3.1 any indirect, special or consequential loss; or

19.3.2 any of the following categories of loss:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of opportunity, agreements or contracts;

(d) loss of or damage to goodwill;

(e) loss of or damage to data.

19.3.3 any claim made against the Customer by a third party that does not follow a breach of these Terms by the Supplier;

19.3.4 loss or damage to the Customer caused by or arising from any act or omission of the Customer, the network provider, any public telephone operator, any other direct or indirect supplier to the Customer, or any other third party;

19.3.5 the imposition of legal or regulatory restrictions which prevent the Supplier from supplying the Services (including Support Services) or any Additional Services (or any part thereof);

19.4 Subject to clauses 19.2 & 19.3, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the lesser of:

19.4.1 the aggregate of all charges payable or paid by the Customer for the Services supplied (or to be supplied) in the 12 month period beginning on the Commencement Date or its anniversary in which the event giving rise to the claim occurs; or

19.4.2 £200,000.

19.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

19.6 This clause 19 shall survive termination of the Contract.

19.7 The Customer shall not sue the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or wilful misconduct of the Customer.

19.8 Subject to clauses 19.2 & 19.3, the Supplier shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise:

19.8.1 in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

19.8.2 if loss is suffered by the Customer because the Equipment fails to perform to its specifications and the failure is caused by fault in the service provided by the network provider;

19.8.3 in respect of any delay in the execution of any repair;

19.8.4 in respect of remedying defects in electricity or network supply to the Equipment, defects caused by failures or surges of electrical power, or failure of the Equipment due to changes in the electrical supply service or the public network.

19.9 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

19.10 Nothing in this clause 19 shall limit the Customer's payment obligations under the Contract.

19.11 The cap on the Supplier's liabilities shall be reduced by:

(a) payment of an uncapped liability; and

(b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

19.12 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## 20. THE CUSTOMER'S OBLIGATIONS

20.1 The Customer agrees that it will:-

20.1.1 pay the Supplier all amounts due under the Contract at the due times;

20.1.2 ensure that the Equipment is not, without prior approval from the Supplier moved at any time from the address at which it was originally installed, or altered, adjusted or interfered with in any way except by the Supplier's servants or agents. Alterations include the reprogramming of the Equipment to change network providers for the purpose of least cost routing;

20.1.3 provide the Supplier with full access to the Equipment and Software during the hours of the agreed service level to enable Support Services to be carried out;

20.1.4 pay the Supplier's charges for reprogramming the Equipment required as a result of an error by any person other than the Supplier's servants or agents;

20.1.5 not alter or extend the Equipment without prior consent of the Supplier (an additional charge may, at the Supplier's sole discretion, be applied to repair/replacement of altered Equipment);

20.1.6 provide the Supplier with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records.

## 21. ADDITIONAL EQUIPMENT

21.1 If at any time throughout the term of the Contract the Supplier agrees to provide the Customer with any additional equipment ("additional equipment") and/or services, then:

21.1.1 such additional equipment, Services and associated software will form part of the Equipment and Software for the purposes of this Contract; and

21.1.2 the service charge for the Support Services shall be increased by an amount equal to the agreed service charge for the Support Services as specified on the additional equipment purchase order in respect of the additional equipment such increase to be effective from the date on which the additional equipment is provided to the Customer.

## 22. FORCE MAJEURE

22.1 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond the reasonable control of the Supplier, including but not limited to failures or surges of electricity or power supply to the Supplier's premises or other external disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, not civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of subcontractors (Force Majeure Event).

22.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

## 23. DATA PROTECTION

For the purpose of this clause 23:

Data Protection Laws means all applicable data protection and privacy legislation from time to time in force to which a party is subject, including the Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act 2018).

Personal Data, Personal Data Breach, Data Subject, Data Controller, Data Processor and processed shall be construed according to clause 23.1. The Customer and the Supplier will comply with their respective obligations under Data Protection Laws. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Laws. This clause 23.2 Except where clause 23.4 applies, the Supplier shall be the Data Controller for any Personal Data it receives pursuant to the Contract.

23.3 Further information about how the Supplier collects, shares, processes and protects Personal Data can be found on the Supplier's current Privacy Policy, which can be found on the Supplier's Website. Where the Customer provides the Supplier with Personal Data about any other individuals, it will provide them with details of the Supplier's current Privacy Policy.

23.4 In respect of Personal Data received by the Supplier which is contained within call recording made or stored on behalf of the Customer, the Supplier will be the Data Controller and the Supplier will be the Data Processor and the Customer will be the Data Processor, and the following provisions of this clause 23.4 will apply.

23.4.1 Without prejudice to the generality of clause 23 the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes detailed in the Contract.

23.4.2 Without prejudice to the generality of clause 23 the Supplier will, in relation to any Customer Personal Data processed by it under the Contract:

(a) Process that Customer Personal Data only on the written instruction of the Customer, unless the Supplier is required by applicable law to process Customer Personal Data otherwise than in accordance with the Customer's written instructions. Where the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier will notify the Customer in writing before performing the processing unless the applicable law prohibits such notification on important grounds of public interest.

(b) Promptly inform the Customer if the Supplier believes any instruction given by the Customer is likely to infringe Data Protection Laws, and the Supplier will be entitled to suspend the relevant Services and/or Additional Services until the parties have agreed appropriate amended instructions which are not infringing.

(c) Ensure that it has in place appropriate technical and organizational measures to protect the Customer Personal Data against unauthorized or unlawful processing, loss, destruction or damage appropriate to the risk having regard to the state of technological development and the cost of implementing any measures.

(d) Ensure that all personnel who process Personal Customer Data are obliged to keep the Customer Personal Data confidential except where disclosure is required in accordance with applicable law.

(e) Notify the Customer without undue delay on becoming aware of a Personal Data Breach involving Customer Personal Data. If the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier will inform the Customer in writing before performing the processing.

(f) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.

(g) At the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the applicable Services and/or Additional Services unless required by applicable law to store the Customer Personal Data.

(h) On request provide to the Customer information to demonstrate its compliance with this clause 16 and allow for and/or consider reasonable audit requests (from a supervisor authority) subject to the Customer, giving the Supplier reasonable prior notice of such information requests or audits, keeping any information obtained or generated thereby strictly confidential (save for disclosure required by applicable law) and ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Supplier's business.

23.4.3 The Customer hereby provides its prior, general authorisation for the Supplier to appoint processors to process the Customer Personal Data provided the Supplier ensures that the terms of such appoints comply with Data Protection laws and are consistent with this clause 23. The Supplier will inform the Customer of any intended changes concerning the addition or replacement of the processor(s) and, thereby, giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot accept the Supplier's reliable estimate of the cost of the objection the objection is due to an actual or likely breach of Data Protection Law, the Customer will indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

23.4.4 The Customer hereby provides its prior, general authorisation for the Supplier to transfer Customer Personal Data outside of the UK provided that the Supplier will ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer will promptly comply with any reasonable request of the Supplier, including any request to enter into relevant standard data protection clauses.

23.4.5 Particulars of the processing:

(a) Purpose of processing: (the provision of call recording functionality and storage in accordance with the Contract).

(b) Nature of processing: (The collection, organisations, and hosting of call recordings).

(c) Duration of processing: (The duration of call recording collection and storage requested by the Customer under the Contract).

(d) Types of Personal Data: (Name, home addresses, email addresses, contact telephone numbers and any other Personal Data relevant to the provision of the call recording service).

(e) Categories of Data Subjects: (Personnel, customers, potential customer, suppliers and potential suppliers of the Customer and personnel of the Customer's customers, potential customers, suppliers and potential suppliers).

23.5 The Customer will indemnify the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (in each case whether or not arising from any investigation by or imposed by, a supervisor authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 23.

24. GENERAL

## 24.1 Assignment and other dealings

24.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or delegate in any manner any or all of its obligations under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party, or Group Company.

24.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

## 24.2 Notices

24.2.1 Any notice or other communication given to the Supplier by the Customer under or in connection with the Contract shall be in writing, addressed to its registered office or such other address as the Supplier may have specified to the Customer in writing in accordance with this clause 24.2, and shall be delivered by recorded delivery.

24.2.2 Any notice or other communication given to the Customer by the Supplier shall be given by any of the following methods (at the Supplier's discretion):

(a) in writing, addressed to the Customer's registered office (if it is a Company) or its principal place of business (in any other case) or such other address as the Customer may have specified to the Supplier in writing in accordance with this clause 24.2; or

(b) by email to the relevant email address as the Customer may have notified to the Supplier.

24.2.3 A notice or other communication shall be deemed to have been received if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial carrier or recorded delivery by a date and time that the courier's delivery receipt is signed; or if sent by email by the Supplier, one working Day after transmission.

24.2.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

24.2.5 Subject to clause 24.2.1 and 24.2.2, both the Supplier and the Customer can sign notices or other communications via electronic signatures. The Customer shall comply with any direct debit e-signature instructions provided to it by the Supplier from time to time.

## 24.3 Severance

24.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed valid and enforceable to the extent of the original provision or part-provision under this clause 24.3.2 Any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing (and in the case of the Supplier signed by an officer of the Supplier) and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy, shall prevent the exercise of that or any other right or remedy.

24.5 No partnership or joint venture. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

24.6 Third parties. The Supplier may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in the Supplier's Group, a person who is not a party to the Contract shall not have any rights to enforce its terms.

24.7 Variation. The Supplier shall provide adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to the Customer. The Customer may, following receipt of any such proposed modifications likely to be of material detriment, terminate or withdraw from the Contract without penalty upon written notice to the Supplier. These Terms may be varied by the Supplier if required to comply with any amended statute, regulation, or other applicable law. Subject only to the formal terms of this clause 24.7, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Supplier.

## 24.8 Complaints

Customer complaints will be dealt with in accordance with the Supplier's complaints code of practice available on the Supplier's Website.

## 24.9 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 24.9(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 24.9; and

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

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

24.10 Disputes. The Supplier will try to resolve any disputes with the Customer. However, if the parties cannot agree, and the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, Customer may refer the dispute to the Supplier's nominated alternative dispute resolution (ADR) service. Details of the ADR service nominated by the Supplier and how to refer a dispute to them are set out on the Supplier's Website.

24.11 Entire Agreement. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

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

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

# MASTER SERVICE AGREEMENT - Incorporating Infinit Solutions limited Terms & Conditions, and Infinit Solutions limited Support & Software Licence Terms & Conditions

Full Terms and Conditions can be viewed on the Infinit Solutions limited website at <http://infinitolutions.co.uk/terms-conditions-1>

## 1. DEFINITIONS

1.1 In these Terms:

Additional Services: means such additional services as are to be provided to the Customer by Infinit Solutions limited from time to time, such as Additional Call Recording Storage, Anti-Fraud Protection.

Commencement Date: means the commencement date of the Minimum Term, being the day upon which number porting completes for all relevant numbers (Port Date).

Contract: means the Master Service Agreement for the provision of the Services (including the Support Service) incorporating these Terms.

Customer: means the customer named in the Contract for whom the Supplier has agreed to provide the Services in accordance with these Terms.

Equipment: means the Equipment detailed in the Order Form and all internal cabling up to the network test termination point or other demarcation point.

Fair Usage Policy: means the Supplier's fair usage policy set out on the Supplier's Website.

Group: in relation to the Supplier, any company of it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off and the right to prevent unfair competition, designs, rights in drawings, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Introductory Offer: means any incentive, rebate or discount provided by Infinit Solutions Network Services as part of the sale.

Licence: means the Software licence granted under clause 12 of these Terms.

Licence Users: means the employees and agents of the Customer who use the Equipment and/or the Services

Minimum Term: means the minimum contract period applying to the Services as specified in the Master Service Agreement.

Microenterprise or Small Enterprise Customer: means a customer acting in the course of a business carried on by it, for whom not more than 1 individual works (whether as employees or volunteers or otherwise).

Non-Critical Fault: means any reproducible fault in the Software other than a fault which substantially hinders or prevents the Customer from using the Software for the full intended purpose of the Software.

Not-For-Profit Customer: means a Customer for whom no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment (a) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and (b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes). Number Porting: is the process of moving a telephone number from one communications provider (CP) to another in order to provide the Service(s).

Order: the Contract issued by the Supplier to the Customer setting out the Services to be provided (including any Support Service), and the applicable charges.

Service: the telecommunications service detailed in these Terms and the Contract, and any documents attached to or referred to in these Terms, to be provided by the Customer, including as applicable, telephone lines, broadband, and or SIP services to route or carry calls, and or data traffic.

Software: means the Supplier's proprietary software, operating systems, features, and applications contained on the Equipment or in the cloud and used on the Equipment and in respect of the Services and all subsequent amendments and updates to, or new versions of, such Software as may be provided pursuant to these Terms.

Support Services: means the support services described in clauses 14 to 18 (inclusive) below.

Subsidiary: in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such a holding company.

Supplier: Infinit Solutions limited, being a company registered in England and Wales with company number 14605186 and whose registered address is 2 The Southra, Dinas Powys, Wales, CF64 4DN.

Supplier's Website: [www.infinitolutions.co.uk](http://www.infinitolutions.co.uk) Terms: means these terms and conditions.

Third Party Licence: means any open-source software licences relating to the Software, including the general public licence (if applicable), and any proprietary third-party software licences.

Working Day: means any day apart from Saturday, Sunday or any public holidays in England.

Working Hours: measures the hours between 9.00am and 5.00pm on any Working Day. Headings are for convenience only and do not affect interpretation.

## 2. SUPPLY OF THE SERVICE

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

2.2 The Supplier cannot guarantee and does not warrant that the Service(s) will be free of interruptions or will be fault free, and the Supplier will not be held liable for any loss or damages should the Services be interrupted from time to time. The Customer accepts that there may also be degradation in the quality of the Services from time to time and subject always to clause 19.1 below, the Supplier will not be liable for any loss or damages should the quality of the Services provided be affected by such Matters.

2.3 During the Minimum Term, and any extended term thereafter, the Supplier may also supply Additional Services either as defined above, or as otherwise agreed between the Supplier and the Customer. Where Additional Services are agreed to be provided, references to Services in these Terms include such Additional Services.

2.4 Call Recording functionality is included as part of the Services and recordings are stored free of charge for 6 months. The Customer can alter the period for which call recordings are stored at any time using their call recording portal. Call storage exceeding the free 6-month allowance (Additional Call Recording Storage) will incur additional storage charges. Call recordings will be deleted after 6 months if additional storage is not requested and paid for.

2.5 The Customer shall be responsible for the cost of all calls made, and recorded by the Supplier as having been made, in respect of the Services provided. Save only to the extent expressly agreed pursuant to any Anti-Fraud Protection Additional Service, the Supplier may agree to provide, the Supplier shall not be held liable for any and all costs associated with the Customer's use of the Services, including any costs associated with the Customer's own equipment.

2.6 The Customer agrees to take all reasonable steps to prevent any such fraudulent calls. These steps must include, but are not limited to, adopting any security measures notified to it by, or recommended by, the Supplier from time, and adopting all reasonable security measures within their telephone systems (including without limitation keeping any passwords robust and confidential). Non-compliance may result in exclusion of any Anti-Fraud Protection Additional Service offered by the Supplier. Notwithstanding the foregoing, the Supplier reserves, the right to take such actions as it deems reasonably necessary to prevent any fraudulent actions of which it may become aware, including without limitation by limiting access to international calls, to certain lines or to other telecommunications systems.

2.7 The Customer shall not engage in any fraudulent or improper use of the Services, or any use that would breach the Supplier's Fair Usage Policy or any applicable Ofcom terms, and the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer or any third party arising directly or indirectly from the Customer's breach of this clause 2.6.

2.7 Where the Services comprise a VoIP (Voice over Internet Protocol) telephony service:

2.7.1 The Customer should note that their ability to call emergency organisations (i.e. police, fire, ambulance or coastguard services) may cease if there is a power cut or power failure, or a failure of the internet connection on which the VoIP service relies;

2.7.2 where the VoIP telephony service is to be used principally at a single fixed location, the Customer is advised to register with the supplier the address of the place where the service is to be used prior to its activation, and update that address information if there is any change;

2.7.3 where the VoIP telephony service is to be accessed from multiple locations, the Customer is advised to register and update the location information associated with it, whenever accessing the VoIP telephony service from a new location.

2.7.4 The Suppliers HiHi VoIP system will only operate whilst the SIP numbers/SIP trunks provided pursuant to the Services are hosted on the Supplier's network. Should the SIP numbers/SIP trunks be moved to another telecoms provider at the Customer's request, the Supplier's HiHi VoIP system will no longer operate. However, in these circumstances the Customer will remain liable for the remainder of the equipment leasing term (which itself is a reflection of the separate leasing arrangement funding the provision of the equipment).

## 3. PRICE OF THE SERVICE

3.1 The price of the Services shall be the relevant price at the time the Service is in use as stated in the costs calculator provided by the Customer with the Order, and which may be signed by the Customer to indicate their agreement to it for as otherwise agreed, and calculated using the details recorded by the Supplier, but subject always to the remaining provisions of these Terms.

Terms. For the avoidance of doubt, continued use of the Services shall be deemed acceptance of the costs calculator provided to the Customer with the Order.

3.2 Additional Services will be charged at the Supplier's applicable rates as at the point of supply, which the Customer will be notified of in advance via a durable medium.

3.3 Any applicable value added tax, or other taxes or duties, are payable by the Customer in addition to the price of the Services payable under these Terms.

3.4 The Supplier reserves the right to increase the charges for the Services (including for the avoidance of doubt any Support Services) on an annual basis, subject to 1st April of each year in line with the percentage increase in Retail Prices Index in the preceding 12-month period for which figures have been made available by the Office for National Statistics (or since the last such price increase, if longer).

3.5 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, the Customer may, following receipt of any proposed increase in the charges for the Services during the Minimum Term (other than any VAT or other tax increase, or where the price increase was set out in the original Order for the Services) terminate or withdraw from the Contract without penalty upon written notice to the Supplier.

## 4. TERMS OF PAYMENT

4.1 Billing for the Service(s) will commence from the first day of the month following the porting of the Service(s) and shall continue, unless terminated earlier in accordance with clause 7, for the Minimum Term.

4.2 The Supplier will invoice the Customer for sums due at monthly intervals.

4.3 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.

4.4 Invoices will be sent to the Customer via email. A relevant email address must be provided for billing purposes.

4.5 The Customer may also view its invoices online at the Supplier's Website: <http://www.infinitolutions.co.uk>

4.6 The Customer agrees to pay all charges for the Services whether the Service is used by the Customer or someone else, and upon receipt of the Supplier's invoice.

4.7 A late payment fee will be added to future invoices in the instance that a direct debit has failed/cancelled by the Customer.

4.8 Sums due and the Services be suspended due to non-payment a charge may be applied to reinstate the Services (details of charges can be found at <http://www.infinitolutions.co.uk>)

4.9 If the Customer fails to make any payment due to the Supplier by the due date, then, without limiting the Supplier's other remedies, the Customer shall pay costs and interest on the overdue amount at the applicable Bank of England base rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

## 5. CUSTOMER OBLIGATIONS

5.1 The Customer will allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, and reasonable access to information and assistance from the Customers employees.

## 6. SWITCHING

6.1 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, and a migration of Fixed-line Telecommunications Services and/or DSL Broadband Services takes place within Openreach or KCOM's Access Network, the Customer has a right to cancel the Contract at no cost (other than any charges in respect of the transfer that are passed to the Supplier by BT/Openreach or KCOM, and any surveyors' or other costs incurred in relation to the transfer at the Customer's request) from the point of sale to the completion of the Transfer Period (i.e. the period of 1 Working Days starting after the Working Day on which Openreach notify the Customer's previous provider that the order will be activated).

6.2 Subject to clause 6.1 above, in the event the Customer decides prior to the Connection Date that it does not wish to proceed with the connection, the Customer may cancel the Contract and the Supplier shall automatically continue at the end of the Minimum Term (such extension being the Extended Term), unless a party gives to the other party not less than 3 days' written notice at any time to terminate the Contract.

6.3 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, the Minimum Term shall not be more than 24 months for the relevant Services.

6.4 This Contract may be terminated by the Supplier with immediate effect:

(a) a payment due by the Customer under this Contract is overdue and remains overdue more than 14 days after notice by the Supplier requiring payment of the overdue amount.

(b) the Customer is in breach of any other provision of this Contract or any other contract that the Customer has in place with the Supplier, or any third-party funder of goods or services provided by the Supplier, and if the breach is capable of remedy does not remedy the breach within 14 days of the Supplier's notice of such breach;

(c) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Taxes Act 2010) that has not been pre-agreed by the Supplier and the Customer;

(d) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being a sole trader or firm) becomes bankrupt or (being a limited company) goes into liquidation, or an encumbrancer, takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly.

6.5 On termination of the Contract for any reason:

6.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices plus applicable interest (calculated in accordance with clause 4.9) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

6.5.2 if the Contract is terminated by either party at any point during which an Introductory Offer exists, or the direct debit mandate is cancelled for any reason, the Customer agrees to give up any further entitlement to the offer that they will no longer be entitled to receive, and the Supplier shall not be obliged to provide the offer;

6.5.3 the Customer shall immediately pay the charges in respect of the remainder of the Minimum Term. The charges will be calculated based upon an average of the last 3 full months' billing for the Services (but not for any Support Services element of the billing), multiplied by the number of months remaining within the Minimum Term, which the Customer agrees represents a genuine estimate of the loss suffered as a result of the breach or termination. Such amount shall never exceed an amount equal to the charges for the remainder of the Minimum Term;

6.5.4 the Customer shall immediately pay to the Supplier any amounts due to the Supplier for the remainder of the Minimum Term;

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