

NETWORK LINE RENTAL TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In these terms and conditions, the following definitions apply:

1.2 **BT** means BT Group Plc and its group companies and affiliate companies from time to time.

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

1.4 **Charges** means the charges payable by the Customer for the Services, as specified in the Commercial Terms and subject to variation from time to time in accordance with these terms and conditions. A "**Charge**" is the charge payable for a single component of the Services.

1.5 **Commercial Terms** means the cover sheet to these terms and conditions titled 'Network Line Rental' which sets out the commercial terms of the Network Line Rental Agreement.

1.6 **Customer** means the customer named in the Commercial Terms.

1.7 **Customer Equipment** means equipment owned or controlled by the Customer which is not Third Party Equipment.

1.8 **Extended Term** has the meaning given in clause 2.3.

1.9 **Minimum Term** means the minimum term of the Network Line Rental Agreement, as specified in the Commercial Terms. The Minimum Term commences as each of the Services commence.

1.10 **Mtech** means Mtech Communications Limited, a company incorporated and registered in England and Wales with company number 11194386 whose registered office is at Hello House, 135 Somerford Road, Christchurch, BH23 3PY.

1.11 **Network Line Rental Agreement** means the contract between Mtech and the Customer for the supply of the Services in accordance with these terms and conditions and the Commercial Terms.

1.12 **Premises** means the place(s) at which Mtech agrees to provide the Services.

1.13 **Previously Paid Termination Charges** means the early termination charges paid by Mtech on behalf of the Customer to the Customer's previous provider(s) of (as applicable) network line rental, broadband, Session Initiation Protocol (SIP) services and/or cloud services, at any time before or after the effective date of the Network Line Rental Agreement.

1.14 **Services** means all of the service components listed in the Commercial Terms, which may include network line rental, broadband, SIP services and cloud services, and Support Services. The service components are more particularly described in clause 3.

1.15 **Services Failure** has the meaning given to it in clause 4.1.

1.16 **Support Services** means the services provided by Mtech under clause 4 of these terms and conditions.

1.17 **Third Party Provider** means, according to the context, the third party provider(s) of the underlying infrastructure for the Services or a component of the Services.

1.18 **Third Party Equipment** means equipment owned or provided by a Third Party Provider or any person other than Mtech.

1.19 **Toll Fraud**: any interference or access to the Customer's private automated branch exchange (PABX) phone system or the Customer's telephone lines and/or the making of calls by any third party utilising the Customer's telephone lines whether fraudulent or otherwise. For the avoidance of doubt, fraudulent activity includes but is not limited to: (i) calls made from the Customer's private branch exchange (PBX) without their knowledge; (ii) calls made utilising the Customer's authentication details; and (iii) calls made from an authenticated IP address belonging to the Customer.

2 BASIS OF CONTRACT AND TERM

2.1 The Commercial Terms are a quotation by Mtech to provide the Services in accordance with these terms and conditions. Within 20 Business Days of its issue, the Customer can accept the quotation by signing and returning the Commercial Terms to Mtech, at which point the Network Line Rental Agreement will come into effect. The Customer cannot accept the quotation after 20 Business Days from its date of issue without Mtech's express prior written agreement.

2.2 Subject to the remaining sections of these terms and conditions and in consideration for the Customer paying the Charges, Mtech will make reasonable endeavours to provide the Services as soon as it is able to, accounting for the fact that one or more Services cannot commence until:

- (a) the relevant Third Party Provider has connected the underlying services;
- (b) the Customer's previous service provider has migrated the provision of the Services to Mtech; and
- (c) the requisite equipment has been installed and correctly configured.

2.3 Subject to clause 2.4 below, the Network Line Rental Agreement shall continue, unless terminated earlier in accordance with these terms and conditions, until the end of the Minimum Term at which point the Network Line Rental Agreement shall automatically extend for successive periods of 24 months (each an "**Extended Term**"). If either party gives written notice to the other

no later than 90 days before the end of (as applicable) the Minimum Term or current Extended Term then the Network Line Rental Agreement will terminate at the end of (as applicable) the Minimum Term or the current Extended Term. Alternatively, either party may terminate the individual components of the Services, as listed in clause 3.3, in the same manner pursuant to clause 11.2.

2.4 In the event the Customer has ten or fewer employees, clause 2.3 shall not apply and instead the Network Line Rental Agreement shall continue, unless terminated earlier in accordance with these terms and conditions, until either party gives 90 days' written notice to the other party to terminate the Network Line Rental Agreement, such notice to take effect at any time after the Minimum Term. Alternatively, either party may terminate the individual components of the Services, as listed in clause 3.3, in the same manner pursuant to clause 11.2

2.5 When the Network Line Rental Agreement renews for an Extended Term in accordance with clause 2.3, these terms and conditions shall be deemed to have been replaced by Mtech's latest terms and conditions (published at <https://mtechcomms.co.uk/terms-and-conditions>) with effect from the start of that Extended Term.

2.6 These terms and conditions (which incorporate the Commercial Terms) apply to the Network Line Rental Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, terms referenced on the Customer's purchase orders shall have no legal effect.

2.7 If Mtech has agreed to pay the Customer's early termination charges for its previous provider(s) of the Services, Mtech will only pay such amounts that are notified to it no later than 12 months from the commencement date of the relevant Service(s).

3 SERVICES

3.1 The Commercial Terms specify which components of the Services the Customer will receive.

3.2 Mtech will provide the Services, or procure the provision of the Services for the benefit of the Customer, materially in accordance with these terms and conditions.

3.3 Unless stated to the contrary in the Commercial Terms, the specifications for the components of the Services are as follows:

(a) **Line rental:** The provision of the agreed number of UK telephone numbers, each with the facility to make or receive calls from the Premises, plus any related services stipulated in the Commercial Terms, but excluding the supply of hardware (e.g. telephone handsets) and other equipment.

(b) **Broadband:** The provision of a broadband access line specified in the Commercial Terms that will provide

internet connectivity to the Premises, excluding the supply of hardware (e.g. routers). Including (as applicable) DSL/ADSL, fibre, cable, satellite, wireless, and leased lines internet connectivity.

(c) **SIP services:** The provision of Session Initiation Protocol SIP trunking (to make outgoing and take incoming calls via the broadband for the phone system installed onsite) and all other SIP services specified in the Commercial Terms.

(d) **Cloud services:** The provision of the cloud services specified in the Commercial Terms, including the provision of multiple hosted lines to make outgoing and take incoming calls via the broadband for the phone system which is based onsite, whereby the equipment is controlled by a central system based off-site in a data centre/cloud.

(e) **Support Services:** As set out in clause 4 below.

3.4 Mtech reserves the right to make changes to the Services without notice to the Customer which are necessary to comply with any applicable law or safety requirements, or which otherwise do not materially affect the nature or quality of the Services.

3.5 Without prejudice to clause 3.2, Mtech does not give any warranties regarding the availability of the Services or the suitability of the Services for the Customer's requirements. Unless expressly stated to the contrary in these terms and conditions, all warranties, conditions or other terms (whether express or implied) as to the quality or performance of the Services, or their fitness for any particular purpose, are hereby excluded to the fullest extent permitted by law.

Line rental specific terms

3.6 From time to time the Third Party Provider may change the codes or the telephone numbers allocated to the Customer or may otherwise interrupt the Services for operational reasons. Should this occur then all Charges hereunder remain payable and Mtech shall not be deemed to have breached these terms.

3.7 The line rental component of the Services includes the provision of a UK telephone number which BT will list, along with the Customer's details, in its phone books and directories services. The Customer may contact Mtech in relation to changing its directory listing preferences. A notice period may apply for changes to take effect.

3.8 All telephone numbers remain the property of Mtech. The Customer may not sell or transfer such numbers to any other person or entity.

3.9 On request, Mtech will arrange to divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice for the duration of the telephone Services being unavailable. Once the Services failure has been remedied, Mtech will cancel the Customer's call diversion. The number chosen by the Customer for the call diversion service must be a UK number and is subject to the approval of the Third

Party Provider. Freephone telephone numbers such as 0800 and 0870 will not be accepted. In the event that the call diversion telephone number selected by the Customer is a mobile telephone number then all additional costs for making the call will be payable by the Customer.

3.10 At the Customer's request, Mtech may agree to provide a 'fraud monitor' service as part of the Services. This is not a fraud prevention system and does not prevent unauthorised access to the Customer Equipment. Rather, it monitors for potentially fraudulent activity originating from the Customer's phone lines and suspends the affected phone line(s) if suspected fraud is detected (per clause 10.1(b) below). Mtech gives no warranties regarding the effectiveness of the fraud monitor service; it is provided as-is.

3.11 It is the sole responsibility of the Customer to set up and maintain its own security measures and Mtech accepts no liability whatsoever for any losses or costs incurred as a result of a breach of security affecting the Customer's network unless Mtech has been at fault.

Broadband specific terms

3.12 Estimated broadband speeds supplied to the Customer by Mtech are calculated by the Third Party Provider. Mtech is simply passing on the information provided by the Third Party Provider and accepts no responsibility itself for the accuracy of the estimates. Mtech gives no warranty that the speeds actually obtained by the Customer will reflect the estimated speeds.

SIP services specific terms

3.13 [Not in use]

Cloud services specific terms

3.14 [Not in use]

4 SUPPORT SERVICES

4.1 In this clause "**Services Failure**" means the failure of the Services to perform in accordance with the Commercial Terms and clause 3, which may include:

- (a) the inability to make any call owing to a network issue;
- (b) a lack of internet connectivity; or
- (c) unavailability of the SIP services or cloud services.

4.2 The Customer shall promptly report all Services Failures to Mtech by email to support@mtechcomms.co.uk or by telephone to 0333 323 3888. The Customer shall include in its report reasonably detailed particulars of the nature of the fault.

4.3 Subject to the exclusions in clause 4.4, Mtech shall:

- (a) use commercially reasonable endeavours to rectify, or procure the rectification of, the Services Failure without undue delay to the extent that it is not attributable to a hardware fault;

(b) where applicable, facilitate the making of an appointment for the Third Party Provider to attend the Premises to investigate/rectify the issue; and

(c) if the issue is attributable to a hardware fault, notify the Customer of that fact and, if the Customer has entered into a separate contract for hardware maintenance services with Mtech, advise whether the hardware fault is covered by the terms of that separate contract.

4.4 Mtech's obligations under clause 4.3 do not apply in circumstances where:

(a) the Customer has failed to provide the information required under clause 4.2;

(b) the Services Failure is caused by any third party other than a Third Party Provider (including if it results from faults with, or the improper use or installation of, the Customer Equipment);

(c) a Third Party Provider is refused reasonable access to the Premises by the Customer or is not afforded the Customer's reasonable assistance; or

(d) the Customer is in breach of the Network Line Rental Agreement.

4.5 In the event it is not possible to rectify a Services Failure by the time period referred to in 4.3(a), the Customer may elect to use call diversion (as described in clause 3.9 above). This service will only be made available to the Customer if it is reasonably practicable to do so, and the Customer acknowledges that technical restrictions may prevent Mtech/BT from providing this service.

4.6 Mtech shall not be liable for any third party costs or expenses incurred by the Customer Services if it makes use of another service provider during periods of Services being unavailable.

4.7 The Customer may be charged for any maintenance or repair work carried out in the event that the Customer reports a Services Failure and Mtech finds that no Services Failure exists, or that the Customer has caused the Services Failure.

5 CUSTOMER'S OBLIGATIONS

5.1 The Customer agrees and undertakes:

(a) to obtain, and to maintain for the duration of the Network Line Rental Agreement, all necessary licenses, permissions, consents, registrations and approvals (including wayleave agreements) which may be required to lawfully receive the Services;

(b) to co-operate with Mtech in all matters relating to the Services and to provide Mtech with such assistance and information as Mtech reasonably requests from time to time;

(c) to prepare and give access to the Premises according to the reasonable instructions issued by (as applicable) Mtech and/or the Third Party Provider and to ensure that the Premises comprise a safe working environment for Mtech and the Third Party Provider's staff;

- (d) to provide, at its own cost and expense, a suitable location and appropriate conditions for Third Party Equipment including, where necessary, a continuous mains electricity supply and connection points;
 - (e) to comply with Mtech's Fair Usage Policy (as it may be updated by Mtech from time to time). A copy of the Fair Usage Policy will be supplied to the Customer at the outset of the Network Line Rental Agreement and further copies are available on request;
 - (f) to use the Services in accordance with such conditions as the Third Party Provider specifies from time to time;
 - (g) not to use the Services for a purpose other than that for which the Services are provided;
 - (h) not to use the Services or perform its obligations under the Network Line Rental Agreement in a way that would be unlawful;
 - (i) not to use the Services, or permit the Services to be used, for the transmission of any material which is intended to be defamatory, offensive, abusive, menacing in character or otherwise unlawful or immoral;
 - (j) that it is the Customer's sole responsibility to secure access to the Services and connected hardware by implementing measures which may include (but shall not be limited to):
 - (i) the implementation of firewalls or a private branch exchange (PBX);
 - (ii) appropriate data access management rules and procedures, including in relation to the protection of login credentials; and
 - (iii) in case of a suspected or known security breach, by resetting passwords, requesting that affected accounts be disabled by and reporting the incident to Mtech and the police;
 - (k) to maintain its telecommunications apparatus at all times in good working order in conformation with the relevant standards;
 - (l) that following completion of any work carried out by a Third Party Provider, the Customer is solely responsible for returning all items of equipment back to their original position and for any making-good which is required as a result of the work;
 - (m) comply with Mtech's and the Third Party Providers' reasonable safety and security requirements;
 - (n) to be solely liable for any costs arising as a result of Toll Fraud; and
 - (o) in the event the Network Line Rental Agreement includes broadband services, obtain and install at its own cost such equipment as Mtech advises is required for the utilisation of the broadband services.
- 5.2 Should Mtech or a Third Party Provider be required to cross any land belonging to any party other than the Customer or to put Third Party Equipment on any property which does not belong to the Customer (for example a neighbour or a landlord), the Customer will obtain the prior written permission of such party and will provide a copy to Mtech and the Third Party Provider on request.
- 5.3 The Customer shall consider obtaining professional security advice with regard to its private branch exchange (PBX), trunking and securing its networks. The Customer accepts that Mtech does not provide such services.
- 5.4 Where the Customer wishes to connect Customer Equipment to a Third Party Provider's network other than by using a BT main telephone socket, the Customer must obtain BT's prior permission and such Customer Equipment must:
- (a) be technically compatible with BT's then-current standards (available from BT on request);
 - (b) not harm BT's network or equipment or the equipment of Mtech's or Mtech's other customers; and
 - (c) be used for its intended purpose in accordance with the manufacturer's instructions and any additional instructions received from Mtech or BT.
- 6 CHARGES**
- 6.1 The Customer agrees to pay the Charges in accordance with these terms and conditions and the Commercial Terms.
- 6.2 The amount of the Charges is set out in the Commercial Terms and may be amended by mutual agreement of the parties in writing or by operation of these terms and conditions.
- 6.3 Additional call charges apply to calls made to some numbers and such charges are set out in Mtech's then-current tariff sheet which is available on request. Mtech may amend its tariff sheets from time to time by giving the Customer notice in writing.
- 6.4 Subject to clause 6.5, Mtech may increase the Charges payable under these terms and conditions on 30 days' notice, subject to the following restrictions:
- (a) Mtech may not increase any of the Charges within the first 12 months of the Network Line Rental Agreement (calculated from when the contract is entered into); and
 - (b) Mtech may not increase any single Charge by more than 5% over a 12 month period and no single Charge may be increased more than once in any 12 month period.
- 6.5 The restrictions in clause 6.4 do not apply if and to the extent that Mtech increases the Charges solely to pass on a Third Party Provider's price increase which affect the Services.
- 6.6 The Customer is liable to pay for all fraudulent activity made from the Customer's network.
- 7 PAYMENT**
- 7.1 Mtech shall invoice the Customer:

- (a) Monthly in arrears for the Call Charges; and
- (b) Except as set out in clause 7.7, monthly in advance for the Charges relating to the line rental, broadband and any other additional monthly charges.
- 7.2 If the Services (or any part of them) commence partway through Mtech's monthly billing cycle then the first set of Charges will include a pro rata charge for the remainder of the current month, plus the next month's monthly charge.
- 7.3 Payment of Mtech's invoice is due no later than 14 days from the date of the invoice.
- 7.4 Payment must be made by Direct Debit unless Mtech has expressly agreed in writing to accept payment by another method. Mtech reserves the right to charge its then-current admin fee (available on request) as a condition of accepting payment other than by direct debit.
- 7.5 All Charges must be paid in full in pounds sterling without deduction, set off or withholding. If accepted by Mtech, payments by BACS must be in cleared funds.
- 7.6 Mtech reserves the right to amend the date and frequency of its invoices upon 60 days' written notice to the Customer.
- 7.7 Mtech reserves the right to submit ad hoc invoices, in advance of supply, for products or services not included within the recurring Charges under these terms and conditions (for example, the provision of a temporary 4G card, dongle or workaround for short-term internet connectivity). Such invoices are payable immediately on demand.
- 7.8 All invoices will be submitted via email to the invoicing email address of the Customer set out in the Commercial Terms. The Customer may amend its invoicing address by giving Mtech 60 days' prior written notice.
- 7.9 Value added tax (VAT) is payable in addition to all charges levied by Mtech unless otherwise specified.
- 7.10 Mtech reserves the right to withhold or withdraw discounts on invoices that are not paid in accordance with this clause 7.
- 7.11 If the Customer fails to pay any amount due under these terms and conditions then Mtech reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time. Interest is payable when the overdue sum becomes payable until it is paid.
- 7.12 Mtech reserves the right to vary the Customer's payment terms upon 14 days' notice in writing if:
- (a) the Customer fails to pay any of Mtech's invoices in accordance with these terms and conditions; or
- (b) Mtech reasonably determines that the Customer is at risk of failing to pay Mtech's invoices on time due to a deterioration or anticipated deterioration of its financial position.
- 7.13 Mtech reserves the right to charge its then-current administration fee if the Customer has cancelled its Direct Debit instruction or has insufficient funds in its bank account on the direct debit due date.
- 7.14 The Customer agrees that any dispute relating to an invoice (including the calculation of any amounts payable) must be notified to Mtech within six months of the date of the invoice and the Customer shall not be entitled to any credit or refund relating to disputes raised after the expiration of that period.
- 8 **LIABILITY**
- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with the Network Line Rental Agreement, including but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in these terms and conditions limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3 Subject to clause 8.2, the following types of loss are wholly excluded:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill;
- (g) indirect or consequential loss; and
- (h) losses arising from breaches of the Customer's security systems which are not attributable to Mtech's negligence or breach of duty.
- 8.4 Subject to clauses 8.2 and 8.3, Mtech's total liability to the Customer shall not exceed the greater of:
- (a) the Charges which would be payable in the 12 months following the commencement of the first of the Services; and
- (b) the Charges paid by the Customer in the 36 months prior to the breach or the first breach of a series of connected breaches.
- 8.5 Subject to clauses 8.2, Mtech shall not be liable to the Customer for any breach of, or delay in, performing Mtech's obligations under the Network Line Rental Agreement which results from the Customer's breach of its obligations under these terms and conditions.

9 **FORCE MAJEURE**

9.1 Neither party shall be in breach of the Network Line Rental Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances:

- (a) the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed; and
- (b) if the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 28 days' written notice to the affected party.

10 **SUSPENSION**

10.1 Mtech may without liability to the Customer and without affecting its other rights and remedies: (a) suspend all or any of the Services; and/or (b) suspend any other services provided to the Customer by Mtech (whether under the Network Line Rental Agreement or otherwise) if:

- (a) the Customer materially breaches any of these terms and conditions (including but not limited to a failure to pay any charges when due);
- (b) Mtech's 'fraud monitor' service detects potentially fraudulent activity originating from the Customer's telephone numbers;
- (c) the Customer becomes subject to any of the circumstances set out in clause 11.6(c) to clause 11.6(m) (inclusive); or
- (d) the relevant system(s) need to be suspended to facilitate the maintenance, repair or upgrade of any of Mtech's systems and/or services (provided Mtech shall use reasonable endeavours to give as much advance notice to the Customer as is reasonably practicable in the circumstances and to avoid suspending the Services during normal business hours);
- (e) Mtech is dealing with an actual or suspected security breach, virus, or attack whereby Mtech cannot reasonably address that threat without suspending the Services (or parts thereof) and in which case Mtech shall endeavour to minimise the interruption to the Customer;
- (f) it is necessary because of an emergency or because Mtech has a legal obligation to do so; or
- (g) the Services depend on a Third Party Provider and that Third Party Provider has suspended its services.

10.2 If Mtech suspends the Services under clause 10.1 then the Customer shall nevertheless remain liable to pay the Charges.

10.3 If Mtech suspends the Services under clause 10.1 on the basis that the Customer has not paid an Mtech

invoice on time then Mtech shall notify the Customer of that fact in writing.

10.4 Mtech reserves the right to charge an administrative charge for resuming the Services following a period of suspension due to the causes set out in clauses 10.1(a) to 10.1(c) (inclusive). Reconnection of analogue lines is charged at £120 per line, reconnection of ISDN lines is charged at £250 per pair and the connection of other Services is charged at £50. All amounts are exclusive of VAT.

11 **TERMINATION**

11.1 **Termination without cause**

11.2 Either party may terminate the Network Line Rental Agreement, or any one or more components of the Services listed in clause 3.3 whereby the remaining Service component(s) continue, without cause in accordance with (as applicable) clause 2.3 or clause 2.4.

11.3 The Customer may additionally terminate the Network Line Rental Agreement (or any one or more components of the Services listed in clause 3.3 ("**Cancelled Services**")) at any time prior to the expiration of the Minimum Term or current Extended Term by giving Mtech notice in writing. Termination takes effect, and is conditional upon, the Customer having paid Mtech in full on demand:

- (a) all Previously Paid Termination Charges (or in the case of Cancelled Services, all Previously Paid Termination Charges relating to those Cancelled Services) and the value of all discounts offered by Mtech, plus any rebates paid by Mtech to the Customer (or in the case of Cancelled Services, all such discounts and rebates relating to those Cancelled Services), plus the amount of any credit paid by Mtech to the Customer;
- (b) all Charges incurred up to date of termination plus any charges imposed by Third Party Providers as a result of termination;
- (c) an early termination fee equal to the remaining Charges (or, if applicable, Charges relating to the Cancelled Services) that would fall due from the date of termination until the expiry of (as applicable) the Minimum Term or current Extended Term;
- (d) if terminating the line rental Services, an additional early termination fee equal to: the average aggregate monthly call Charges for line rental, broadband and all other Service components in the three months preceding the Customer's notice multiplied by the number of months remaining in the current Minimum Term or Extended Term; and
- (e) if Mtech waived any of the above charges when the Customer previously cancelled one or more components of the Services listed in clause 3.3, all such previously-waived amounts shall be payable in full.

- 11.4 Mtech may additionally terminate the Network Line Rental Agreement at any time by giving 30 days' written notice to the Customer.
- 11.5 **Termination for cause**
- 11.6 Without affecting any other right or remedy available to it, either party may terminate the Network Line Rental Agreement by giving 14 days' written notice if:
- (a) the other party fails to pay any amount due under the Network Line Rental Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of the Network Line Rental Agreement and (if such breach is remediable) fails to remedy that breach within a period of: (in respect of the Customer's breach) 30 days or (in respect of Mtech's breach) 60 days after being notified in writing to do so;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986; or (being a partnership) has any partner to whom any of the foregoing apply;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - (j) the other party (being an individual) is the subject of a bankruptcy petition, application or order;
 - (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.6(c) to clause 11.6(k) (inclusive);
 - (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 11.7 Mtech may additionally terminate the Network Line Rental Agreement immediately upon notice if:
- (a) Mtech determines that any information provided by the Customer is false or misleading; or
 - (b) for any reason, the Third Party Provider ceases to provide the underlying services necessary for Mtech to continue providing the Services in accordance with these terms and conditions.
- 11.8 Mtech may additionally terminate any or all of the contracts between it and the Customer upon written notice in the event that the Customer fails to pay any amount due under the Network Line Rental Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 12 **CONSEQUENCES OF TERMINATION**
- 12.1 Following termination of the Network Line Rental Agreement:
- (a) the Services shall cease;
 - (b) Mtech shall invoice the Customer for all outstanding charges up to termination plus any charges imposed by Third Party Providers as a result of termination;
 - (c) if the Network Line Rental Agreement was terminated by Mtech under clause 11.6 or clause 11.7(a) prior to the expiration of the Minimum Term then Mtech shall invoice the Customer for the following:
 - (i) all Previously Paid Termination Charges; and
 - (ii) the value of all discounts offered by Mtech, plus any rebates paid by Mtech to the Customer, plus the amount of any credit paid by Mtech to the Customer; and

- (d) if the Network Line Rental Agreement was terminated by Mtech under clause 11.6 or clause 11.7(a) prior to the expiration of the Minimum Term or current Extended Term then Mtech shall invoice the Customer for the following:
- (i) the Monthly Charges which would have been payable for the unexpired part of the Minimum Term or Extended Term;
- (ii) the average monthly call Charges in the three months preceding the Customer's notice multiplied by the number of months remaining in the current Minimum Term or Extended Term; and
- (iii) if applicable, any Charges which would have been payable by the Customer under clause 11.3 had Mtech not waived the payment of such amounts,
- 12.2 and the Customer shall pay all of Mtech's invoices for such amounts immediately upon receipt, without set off or withholding, and in accordance with the payment instructions set out on them.
- 13 INDEMNITY**
- 13.1 The Customer shall indemnify Mtech against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Mtech arising out of or in connection with:
- (a) the Customer's breach or negligent performance or non-performance of the Customer's obligations under the Network Line Rental Agreement;
- (b) the death or injury of any of Mtech's staff caused by the negligence or wilful misconduct of the Customer;
- (c) Toll Fraud or any other fraudulent or suspected to be fraudulent activity associated with the Customer's account and/or telephone number(s) (whether or not the Customer has been at fault); or
- (d) the enforcement of the Network Line Rental Agreement,
- 13.2 and the Customer shall reimburse Mtech all amounts payable under this clause immediately on demand.
- 14 DATA PROTECTION**
- 14.1 Mtech processes personal data in accordance with its Privacy Policy which is accessible from <https://mtechcomms.co.uk/privacy-policy>.
- 15 NOTICES**
- 15.1 Any notice given to a party under or in connection with the Network Line Rental Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to:
- (i) Mtech at info@mtechcomms.co.uk; and
- (ii) the Customer at the email address specified in in the Commercial Terms or, if no such address is specified, the email address specified in the Commercial Terms for receipt of invoices.
- 15.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause "**business hours**" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16 GENERAL**
- 16.1 Interpretation.**
- (a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. And a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) A reference to "**writing**" or "**written**" includes email unless otherwise stated.
- (c) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (d) Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 16.2 **Complaints.** For information about Mtech's customer complaints procedure please refer to Mtech's Customer Complaints Procedure at www.mtechcomms.co.uk/complaints-procedure.
- 16.3 **Copies of the contract.** Mtech will only provide copies of the Network Line Rental Agreement to registered directors of the Customer and the Customer's authorised signatory. Mtech will not share copies with other staff or purported representatives of the Customer.
- 16.4 **Assignment.**
- (a) Mtech may at any time assign its rights under the Network Line Rental Agreement to any third party.

- (b) The Customer may not transfer or otherwise deal with its rights under the Network Line Rental Agreement without Mtech's prior written consent. Mtech may, at its absolute discretion, agree to the Network Line Rental Agreement being novated to a third party in place of the Customer subject to such conditions as Mtech sees fit.
- (c) Mtech's acceptance of payment under the Network Line Rental Agreement from a third party the Customer does not constitute its agreement to a variation or novation of the agreement.
- 16.5 **Variation.** No variation of the Network Line Rental Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.6 **Severance.** If any provision or part-provision of these terms and conditions becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions. Additionally, if any provision or part-provision of these terms and conditions is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.7 **Waiver.** No failure or delay by Mtech to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it 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 or restrict the further exercise of that or any other right or remedy.
- 16.8 **Entire Agreement.**
- (a) These terms and conditions, along with the Commercial Terms, and all documents referred to therein together constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions, the Commercial Terms or any documents referred to therein. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Network Line Rental Agreement.
- 16.9 **No partnership or agency.** Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party
- 16.10 **Time for payment.** Time is of the essence for the payment of monies by the Customer.
- 16.11 **Third party rights.** The Network Line Rental Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.12 **Governing law.** The Network Line Rental Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 16.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Network Line Rental Agreement or its subject matter or formation.