

Your agreement with us (this “agreement”) is made up of the following documents:

- i. The Service Agreement;
- ii. The relevant tariff(s) for the services we agree to provide to you;
- iii. Supplementary conditions relating to specific services, where applicable;
- iv. The relevant service descriptions relating to specific services; and
- v. These Conditions for Communications Services.

In the event of any discrepancy between documents listed above, the document listed first will take precedence.

## The Services and Use of The Services

### 1. Provision of the Services

- 1.1. The Services we supply to you are those Services which (a) you have ordered by telephone and we have subsequently confirmed in writing, or (b) you have elected to receive as set out in a Service Agreement signed by you provided that it has been subsequently confirmed by us in writing or by delivering the Services, or (c) have been ordered via our website or portal and we have subsequently confirmed such order. Services may be subject to survey and any changes will be agreed between the parties in writing.
- 1.2. We will supply you with the services in accordance with our conditions and the accompanying signed Service Agreement and fully completed Customer Requirements Form. The combination of which will form a service contract between the parties.
- 1.3. We will use reasonable endeavours to provide you with the Services by the date(s) we agree with you and to continue to provide the Services until this Agreement is terminated. However, we will not be liable for any loss or damages should the Services not commence or restart on the agreed date. All Services will be provided in accordance with our Service Level Agreement.
- 1.4. In providing the Services we shall use the reasonable skill and care that may be expected from a competent communications service provider.
- 1.5. We will activate or install the Service and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and we shall be entitled to invoice you for such Service from this date.
- 1.6. During testing, you may notify us by email, telephone or fax of any material non-conformity of the Service. To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, we will use its reasonable endeavours to remedy such non-conformities.
- 1.7. Where an appointment is made for us to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed for any reason where we are not at fault we will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times.
- 1.8. You agree to not unreasonably delay installation of any Service for any reason, any delay to the installation will not invalidate the agreement and we reserve the right to invoice you for the Minimum Spend after giving you written notice and you will remain liable for all Service Charges for the Initial Term.
- 1.9. **All Services**
  - 1.9.1. Services may be subject to Acceptable Use Policies and Fair Use Policies which at the time of application will be

the latest version on [www.gamma.co.uk/legal](http://www.gamma.co.uk/legal). Where any fair usage is exceeded, additional charges will apply. Service level agreements and service credit information in respect of our Services are also found here, although we may vary these for you in which case these will be confirmed in writing.

- 1.9.2. You agree and acknowledge that your use of a Service must comply with all applicable legislation, regulations, guidelines and codes of practice and that we will not be liable where your use of this Service fails to comply. Should we reasonably suspect that your use of a Service is in breach of any applicable legislation, regulation, guidelines or codes of practice or any other reasonably suspected abuse or bad practice then we reserve the right to suspend or terminate such Service with immediate effect.
- 1.9.3. You agree that some Services variants may be subject to availability and where an ordered Service is not available for any reason we reserve the right to provide an alternative Service variant for which you may incur different Service Charges. Where a Service variant is not available we will make best endeavours to advise you of this before progressing with your order. Further, some international Services may be subject to a third party service supplier accepting an order from us for such international services and where such third party service supplier does not accept such order we reserve the right to cancel the ordered Services provided that we will use all commercial reasonable efforts to mitigate such cancellation. In addition should there be a change in any international regulation which would prevent us providing international Services we reserve to cancel the ordered international Service.
- 1.9.4. For the avoidance of doubt, you may not resell the Services although they may be utilised by an Associated Company of yours for which use you shall remain fully liable.

### 2. Changes and interruptions to the Services

- 2.1. We may have to do some things that could affect the Services. Some of these things are listed in this paragraph. If we have to interrupt the Services we will restore them as quickly as we reasonably can.
- 2.2. Occasionally we may have to:
  - 2.2.1. change the code or phone number or the technical specification of the Services for operational reasons;
  - 2.2.2. interrupt the Services for operational reasons or because of an emergency;
  - 2.2.3. give you instructions that we believe are necessary for health or safety or to maintain the quality of the Services that we supply to you or to our other customers.
- 2.3. Should the change we make have a material adverse effect on you or the Services we provide then you have the right to terminate the Agreement under the terms of paragraph 17.3.
- 2.4. We cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free and we will not be liable for any loss or damages should the Services be interrupted from time to time. You accept that there may also be degradations of the quality of the Service from time to time due to matters beyond our control, and that we will not be liable for any loss or damages should the quality of the Service we provide be affected by such matters.

### Equipment

#### 3. Equipment

- 3.1. To the extent possible, we shall use reasonable endeavours to pass on to you the benefit of any

manufacturers' warranties in relation to equipment supplied by us in connection with the Services.

- 3.2. On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you. For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.
- 3.3. Where a fault reported is deemed to be caused by a router provided by us, we will replace this as long as the current router is within its warranty period. We will despatch a new router to you as soon as possible, pre-configured with the username and password and any IP Addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt of the original faulty router. If the router is outside of the warranty period, we will provide a new router and the new router will be chargeable in accordance with the tariff applicable at the time.
- 3.4. Where we agree you may provide your own router at the outset or as a replacement, you will, at your own cost, be responsible for repairing, maintaining, and replacing any equipment that no longer operates in accordance with its manufacturer's specifications. Where you replace the Equipment, the replacement shall be (i) equivalent to the original's functionality and performance, and (ii) approved by us in writing. You will be responsible, at your own cost, for (i) reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by us as a professional services at our then current standard rates), and (ii) installing such reconfigured replacement in place of the original. Any impact on the Service caused by substandard performance or non-availability of any equipment provided by you shall be excluded from our service level obligations under the Agreement.
- 3.5. All handsets for our Horizon Service are provided with the Horizon settings pre-configured. We do not offer a service to unlock handsets or remove these settings during or at the end of your contract. Notwithstanding this paragraph 3.5, where we do agree to unlock handsets a charge shall be applied per handset.

#### 4. Sale Equipment

- 4.1. The quantity, quality and description of and any specification for the Sale Equipment shall be those set out in the Service Agreement, Order Form or product service descriptions as may be amended from time to time.
- 4.2. We shall deliver the Sale Equipment to your address as specified in the Service Agreement, and time shall not be of the essence for delivery.
- 4.3. Risk in the Sale Equipment will pass to you on delivery of the Sale Equipment. Therefore, it is your responsibility to look after the Sale Equipment and you will have to pay if you wish to replace or repair the Sale Equipment if it is lost, stolen or damaged.
- 4.4. You will not own the Sale Equipment until you have paid us in full for the Sale Equipment and we reserve the right to require you to return to us, or for us to collect (at your cost), the Sale Equipment if you do not pay us in full for the Sale Equipment by the due date for payment (in accordance with paragraph 8 below). Subject to the foregoing, you will be entitled to continue to use the Sale Equipment after expiry or termination of this Agreement.
- 4.5. Unless otherwise agreed, you will be responsible for installing the Sale Equipment. We will not be liable for

any loss, costs, damages or faults caused by, or repairs required as a result of, installation or misuse of, or damage to, any Sale Equipment. You agree to indemnify us for all claims, losses, damages and expenses that are brought against us, incurred by us, or arising as a result of the same.

#### 5. Rental Equipment

- 5.1. We will at all times own all Rental Equipment supplied to you. You will not let, sell, charge, assign, sub-license or allow a third party to use the Rental Equipment nor remove any labels, and shall not prejudice our rights in the Rental Equipment in any way. We may replace the Rental Equipment from time to time either with your prior consent or provided that the replacement Rental Equipment is of a specification that is at least equal to the Rental Equipment originally supplied and such change does not materially disrupt the provision of the Services.
- 5.2. Subject to the other terms of this paragraph 5, we (or our authorised representative) shall, during our usual working hours:
  - 5.2.1. where necessary install the Rental Equipment at your premises at a time and date agreed with you; and
  - 5.2.2. use our reasonable endeavours to repair any faults to the Rental Equipment in accordance with our standard procedures (which are available on request).
- 5.3. It is your responsibility to look after the Rental Equipment that is in your possession or custody and you agree to pay for the Rental Equipment to be replaced or repaired if it is lost, stolen or damaged.
- 5.4. You will notify us promptly of any faults which occur, any repairs which become necessary, and of any loss, theft or damage to the Rental Equipment.
- 5.5. You agree that you will only use the Rental Equipment in conjunction with the relevant Services and shall comply with our reasonable instructions in relation to its use.
- 5.6. You shall be responsible for maintaining adequate cover in place to insure the Rental Equipment while it remains in your possession and custody. You will also be responsible for obtaining and, where appropriate, paying for all necessary licenses, consents and approvals required for the installation and use of the Rental Equipment.
- 5.7. You will not (and you will ensure that no-one else will) repair, alter, modify or maintain, or make any additions or attachments to, or otherwise alter, the Rental Equipment without our prior written consent. We will not be liable for any costs or charges incurred, faults caused by, or repairs required as a result of, installation or programming of Rental Equipment that is carried out by any other person (other than our employees or agents). You agree to indemnify us for all losses, damages and expenses that are brought against or incurred by us, arising as a result of the same.
- 5.8. On expiry or termination of the Agreement or the relevant Service, all Rental Equipment must be returned to us in reasonable condition, subject to reasonable wear and tear. If you fail to return the Rental Equipment in a reasonable condition or at all we may invoice you for a sum equal to the original cost of the Rental Equipment less any depreciation together with any costs reasonably incurred by us.
- 5.9. In the event that you return Rental Equipment to us and it is not received by us, in the absence of reasonable evidence that the Rental Equipment has been delivered to us you accept that you shall remain liable for the Rental Equipment.

## Your Information

### 6. Call monitoring

6.1. We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing calls, for the purpose of training and improving customer care services, including complaint handling. We and/or our suppliers may also record Emergency Calls.

### 7. Data protection and use of your information

7.1. Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation.

7.2. In the event we provide a service listed in [www.gamma.co.uk/wp-content/uploads/2018/05/Gamma-Product-Privacy-Information.pdf](http://www.gamma.co.uk/wp-content/uploads/2018/05/Gamma-Product-Privacy-Information.pdf) ("Product Related Privacy Notice") then we process Personal Data on your behalf as described in the Product Related Privacy Notice and for such purposes we are the Data Processor and you are the Data Controller. In connection with such processing we shall:

7.2.1. process the Personal Data only on documented instructions from you and in accordance with this Agreement;

7.2.2. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on our instructions in relation to the processing;

7.2.3. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected (and you shall notify us immediately if the nature of such Personal Data changes in a material way);

7.2.4. remain entitled to appoint third party sub-processors. Where we appoint a third party sub-processor, we shall, with respect to data protection obligations (a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as we are, and (b) remain fully liable to you for all acts and omissions of the third party;

7.2.5. in addition to the sub-processors engaged pursuant to paragraph 7.2.4 above, be entitled to engage additional or replacement sub-processors, subject to (a) the provisions of paragraph 7.2.4 above being applied, and (b) we notifying you of the additional or replacement sub-processor, and where you object to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;

7.2.6. not transfer Personal Data outside of the UK / European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Legislation is not undermined;

7.2.7. assist you to respond to requests from Data Subjects who are exercising their rights under the Applicable Data Protection Legislation;

7.2.8. notify you without undue delay after becoming aware that we have suffered a Personal Data breach and shall

not inform any third party of the Personal Data breach without first obtaining your prior written consent, except when law or regulation requires it;

7.2.9. on your reasonable request, assist you to comply with your obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable): (a) notifying a supervisory authority that we have suffered a Personal Data breach; (b) communicating a Personal Data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;

7.2.10. unless applicable law requires otherwise, upon termination of the Agreement, at your option, comply or procure compliance with the following (i) delete all personal data provided by you to us and/or (ii) return to you all Personal Data provided by you to us; and

7.2.11. not more than once in any 12 month period and on reasonable notice, of at least twenty (20) Business Days, permit you (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit our data processing activities to enable you to verify and/or procure that we are complying with our obligations under this paragraph 7.2.

7.2.12. Each party may collect, store and process contact Personal Data (such as name, work email address, telephone/mobile work number, and work address) of the other party and/or its employees for the purposes of the performance of this Agreement, and such collection and/or processing shall be carried out in accordance with such party's privacy policy.

## Your Obligations

### 8. Paying our Service Charges for the Services

#### 8.1. Service Charges

8.1.1. You must pay the Service Charges for the Services as agreed in the Service Agreement and any applicable pricing table. This applies whether you or someone else use the Services and whether the Services are used with your full knowledge and consent or otherwise. We may vary the Service Charges as explained in paragraph 17.2.

8.1.2. All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed at the point of order.

8.1.3. You acknowledge and agree that we have agreed to supply the Services to you at the agreed Services Charges on the basis that you have committed to the Minimum Spend and Initial Term. You agree that you shall only be entitled to the agreed Service Charges if you achieve those commitments. In addition, unless otherwise agreed by us in writing, any discount to the Service Charges as may be specified on the Service Agreement shall only apply during the Initial Term, and shall not apply to subsequent periods, and if agreed is again subject to you continuing to meet the Minimum Spend and Initial Term.

8.1.4. You accept there may be charges for elements of a Service (such as additional features, regrades, moves or ceases) that you may incur which may not be detailed in your Service Agreement but you accept responsibility for these charges should they occur.

8.1.5. We will commence invoicing for each Service once it is delivered to you.

8.1.6. We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any charges under the Agreement. You agree to enter into (and / or procure



the execution of) any agreement or deed reasonably required for any such purpose.

- 8.1.7. After the Initial Term, we shall be entitled to revise any charges under the Service Agreement with effect from any anniversary of the Contract Commencement Date to reflect our then current standard rates by giving you not less than thirty (30) days' written notice.
- 8.1.8. We shall be entitled to increase the Service Charges at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier, or legal or regulatory change. Any such increase in the Service Charges will not exceed the increased cost incurred by us in providing the Service.
- 8.1.9. Should we or anyone we have instructed to carry out work on our behalf at your premises be unable to access your premises we reserve the right to charge abortive visit charges.
- 8.1.10. Where applicable, travel and subsistence costs may be recovered by us in addition to the Service Charges, such costs shall only be recoverable to the extent that they are not already covered elsewhere in this Agreement and that they have been reasonably incurred exclusively in connection with providing you with the Service.
- 8.1.11. Where the ability to self-provision any Services on any of our online portals is available to you and you order any Services using this self-provision functionality, you agree that we will automatically bill you for these Services without the need for further signed orders from you.

## 8.2. Installation and Connection Charges

- 8.2.1. The Service Agreement set out whether such costs are payable for the Services we have agreed to supply to you. However, we may be unable (due to third party constraints) to tell you when you place, or we confirm, your order for the Services how much these costs will be. If this is the case, we will give you an estimate of how much the installation costs will be prior to commencement of the installation work, but there may be supplementary excess construction charges. You will have ten (10) days to refuse any excess construction charges. In the event of an installation being cancelled before being completed you agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to you at the time.

## 8.3. Equipment

- 8.3.1. You must pay the price for any Sale Equipment that we supply to you. We will invoice you for the Sale Equipment in the next invoice that we send to you following the date on which we dispatch the Sale Equipment to you. You shall also pay the Service Charges for any Rental Equipment that we supply to you, and we shall invoice you for this monthly.

## 8.4. Invoices

- 8.4.1. We will send you your first invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with paragraph 8.7. We will send all invoices and other correspondence to the address set out in the Service Agreement or otherwise the address you ask us to. We will show on the invoice which Service Charges are payable in advance or in arrears. We will include all Service Charges on the next invoice where possible, and in any event as soon as we can. Invoices shall be deemed to have been accepted by you if you do not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to us within six (6) months of the date of the invoice. If such objection is made we shall both make all reasonable

efforts to resolve such dispute promptly. Provided you comply with these requirements in presenting your objection, if we fail to respond to that objection within thirty (30) days after its receipt by us, the objection will be deemed to have been accepted by us. We will accordingly amend the relevant invoice either with an appropriate credit to you or you shall be liable to pay the balance (if any) of the amended invoice within seven (7) days of its receipt by you.

## 8.5. Periodic Services Charges

- 8.5.1. You will incur Service Charges from the time any part of a Service is used or received except in the case of Services subject to a periodic Service Charge, in which case you will incur Service Charges from the date the Service is made available for use. We will usually ask you to pay the Service Charges in advance and your first invoice will include both one month's Service Charge in advance and a Service Charge for a part month's Service Charge from the Contract Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter.

## 8.6. Payments in advance and deposits

- 8.6.1. We may ask you for a payment in advance before payment would normally be due, which you shall pay in accordance with paragraph 8.7. This advance payment will not be more than our best estimate of your following month's invoice. Should your advance payment exceed your actual invoice then any surplus will be credited to your account to be offset against subsequent invoices, should there be no further invoices and your account is not in debit then we will refund to you any surplus after deducting any cancellation or termination charges.
- 8.6.2. We may ask for a deposit at any time, as security for payment of your invoices if it is reasonable for us to do so, which you shall pay in accordance with paragraph 8.7. Our procedures for deposits will be explained to you at the relevant time.

## 8.7. Terms of payment

- 8.7.1. Our standard credit terms are payment within fourteen (14) days of date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. You must pay all Service Charges within the credit terms which we have agreed and any advance payments and deposits when we ask for them. We reserve the right to apply a nominal monthly charge for non direct debit payment methods, such charge may be varied by us and notified to you from time to time.. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement. Unless otherwise stated all Service Charges and invoices are in pounds sterling and exclude VAT which is chargeable at the applicable rate. If you pay us from a non UK bank account which means we incur costs for receiving international payments, then we shall pass these costs on to you.

## 8.8. Finance and Credit

- 8.8.1. You consent to and shall procure that your owners, directors, officers and assigns consent to, us carrying out searches with credit reference agencies relating to the credit worthiness of your Company and/or your owners, directors, officers and assigns and you undertake to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to your records and/or those records of your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches. It is agreed that where we approach a finance provider to arrange finance for the purchase of Equipment then we are

acting as an agent for the Customer and not for the finance provider.

- 8.8.2. In the event that we are unable to obtain finance on the terms originally proposed or on other terms acceptable to you then we shall return any deposit received from you without further liability to you. Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of these Conditions and shall entitle us to retain any deposit paid by you.
- 8.8.3. After delivery and installation (where applicable) is completed any failure by you to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement shall render you liable to pay to us the full value of the order (plus VAT) within seven (7) days of presentation of an invoice.

## 8.9. Online Orders and Payment

- 8.9.1. Where you place an order and make a payment online for that order and we accept your order, we will confirm your order and receipt of payment by email at which point your contract will be binding. You may also get a payment confirmation from the third party payment processing company. Where we do not accept your order we reserve the right to return a payment to you. You should contact us immediately if you have any concerns regarding the order or payment. Where you fail to advise us of any issues regarding your online payment we are not liable for any consequences of any such payment but will make reasonable endeavours to rectify any of your concerns.

## 8.10. Trial Periods

- 8.10.1. Where you take a product or service on a trial basis for a full, discounted or zero charge for a fixed period, unless otherwise advised to you in writing, you need to give us notice in writing if you wish to cancel the Service at the end of the trial. If you fail to give us notice then we will automatically invoice you for the product or service at the end of the trial for the remainder of the agreed contract term (or where there is no agreed term, for a minimum of twelve months). For the avoidance of doubt, unless otherwise agreed in writing you will be liable for all usage Service Charges during the trial period. Should you wish to cancel after the trial then you agree to return, at your own cost, any equipment to us in full working order.

## 8.11. Other Charges

- 8.11.1. We reserve the right to make a nominal monthly charge for paper itemised billing; our online billing is provided as standard to all customers free of charge. We also reserve the right to apply a minimum charge if your monthly invoice would be less than the amount set out in the Gamma Retail Billing Administration Charges document available in our website and as may be varied from time to time.
- 8.11.2. Where we owe you any monies, you agree that we may offset this against any monies you may owe us before we make any payment to you.

## 8.12. Credit Limit

- 8.12.1. We may apply a credit limit to your account and if you exceed this credit limit we reserve the right to suspend Services until you have paid a deposit.

## 9. Your other responsibilities

- 9.1. You agree to:
- 9.1.1. prepare the Sites and your networks in accordance with our instructions. You are responsible, at your own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing

engineers may refuse to install equipment if they perceive a hazard or risk,

- 9.1.2. provide us with full access to your Sites and networks and make available such office and technology facilities as may be necessary for us to provide the Service,
- 9.1.3. provide a suitable operating environment for the equipment in accordance with the manufacturer's operating instructions, promptly furnish us with such information and documents as we may reasonably require for the proper performance of the Services,
- 9.1.4. obtain at your own cost all third party consents, licences and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services,
- 9.1.5. put in place adequate security and virus checking procedures in relation to any computer facilities to which you provide us with access,
- 9.1.6. take necessary steps to manage your network and internal infrastructure to prevent conflicts with the Service that may result in fault or failure of the Service,
- 9.1.7. supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Installation Service and the Service,
- 9.1.8. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice,
- 9.1.9. comply with and maintain compliance with all such laws and regulations that relate to their provision of telecommunications and other products or services supplied by us.
- 9.1.10. not allow any unauthorised user or any third party to access or use the Equipment or the Service, and shall take all reasonable security precautions to avoid such unauthorised access, use, add to, modify or interfere with in any way, the Equipment or the Service, and
- 9.1.11. follow any other reasonable instruction we may give you.
- 9.1.12. You agree to comply with our reasonable instructions relating to the Services and any equipment we supply to you in connection with the Services.
- 9.1.13. Any failure to do any of the things detailed in this clause may result in the need to reschedule your Installation Service and you may incur aborted visit charges and new appointment times and charges which will be subject to new lead times. Any failure to do any of the things detailed in this clause which results in configuration issues on the Equipment may result in you being charged for any reconfiguration work or for replacement Equipment.
- 9.1.14. If we have to enter your premises you agree to let us do so within normal working hours (Monday to Friday, 9am to 5pm) or otherwise if agreed with you in advance. We will meet your reasonable requirements regarding the safety of people on your premises and you must do the same for us.
- 9.1.15. If we need someone else's permission to cross, or put our equipment in, or make an installation on their premises, you must get that permission for us and make any necessary arrangements. We will not be liable for any loss or damage where this permission is not obtained by you and you agree to pay any costs actually incurred.
- 9.1.16. When our work is completed, you will be responsible for putting items back and for any necessary re-decorating.
- ## 9.2. Misuse of the Services

9.2.1. You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.

9.2.2. You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe our intellectual property rights or that of any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause.

9.2.3. You agree not to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect our other customers or customers of our suppliers.

9.2.4. You also agree not to use the Service in a way which (in our reasonable opinion) brings our name into disrepute, or which places us in breach of our legal or regulatory obligations, and you must make sure that this does not happen. The action we can take if this happens is explained in paragraph 13. If a claim is made against us because the Services are misused in these ways, you must indemnify us in respect of any sums we are obliged to pay and/or costs we incur.

### 9.3. Indemnity

9.3.1. If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

### 9.4. Existing Contractual Obligations

9.4.1. It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or your failure to give the correct notice. We recommend that you review these commitments before transferring any Services to us so that you understand the impact such transfer may have prior to transferring any such services. Any existing contractual obligations you may have will not invalidate any agreement you have entered into with us.

### 9.5. Resilience

9.5.1. It is your responsibility to ensure you have adequate resilience in place to protect against any loss of data, service or connectivity; this includes a separate power supply for IPT phones. In accordance with paragraph 11.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

### 9.6. User Names, Passwords and Pin Codes

9.6.1. It is your responsibility to keep private any user names, passwords or pin codes that we may provide you with to use any of our Services. You are liable for all charges associated with the use of such user names, passwords and pin codes to access our Services unless you advise us that the security of any of the user names, passwords or pin codes may have been compromised and we

confirm back to you that we have disabled the access. Should you fail to notify us of any such compromise in security then you will remain liable for all Service Charges incurred in accessing the Services. Where we disable any access following a compromise in security, we shall provide you with new user names, passwords or pin codes as appropriate.

### 9.7. Your Details

9.7.1. It is your responsibility to inform us of any changes to any of your personal details including but not limited to contact names, telephone numbers, email addresses, site addresses or billing addresses. We shall not be liable for any consequence of us having any incorrect details unless due to our negligence.

### Repairing Faults

#### 10. Repairing faults

10.1. We will investigate any fault that is reported to us according to our standard procedures for the Service in question (which are available on request). We will use all reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents according to our standard procedures for the Service in question and the Service Level Agreement.

10.2. When we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us an extra charge at the applicable rate set out by us and in force at the time.

10.3. If you tell us there is a fault in a Service and we find either that there is not or that you, someone at your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, we may charge you for any work we have done to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than us, and we are not responsible for fixing any faults not caused by us.

10.4. During any fault investigations, we may require you to carry out tests and we will require you to feedback any results of these tests to allow us to follow our standard procedures and conclude our investigations.

10.5. Where a fault reported is deemed to be caused by a router provided by us, we will replace this as long as the current router is within its warranty period. We will ship a new router to you as soon as possible, pre-configured with the username and password and any IP Addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt of the original faulty router. If the router is outside of the 12 month warranty period, the new router is chargeable and will show on the next invoice.

### Limitation of Liability

#### 11. Liability

11.1. Neither party excludes or limits its liability for personal injury or death as a result of its negligence, fraud or fraudulent misrepresentation, or wilful misconduct.

11.2. Subject to paragraph 11.1, neither party has any liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or savings the other party expected to make, wasted expense, financial loss, data being lost or damaged, damage to reputation, for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

11.3. The liability of a party in contract, tort (including negligence) or otherwise arising under or in connection with a Service Agreement in any twelve (12) month



- period starting on the Contract Commencement Date or any anniversary thereof shall be limited to the aggregate Service Charges paid or payable by you to us in such twelve (12) month period in relation to such Service Agreement, provided that such limit shall not apply to any Service Charges duly owed by you to us.
- 11.4. Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.
- 11.5. Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.
- 11.6. The provisions of this paragraph 11 shall continue to apply notwithstanding termination of this Agreement.
- 12. Matters beyond our reasonable control**
- 12.1. If we cannot fulfil, or are delayed in fulfilling, or are interrupted in continuing to fulfil, our obligations under this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority, acts or omissions of other communications suppliers or network operators, or industrial disputes of any kind, (including those involving our employees or suppliers), we will not be liable for this.
- Changing and Terminating The Agreement**
- 13. Breach of the Agreement**
- 13.1. Each party may suspend any or all of the Services or terminate the Agreement immediately at any time by notifying you in writing if:
- 13.1.1. the other party commits a material breach of this Agreement and fails to remedy the breach within a reasonable time of being asked to do so;
- 13.1.2. the Service(s) are being used in a way forbidden by this agreement;
- 13.1.3. the other party has a receiver or manager appointed over the whole or any substantial part of its assets, it becomes insolvent, goes into liquidation, becomes subject to an administration order or makes any composition or arrangement with its creditors (other than for the purposes of amalgamation or reconstruction), or it threatens to cease to carry on business.
- 13.2. If you fail to pay any Service Charges due to us by the due date we may (without losing or reducing any other right or remedy) suspend any Service (in whole or in part) or terminate the Agreement without notice if;
- 13.2.1. you fail to make any payment requested within fourteen (14) days of the date of a letter, e-mail or other appropriate correspondence requesting such payment;
- 13.2.2. two (2) consecutive direct debit requests are rejected; and/or
- 13.2.3. you fail to pay any payment on the due date where there have been two (2) preceding failures which were remedied within the fourteen (14) day period.
- 13.3. We reserve the right to charge interest at the rate of five percent (5%) above the bank of England base rate per annum on any charges not paid by the due date for payment until the date when they are received by us.
- 13.4. If we suspend any Services, we will not provide them again until you rectify the situation that caused us to suspend the Services or you have satisfied us that you will do so or that the Services will not be used in a way that is forbidden by this agreement.
- 13.5. If we suspend any Services because you breach this Agreement, the Agreement will still continue and you must still pay us any Service Charges as and when they arise unless and until the Agreement is terminated.
- 13.6. If this Agreement or any of the Services are terminated in accordance with this paragraph 13 during the Initial Term or any agreed term applicable to each of the Services, we will levy a cancellation charge in relation to each relevant Service calculated in accordance with the following:-
- 13.6.1. Each Service for which a monthly Service Charge is payable - number of months remaining of Initial Term for that Service multiplied by the monthly Service Charge;
- 13.6.2. Call Spend – number of months remaining on Initial Term multiplied by the monthly Minimum Spend (or the average of your last three months call spend where there is no Minimum Spend);
- 13.6.3. Repayment of any subsidised charges or any other contribution we may have made towards any other costs, as described in paragraph 16.2;
- 13.6.4. Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment; and/or
- 13.6.5. Any applicable cease charges as may be detailed in the Service Charges.
- 13.7. Following a suspension of services, we will only re-activate your services after you have paid the re-activation charges as may be advised at the time.
- 14. Cancelling the Services before they are provided (domestic users only)**
- 14.1. If you are a domestic user, you may cancel the Services or an individual Service without giving any reason at any time up to fourteen (14) calendar days after either the date on which you accepted these Conditions (and the Service Agreement and other documents comprising this Agreement) or, if earlier, the date on which we commenced our supply of the Services to you, provided that you notify us clearly in writing of such cancellation within such period and return any equipment that we may have sent to you, undamaged and in its original packaging by sending it special delivery to us at The Port House, Marina Keep, Port Solent, Portsmouth PO6 4TH. You will be deemed to have accepted these Conditions at the time you sign our Service Agreement. These Conditions are available for download from [www.gamma.co.uk](http://www.gamma.co.uk). Please note that if you have commenced using any Service or equipment after receiving these Conditions, you will also be deemed to have accepted these Conditions. If you cancel the Services or an individual Service, we will reimburse to you all payments received from you, including the costs of delivery of any equipment (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us), and we will make the reimbursement using the same means of payment as you used for the initial transaction but in any event you will not incur any fees as a result of the reimbursement. No cancellation charge or other charge will be payable for the Services although if you do not return any equipment that we may have sent to you, we shall be entitled to charge you or withhold reimbursement for the costs we incur in collecting it from you. This does not affect your statutory rights. For the avoidance of doubt, this cancellation right does not apply to business users.
- 15. Terminating the Agreement after the Services are provided**
- 15.1. Termination at end of Initial Term

- 15.1.1. Either party may terminate this Agreement in respect of a Service by giving the other party not less than thirty (30) days notice in writing to take effect at the end of the current Initial Term for the relevant Service. Where a Service has a notice period of greater than thirty (30) days then this amount of notice must be provided on that Service.
- 15.1.2. If we give you notice to terminate under paragraph 15.1.1, you must pay Service Charges for Calls made up to the end of the relevant Initial Term. If you give us notice to terminate under paragraph 15.1.1, you must pay Service charges for Calls made up to the end of the relevant Initial Term.
- 15.1.3. If you fail to give us notice you must pay Service Charges until thirty (30) days, or longer where a service has a greater notice period, after you have ceased to use our Service.
- 15.1.4. Some Services may incur cease charges as detailed in the Service Charges and these will be chargeable on termination unless otherwise agreed in writing.
- 15.2. Termination before end of Initial Term**
- 15.2.1. If you want to terminate this Agreement after the date on the Signed Service Agreement in respect of a Service prior to the end of any Initial Term for the relevant Service (other than because we have materially altered the conditions of this Agreement under paragraph 17.3) you must give us at least thirty (30) days notice in writing and we will levy a cancellation charge calculated in accordance with the following:-
- 15.2.1.1. Each Service for which a monthly Service Charge is payable - number of months remaining of Initial Term for that Service multiplied by the monthly Service Charge; and/or
- 15.2.1.2. Call Spend – number of months remaining on Initial Term multiplied by the monthly Minimum Spend less any monthly Service Charges (or the average of your last three months call spend where there is no Minimum Spend), whichever is the greater; and/or
- 15.2.1.3. Pro-rata or full repayment of any subsidised installation or any other contribution to upfront or ongoing costs paid by us as described in paragraph 16.3 and in accordance with the terms of the subsidised installation, and/or
- 15.2.1.4. The appropriate notice period charge for each Service, and/or
- 15.2.1.5. Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment, and/or
- 15.2.1.6. Any applicable cease charges as may be detailed in the Service Charges.
- 15.2.2. Should you fail to pay the early termination cancellation charges with 10 days (or 5 days for non direct debit payment) of the date of invoice we reserve the right to suspend your Services.
- 15.2.3. If you have paid any Service Charge in respect of a Service for a period after this Agreement has ended in respect of that Service, we will either repay it or off set towards any money you owe us.
- 15.2.4. You must pay all Service Charges for the Services until the date on which we stop providing the Services to you and any applicable notice period.
- 15.2.5. We also have the right to terminate this Agreement or any of the Services immediately on notice to you in accordance with paragraph 13 and in these circumstances the thirty (30) day notice period will not apply.
- 15.3. Additional Termination Provisions**
- 15.3.1. The provisions of this paragraph 15.3 shall be without prejudice to the other provisions of this Agreement.
- 15.3.2. At the end of this Agreement, you shall be responsible for arranging for the Services to be provided by another supplier (“the New Supplier”)
- 15.3.3. In the event that we terminate this Agreement pursuant to the provisions of paragraphs 13.1 or 13.2, the provision of Services shall end with immediate effect upon the service of notice to you, in accordance with the provisions of those paragraphs.
- 15.3.4. If we terminate this Agreement pursuant to paragraph 15.1.1 or if you terminate this Agreement for any reason whatsoever, on receipt of your notice of termination we will apply Standard rates, applicable at the time, to all Services on your account to take effect following expiry of your notice period.
- 15.3.5. Once you have served your minimum notice requirement, we may serve you a minimum of 48 hours notice to suspend your Services. Following suspension of your Services under this paragraph you may request that Services are reconnected and agree these will be subject to a reconnection charge and a new minimum contract period. We will notify you of this charge and contract period at the time.
- 15.3.6. Should you serve your required notice and fail to move your Services to a new supplier then you agree you will remain liable for all Service Charges at our Standard Tariff rates until such time that the Services are transferred to a new supplier.
- 15.3.7. In the event we take the business decision to discontinue providing a particular Service in any jurisdiction we shall be entitled to terminate the Service Agreement in connection with such Service upon a six (6) month notice to you and shall use our reasonable efforts to facilitate you replacing such Service for another similar service provided by a third-party supplier where available.
- 15.4. Additional Suspension Provisions**
- 15.4.1. By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:
- 15.4.1.1. for operational reasons in accordance with the service levels; or
- 15.4.1.2. if required because of a regulatory or legal change; or
- 15.4.1.3. if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service; or
- 15.4.1.4. if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers.
- 16. Initial Term, Minimum Spend and Contract Renewal**
- 16.1. Your agreement with us starts on the date on the signed Service Agreement and your Contract Commencement Date will be the date on the signed Service Agreement or the date each Service is first made available to you for use, whichever is the latest, unless in the case of a renewal of your contract where the new Contract Commencement Date will be the date immediately following the expiry of the previous contract. You accept that this may mean you will have multiple contracts and multiple Contract Commencement Dates and each Contract Commencement Date will be subject to the Initial Term.



16.2. The Initial Term and Minimum Spend will be as specified on the Service Agreement, for each Service, or as otherwise agreed with you in writing. In the event that the Minimum Spend is not on the Service Agreement then the Minimum Spend applicable will be the sum of any fixed Service Charges plus the average value of your call usage for the last three months of full billing. The Initial Term for any new installation will be at least thirty-six (36) months or greater as may be specified in the Service Agreement or Order Form. Where you have committed to a Minimum Spend in relation to the Services, if you have failed to meet the Minimum Spend in any relevant twelve (12) month period then you shall pay to us, within thirty (30) days of the end of that period, the shortfall between the Minimum Spend for that period and the accrued Service Charges relating to the Services for that period.

16.3. If this Agreement or any individual Services are terminated during the Initial Term or any agreed term for the relevant Service(s) and you received free or subsidised installation or activation or any other contribution towards costs of any Services, Products, Equipment, Lines or third party termination charges as part of the Service Charges or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

16.4. After the expiry of the Initial Term, unless otherwise agreed with you in writing, your contract will automatically renew for a further period of twelve (12) months and this becomes your new Initial Term. This automatic renewal reoccurs on each twelve (12) month anniversary until the Agreement is terminated by either party by giving at least thirty (30) days written notice, or greater as may be specified for each Service, to expire no earlier than the end of the then current Initial Term. Such automatic contract renewal will be on the same terms and, unless otherwise agreed in writing, the same Minimum Spend will apply.

16.5. Paragraph 16.4 shall not apply to you if your business meets criteria as defined by Ofcom which would classify you as a residential or small business Customer unless you have opted into the automatic contract renewal at the point of placing your order by ticking the applicable box on the Service Agreement.

## 17. Changing the Agreement

### 17.1. In general

17.1.1. If you ask us to make any change to the Services or Rental Equipment we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Agreement will be changed when we confirm the change to you in writing.

### 17.2. Conditions

17.2.1. We may change the terms and conditions of the Agreement (or any document comprising part of the Agreement) at any time on giving you no less than one (1) months' notice. We will notify you of any changes in writing, which may be an inclusion with your monthly bill, and will post any changes or new terms and conditions on [www.gamma.co.uk](http://www.gamma.co.uk). You agree that if you continue to use the Services following such notice being given you will be bound by the new Conditions.

17.2.2. In any given calendar year we shall be entitled to give you one month written notice to increase the Service Charges by an amount equal to the change in the annual UK Consumer Price Index ("CPI") rate published by the Office for National Statistics (or by any other body replacing that office) in the month preceding the

increase plus 3.9%. Should CPI be a negative rate then the 3.9% increase will apply. Service Charges for individual Services may be increased in accordance with this clause at different times in any given calendar year. This increase is in addition to any other increase to Service Charges which we may need to apply in accordance with 17.2.3.

17.2.3. We shall be entitled to increase the Service Charges at any time with a minimum of one (1) month written notice where such an increase is due to an increased cost of providing or maintaining or improving the Service or due to an increase in our costs caused by a third-party supplier, or a legal or regulatory change. Such increase shall be communicated to you by email or by updating the relevant pricing documentation in the Portal.

### 17.3. Material Adverse Effect

17.3.1. If we make a change to any of the Services we provide to you and you can demonstrate that change has a material adverse effect on your use of the Service then the termination charges detailed in paragraph 15.2.1 will not be payable by you if you wish to terminate the affected Services before the end of the Initial Term applicable to that Service. Termination charges for any subsidised installation as described in paragraph 15.2.1 will remain in effect and will be payable by you. All other Services shall remain unaffected by this termination. In the case of termination under 17.2.3 an increase of more than 10% in any twelve (12) month period (excluding any increase under 17.2.2) shall amount to a material detriment.

## 18. Transferring the Agreement

18.1. You cannot, and cannot try to, novate, assign or transfer (in whole or in part) this Agreement or the benefit of or the rights under this Agreement to anyone else. We may novate, assign or transfer (in whole or in part) this Agreement to any Associated Company.

## General Conditions

### 19. Giving notice

19.1. Any notice given under this Agreement must be delivered by hand or sent by email or prepaid post as follows:

19.1.1. to us at the address or email address shown on the Service Agreement or on your last invoice, or at any other address or email address we give you;

19.1.2. to you at the address you have asked us to send invoices to or to the email address you have given us.

19.2. Any notices that we may send to you from time to time concerning your account, shall be sent to the main contact we have registered on your account. It is your responsibility to inform us of any changes to your nominated contact. We shall not be liable for any consequence of sending such notices to the incorrect contact unless due to our negligence.

### 20. Entire Agreement

20.1. The Agreement (including these Conditions, the documents referred to in them, the Service Agreement and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes any and all other written, recorded and oral communications between you and us in connection with the Services. In no event shall the pre-printed terms and conditions found on any purchase order, acknowledgement, or other form provided by you be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties and such pre-printed terms and conditions shall be null and void and of no force and effect.

## 21. Severance

21.1. If any of these Conditions or any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

## 22. Reliance

22.1. You acknowledge that you have not been induced to enter into this Agreement by, nor have you relied upon, any representation, promise, assurance, warranty or undertaking (whether written or oral) by or on behalf of us or any other person save for those set out in this Agreement, except in the case of fraud.

## 23. No waiver

23.1. If you breach these Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions.

## 24. Survival

24.1. Any Conditions which are expressed to survive expiry or termination shall survive expiry or termination of the Agreement however caused.

## 25. Third Party Rights

25.1. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 26. Governing Law and Jurisdiction

26.1. Subject to paragraph 26.2, this Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

26.2. We are a member of Ombudsman-Services who offer an independent dispute resolution service. If your business meets their eligibility criteria, you are entitled to refer any complaint to Ombudsman-Service should you deem that we have failed to address a complaint to your satisfaction.

26.3. In certain jurisdictions where a third party supplier is providing the Services, then the relevant third party provider has the right to require a letter of undertaking or authority, or similar document from you or your end user in a format prescribed by the third party supplier. We shall have no obligation to provide any Services until it receives such letter or document. If a Service Agreement requires the delivery of Services in a jurisdiction where, in order for such Service Agreement to be enforceable, additional terms must be added, the parties shall incorporate such additional terms in the Service Agreement (preserving to the fullest practicable extent this Agreement)

## 27. Applicable Conditions

27.1. This Agreement will continue in respect of each Service for the Initial Term applicable to each Service and thereafter unless and until terminated in accordance with this Agreement.

27.2. These Conditions apply to the provision of all Services.

27.3. Where we publish separate conditions for specific Services, both conditions will apply but those conditions will take precedence over these Conditions in the event of inconsistencies between them.

27.4. These Conditions in their entirety shall take precedence over any terms which may form your purchase order for any of the Services.

## 28. Publicity

28.1. We may make reasonable references to you (including the use of your business name or logo) as a purchaser

of the Services in our advertising and/or promotional literature and other materials.

## 29. Definitions

“**Applicable Data Protection Legislation**” means (a) the Data Protection Act 2018; (b) the GDPR, read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules, to the extent it is applicable to the UK; and (c) from the date of implementation, any applicable secondary legislation in the UK that relates to the protection of Personal Data.

“**Associated Company**” means, as appropriate, the ultimate holding company of either party or any subsidiary thereof.

“**Business Day**” means any day other than a Saturday, Sunday or a public holiday in England.

“**Call**” means a signal, message or communication which is silent, spoken or visual that we agree to transmit for you under this Agreement.

“**Conditions**” means these Conditions for Communications Services and any other conditions specific to other Services (“Supplementary Conditions”).

“**Contract Commencement Date**” means the date your Initial Term commences.

“**Contractual Delivery Date**” means the date the physical tail circuit is connected to your site.

“**Contract Renewal**” means an automatic renewal of your contract for a further 12 months after the Initial Term and each subsequent 12 month renewal thereafter.

“**Customer Requirements Form**” means the document that captures your requirements on which the Agreement is based.

“**Service Level Agreement**” means the provisioning and fault management support processes and escalation paths as may be published and varied by us from time to time.

“**Data Controller**” shall have the meaning set out in the Applicable Data Protection Legislation.

“**Data Processor**” shall have the meaning set out in the Applicable Data Protection Legislation.

“**Data Subject**” shall have the meaning set out in the Applicable Data Protection Legislation.

“**Emergency Calls**” means calls made to 112, 999, 18000 numbers or other such numbers as may be designated for emergency use at any time.

“**Equipment**” – including but not limited to the preconfigured router, switches, power over ethernet switches (POE), handsets or any other Equipment we may provide as part of the Service.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Initial Term**” means each initial and subsequent period of service for each Service as shown on the Service Agreement, the initial period to start on the date on which the relevant Service is first made available to you for use. For the avoidance of doubt, if the Initial Term is not stated on the Service Agreement, the Initial Term will be 36 months..

“**Line**” means a connection to our network or that of our suppliers, whether direct or indirect.

“**Minimum Spend**” means in relation to each Service the monthly minimum spend commitment as outlined in the Service Agreement or otherwise in any agreed tariff plan referred to in the Service Agreement constituting the minimum amount you agree to pay to us each month (or

other frequency as specified) for that Service regardless of your actual use of the Service.

**“Portal”** means the secure Gamma website containing pricing and other service information (including Service Literature) which can be used by Customers for managing processes including the placing and cancellation of orders and the downloading of invoices.

**“processing”** (and other parts of the verb ‘to process’) shall have the meaning set out in the Applicable Data Protection Legislation.

**“Rental Equipment”** means the equipment identified on the Service Agreement or otherwise notified to you in writing that we will rent to you as part of our provision of the Services and which you will return to us after expiry or termination of the Agreement, subject to the provisions of this Agreement.

**“Sale Equipment”** means the equipment identified on the Service Agreement or otherwise notified to you in writing that we will sell to you, subject to the provisions of this Agreement.

**“Service”** or **“Services”** means all or part of the Services explained in paragraph 1 or identified in the Service Agreement and any related services that we agree to provide to you under this Agreement.

**“Service Agreement”** means (i) where you place an order with us by telephone, the confirmation of order accompanying these Conditions for Communications, or (ii) where you place a written order, the document you sign when you become our customer, in each case detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the Services for and the Service Charges at which you will be charged and which forms part of this Agreement, or (iii) when you place an order through our Portal, the online order submitted to us by you through such Portal.

**“Service Charges”** means the charges (including Tariffs) specified or referred to in the Service Agreement or these Conditions in connection with provision of the Services by us, it may also include fees for Connection and re-Connection, Cancellation Fees (where applicable) and any costs incurred in collecting outstanding payments from you.

**“Site”** – each of your sites where the Service will be provided, as may be specified in the Customer Requirements Form.

**“Standard Tariff”** means the list of call rates as may be published and varied by us from time to time (currently available at [www.gamma.co.uk/legal](http://www.gamma.co.uk/legal)).

**“Tariff”** means our call rates specified or referred to in the Service Agreement or these Conditions and as amended from time to time under paragraph 17.2 above. For the avoidance of doubt, any tariff sheet provided by you is not a valid Tariff.

**“we”** and **“us”** and **“our”** means the Gamma entity set out in the relevant Service Agreement (including but not limited to Gamma Business Communications Ltd, Gamma Network Solutions Ltd, Gamma Telecom Ltd and Gamma Communications Ireland Ltd all with registered address at 5 Fleet Place, London EC4M 7RD.

**“you”** and **“your”** means the customer we make this Agreement with, as set out in the relevant Service Agreement. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.