

Velocity1 agrees to make available to the Customer the Facility described below on the following Terms and Conditions:

1. Definitions

In this Agreement:

The Order Form, these Terms and Conditions constitute and set out the entire agreement (“the Agreement”) between the Customer and Velocity1 relating to the provision and where applicable the installation of the Facility. If there is any inconsistency between these documents they shall take precedence in that priority order.

“**Agreement**” means this agreement between Velocity1 and the Customer for the provision and where applicable for the installation of the Facility.

“**Charges**” means rental, installation charge and any other charge payable by the Customer to Velocity1 hereunder.

“**Credit/Debit Card Machines**” means machines used to connect to the Customers’ bank using a telephone line to facilitate debiting a credit or debit card of a customer.

“**Customer**” shall include any individual, partnership, firm, trust, body corporate or incorporate, government or government body, Licensor or agency and a reference to a person includes a reference to that person’s successors and assigns with whom Velocity1 makes has made or is deemed to have made an agreement for the provision to such person of the facility and also means a person to whom such facility has been or is being provided.

“**Facility**” means the provision of broadband communications facilities, including whatever additional voice, hosted PBX or other services which are provided by means of such facilities.

“**Initial Period of Service**” means twelve (12) calendar months from the Ready for Service (RFS) date. Velocity1 may from time to time make its services available on a promotional basis. These promotions will be subject to special conditions which amend these conditions and will be notified to the Customer with details of the promotion. Promotions may also be subject to qualifying conditions which the Customer will need to meet.

“**Installation Charge**” means the once off non-recurring charge payable by the Customer for initial provision and where applicable installation of the Facility.

“**Kit**” means equipment comprising of, inter alia, hardware and software.

“**Operator**” means any person authorised to provide an electronic communications network or electronic communications service pursuant to the Privacy and Electronic Communications (EC Directive)(Amendment) Regulations 2011(“the Regulations”) as amended;

“**Order Form**” means the relevant form of order or other such appropriate form for the facility issued by Velocity1 which the customer completes and communicates to Velocity1.

“**Pack**” means the type of Facility chosen by the Customer comprising, inter alia, the phone system, minutes and broadband.

“**Premises**” means the location where the Facility is provided.

“**Ready for Service date**” otherwise “RFS date” means the date on which Velocity1 establishes the Facility for the Customer.

“**Rental**” is the recurring charge payable by the Customer to Velocity1 in respect of the Facility.

“**Welcome Letter**” means any letter supplied to the Customer with the Kit.

“**Velocity1**” means Velocity1 Limited having its registered office at 11 Rutherford Way, Wembley Park, HA9 0BP

“**Velocity1 Broadband**” means the Facility.

“**VoIP**” refers to Voice over IP (Internet Protocol) the protocol on which voice calls are carried on an IP network, including the Internet.

The Agreement supersedes and replaces all prior communications, drafts, contracts, representations, warranties, undertakings and agreements of whatever nature whether oral or written, between the parties to the Contract.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

The parties agree that the fact that this Agreement may be stored or exchanged in electronic form shall not affect its validity.

2. Facility

The Customer hereby agrees to avail of the Facility subject to the provisions of the Telecoms Framework Regulations in force for the time being and the provisions of any legislation applicable thereto (all together hereinafter referred to as “the Regulations”).

3. Installation

The Facility shall be provided by way of installation of the Facility at the Premises by a Velocity1 technician or agent. You are obliged to be present at the Premises during this installation.

4. Bundled Minutes

In the event that Customer usage excludes the bundle of minutes included in the Facility, Velocity1 may, without prejudice restrict usage (if a misuse of the service is suspected) or, the Customer will be invoiced at a per minute rate in excess of the bundled minutes outlined in the Order Form.

5. Emergency Calls

Emergency calls to 112 and 999 will be directed to the emergency services but no guarantee can be made about the reliability of these calls. Customers should especially be aware that power outages are likely to render computer equipment and internet connectivity non-functional and therefore preclude use of the service for emergency calls.

6. Ancillary Services

Ancillary Services means services such as credit/debit card machines and fax machines and monitored alarms. The Customer must inform Velocity1 if they require such services at ordering and an extra charge may apply.

7. Contract Period

7.1 This Agreement shall commence on the Ready for Service date and shall be for the Initial Period. This Agreement may be terminated after the Initial Period of Service or any subsequent contract periods by giving Velocity1 not less than thirty (30) days written notice. If a Customer wishes to end this Agreement before the end of the Initial Period of Service, Velocity1 shall be entitled to charge the Customer fees which would have been payable by the Customer for the balance of the Initial Period of Service.

7.2 Once the Facility is activated irrespective of whether the Customer has implemented internal structures to utilise the Facility, the Customer shall be invoiced within 30 days of Ready for Service date.

7.3 If Velocity1 fails to begin invoicing as outlined in 7.2, nothing precludes Velocity1 from back invoicing from the RFS date.

8. Pre- Ready for Service.

8.1 If the Customer cancels their order for the Facility prior to the RFS date, the Customer shall be obliged to pay a cancellation cost which reflects the costs incurred by Velocity1 (or its agents) in the provision of the Facility to meet the RFS date (such as site survey, engineering or other civil work). The Customer shall also be obliged to return any loan equipment which may have been provided to it by Velocity1. Any equipment shall be returned to Velocity1 at 11 Rutherford Way, Wembley Park, HA9 0BP. In the event of any equipment not being returned to Velocity1 within ten (10) days of the cancellation of the Order for the Facility, the Customer shall be charged by Velocity1 and shall pay to Velocity1 such sum as agreed as being the charge payable in respect of the non-return of any Kit.

8.2 If the Customer cancels scheduled porting or scheduled engineer visits the Customer shall be obliged to pay £100 during the Installation Period (prior to the RFS date).

8.3 If Velocity1 determines that the Service cannot be delivered, Velocity1 shall notify the customer and offer an alternative Service. The Customer has 5 days to indicate his acceptance of this offer.

8.4 The installation will only take place within 3m of the existing cable; if further cabling is required Velocity1 will invoice you for such work.

9. Cancellation – information required

9.1 Once the Initial Period of Service and any subsequent contract period is over, you can end the Service by giving us one (1) month's notice in writing at any time. Please email cancellations@velocity1.co.uk or post to Cancellation Department, Velocity1 Limited, 11 Rutherford Way, Wembley Park, HA9 0BP. Termination requests over the telephone are not sufficient.

9.2 If you terminate during your Initial Period of Service or any subsequent contract term Velocity1 will invoice you the rental charge for the remaining months in your contract, including if the Customer migrates the Service to another operator.

10. Faults

If a fault or degradation of the service occurs Velocity1 must be contacted immediately. A credit shall not be given until Velocity1 is satisfied that there is a fault on their network. A credit will only be given from the date the fault is logged until the date that it is resolved. All credits are outlined in our **Service Level Agreement** on our website.

11. Ordering

11.1 The Customer agrees to provide Velocity1 and its agents with all such information and cooperation including, inter alia, suitable Premises, equipment and services as Velocity1 may reasonably require from time to time enabling it to provide the Facility. Velocity1 may, in its absolute discretion, refuse to provide the Facility where such information or co-operation is not furnished by the Customer.

11.2 On the placing of the order for the Facility, the Customer shall be provided with:

- (a) the RFS Date by Velocity1;
- (b) Velocity1 shall provide it with the use of a Customer Premises Switch for the duration of this Agreement to facilitate connection to the Facility.
- (c) Velocity1 shall provide an engineer to carry-out the installation;

11.3 Subject to Clause 17.1 Velocity1 warrants that the Facility will be provided with due care skill and diligence and any materials used will be sound and reasonably fit for the purpose for which they are required.

11.4 Velocity1 does not warrant that the Facility will meet the Customer's requirements or that the operation of the Facility will be uninterrupted or error-free.

12. Charges

12.1 The Customer agrees that without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by or by agreement in respect of the Facility.

12.2 Should you disagree with any Charges shown on your bill you are requested to write or phone Velocity1 before the date that payment is due highlighting the Charges that you are querying; all other Charges will remain due at the payment date. If the Charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect Charges; if an amount remains outstanding we will advise you of the amount and the new payment date. Unless a credit is issued the full amount remains due.

12.3 Velocity1 reserves the right to increase or decrease our fixed charges and/ or introduce new fixed charges from time to time. If we increase any of our fixed charges or introduce new fixed charges, we will give you twenty one (21) days prior notice.

12.4 Velocity1 will invoice all monthly recurring Charges monthly in advance and all nonrecurring and usage based Charges monthly in arrears, payable within twenty one (21) days of the invoice date;

12.5 If a Customer has an inquiry in relation to the Charges they must contact Velocity1 within 21 days of the date of invoice. Velocity1 will not credit a customer who does not notify Velocity1 within 60 days of their issue arising.

12.6 We will send all bills and notices for Services to your billing address and you should send any notice to us to our address indicated on our invoice. You must tell us straightaway about any change in the billing address. We allow 48 hours for you to receive bills and notices through the post. You agree that after 48 hours we can assume you have received the bill or notice. With your consent, we may be able to send you bills and notices by e-mail.

12.7 We reserve the right to assign all payments received or credits against the oldest invoice on your account.

13. Termination/Suspension

13.1 This Agreement may be suspended or terminated by Velocity1 for breach of its terms, payments overdue by 15 days or greater or, otherwise in accordance with the Regulations.

13.2 Subject to the provisions of clause 14.3, this Agreement may be terminated by either party on two month's written notice to the other.

13.3 If the Customer terminates this Agreement during the Initial Period, Velocity1 may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided notice of such termination is addressed to Velocity1 and the Customer agrees to pay to Velocity1 as a termination charge, such sum as represents the remaining Rental due for the Initial Period.

13.4 On termination of this Agreement for whatever reason, the Customer shall return to Velocity1 within fourteen (14) days of such termination any equipment, the use of which may have been supplied to it pursuant to clause 7.2 by Velocity1 as part of the Facility. In the event of failure by the Customer to return any or all of the Kit the Customer shall become liable to pay to Velocity1 the total cost of the equipment which the Customer has failed to return.

13.5 If the Customer is suspended no activity may take place on their account such as porting number to other networks, upgrading of services. The suspension will be revoked once all invoices are paid.

13.6 If the Facility is not used for a continuous period of 6 months, Velocity1 reserves the right to cancel this Agreement.

14. Porting

14.1 Where this Agreement is terminated by the Customer for the purposes of availing of any number port transfer, the transfer to another authorised operator shall not come into effect until such time as the Customer has paid to Velocity1 all Charges due and owing, up to the date of termination together with all Charges arising from such termination as set out in this clause 14.

14.2 Transferring to another authorised operator can only be facilitated where Velocity1 have a Number Porting Agreement in place with the relevant service provider.

Provision of the Facility may result in temporary loss of telephone Service to the Customer during the period in which initial installation of the Facility is taking place.

14.5 If another authorized operator requests a port out for a Velocity1 customer under EU Directive 2009/136/EC in one day, Velocity1 has no liability if the numbers ported fail or do not work once ported out of the Velocity1 network, otherwise a delayed port will take place.

15. Network Maintenance

15.1 The Customer agrees that from time to time it may be necessary for Velocity1 to temporarily suspend the Facility during periods of repair, essential maintenance or alteration or improvement to Velocity1's telecommunications network or otherwise in accordance with the law. Where possible Velocity1 will give the Customer notice prior to such suspension of the Facility and Velocity1 shall restore the Facility as soon as possible after such suspension.

16. Broadband Speeds

Velocity1 will not actively monitor lines and you must inform Velocity1 of the degradation of the speed once noticed. Once the degradation is reported and confirmed by Velocity1, the Customer's speed will be amended to the best available speed that the line supports from the date the degradation was reported.

17. Liability

17.1 If Velocity1 is in breach of any express or implied obligation its liability shall be limited to:

- a) Correcting the relevant fault, at its own expense; or
- b) At the option of Velocity1, reimbursement of the price of the Facility in question;

17.2 Velocity1 shall have no further liability to the Customer in contract, tort or otherwise including any liability for negligence or breach of duty whether occasioned by the negligence of Velocity1, its employees, agents or otherwise, in respect of the following:

- (i) any loss of revenue, business, contracts, Anticipated Savings, or profits; or
- (ii) any loss or corruption of data or software configuration; or
- (iii) any indirect, consequential, special, incidental or punitive loss, including loss of profit or cost of provision of substitute facility howsoever arising.

“Anticipated Savings” means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Facility.

17.3 In so far as the same is permissible by law, Velocity1 shall not be liable in contract, tort or otherwise for any loss, injury or damage, arising directly from:

- a) any act, omission, error, default, failure or delay in respect of the provision, installation, operation, maintenance or termination of the Facility;
- (b) any failure of the Facility;
- (c) any failure of, or defect in, anything provided as a part of or in association with the Facility.

17.4 Nothing in these conditions of service shall exclude or limit the liability of Velocity1 for death or personal injury resulting from the negligence of Velocity1 or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

17.5 In no event shall Velocity1 be liable to the Customer for damage suffered by the Customer as a consequence of acts or omissions of third parties. The Customer acknowledges that it accesses the Internet at its own risk and that Velocity1 has no responsibility for any goods, services, information, software or other materials accessed by the Customer whilst using the Facility.

18. Indemnity

The Customer shall indemnify Velocity1 against all claims made against Velocity1, for loss, damage or injury to any person or property occasioned by or arising from the use of the Facility by the Customer.

19. Defects/Faults

The Customer shall notify Velocity1 as soon as possible after a defect, fault or impairment in the operation of the Facility is detected, and Velocity1 shall endeavour to attend as soon as practicable during normal business hours to the fault at the Premises or at whichever location Velocity1 considers the reported fault to be located.

20. Security

20.1 We may provide you with PIN numbers, passwords or other security measures in connection with your access to the Facilities. These must be changed immediately on receipt to ensure security of your Facilities. These passwords should be changed regularly to ensure continued security of the Facility. Velocity1 is not responsible for any unauthorised access to your Facilities. It is your responsibility to ensure that your password is secure and you will be liable for all charges during any unlawful access.

20.2 If you suspect that any of them has become known to an unauthorised person you must inform us immediately.

21. Force Majeure

21.1 Velocity1 reserves the right to charge the Customer reasonable costs and expenses incurred by Velocity1 in providing maintenance services where the need for maintenance services results from any one of or a combination of the following:

- (i) acts of God, lightning, electric voltages and currents impressed on the telecommunications line by lightning or otherwise, fires, floods, storms or other catastrophes; or
- (ii) government control, restrictions or prohibitions; or
- (iii) any other act or omission of any public authority (including Government) whether local, national or international; or associated with any telecommunications systems other than that of Velocity1 ; or
- (iv) the willful or negligent act or default of the Customer or of any supplier, agent of the Customer; or
- (v) failure of the Customer to comply with any of the provisions of this Agreement; or
- (vi) fault in or other problem; or
- (vii) any other cause whatsoever which is beyond the reasonable control of Velocity1;

22. Miscellaneous

22.1 Velocity1 reserves the right to alter these terms and conditions upon without notice being given to the Customer except where the alteration is material change to the terms.

22.2 You may not transfer or try to transfer your Service or any of your rights and responsibilities under these Conditions. We may transfer any of ours without your permission, except where this would result in a worse Service to you.

22.3 We can record any conversations between you and our staff for training or validation purposes.

22.4 Each of our rights, remedies and powers under these Conditions are cumulative and will not exclude us from any other right, remedy or power at any time.

22.5 If a clause or condition of these Conditions is not legally effective, the remainder of these Conditions shall be effective. We can replace any Condition that is not legally effective with a Condition of similar meaning that is.

22.6 We may use credit reference agencies to help us make credit decisions or for fraud protection. You agree that we may register information about you and the conduct of your Account with any credit reference agency and that any such credit reference agency may make decisions solely by automated means. For the purpose of fraud prevention, debt collection and credit management, information about you and the conduct of your Account may be disclosed to debt collection agencies, security agencies, financial institutions or other phone companies. You also agree that we can do those things that are permitted from time to time under our registration under current data protection legislation.

22.7 The Facility is provided in accordance with the relevant product description in the Regulations. The Customer acknowledges that the relevant product description may contain limitations and constraints on the use of the Facility. The customer agrees and undertakes to adhere to these constraints and restrictions.

22.8 The Facility is provided solely for the Customer's own use and the Customer shall not resell the Facility (or any part of the Facility) to any third party.

22.9 Unless expressly provided in these Conditions, no Condition is enforceable by any person who is not the purchaser of the Services.

22.10 These Conditions and all associated order forms represent the entire agreement between us in relation to the Services.

Neither of us has entered into this agreement in reliance upon (and, to the extent permissible under applicable law, we do not have any liability in relation) any representations, term or condition not expressly set out in these Conditions.

22.11 Any dispute arising between the parties shall be referred by you initially to the Customer Relations Manager for the purposes of the Conditions in order that any such dispute may be resolved in good faith and any such dispute shall be conducted in accordance with our Dispute Resolution Procedure. For the avoidance of doubt and in the event of such a dispute, we shall continue to provide the Services in accordance with the Conditions unless otherwise requested by you.

22.12 Laws of England and Wales will apply to these Conditions and any disputes will be settled exclusively in the courts of England and Wales.