

Terms & Conditions: Businesses

This Agreement is between (1) Windsor Telecom Ltd (incorporated in England and Wales with company registration number 3752620) whose registered offices are at Wey Court West, Union Road, Farnham, Surrey, GU9 7PT, and (2) you, the customer.

We agree to provide and you agree to take certain services on the terms and conditions of this Agreement.

1. Definitions

In this agreement, unless the context otherwise requires, the following definitions shall apply:

Account	means the account in which we record the Charges incurred using the SIM. The account is accessible via the Website using your Account Details;
Account Details	means the log in and password for your Account;
Agreement	means the agreement between you and us for the supply of the Services comprising your Order and these terms and conditions;
Chargeable Services	means any services forming part of the Services for which charges are payable;
Charges	means the charges, including VAT where applicable, payable by you in consideration of the Service, as set out in your chosen Tariff and our standard rates;
Confirmation Notice	means our written confirmation that your Order has been accepted and setting out the Tariff, the delivery location and the estimated date for delivery for the SIM;
Credit Limit	means the maximum Charges that you may incur in any month, as specified in your Account or notified to you from time to time in writing;
Fair Use	The offer of free (UK only mobile to mobile) minutes between Windsor Telecom customers is subject to a fair usage policy. If, in the reasonable opinion of Windsor Telecom, we deem your usage to be unfair or excessive, we may ask you to moderate your usage. We reserve the right to change or withdraw this offer from your account in the event that excessive use continues; 'Unlimited' is subject to this fair use policy. For UK mobile voice calls it is 4000 minutes, for on-net, landline and voicemail calls it is 2000 minutes and for SMS it is 3000 SMSs.
Incoming Communications	means calls, texts and other communications received to the SIM;
Minimum Contract Period	means the minimum term for which you have agreed to receive the Services and pay the Charges, as specified in the Tariff and the Confirmation Notice;
Mobile	means any mobile phone or other equipment approved for connection to the Network through which you use the Service (if the Mobile is modified it ceases to be approved and is no longer a Mobile for the purposes of this Agreement);
Network	means the mobile telecommunications network provided by us or our licensors;
Offer	means any promotion or special offer made by us, including, but not limited to

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our “Free calls to other Windsor Telecom Mobile Phones” offer;

Order	Means your completed online order for Services;
Outgoing Communications	means calls, texts and other communications made from the SIM;
Roaming	means the use of the Service on a cellular telephone system other than on the Network provided from a country outside of the UK;
Service	means the service providing two-way communication of speech by wireless telegraphy via the Network and such other telecommunications services that we may make available including but not limited to Roaming, voicemail, text messaging, data, MMS which shall be paid for on a monthly basis in advance? in accordance with the Tariff;
SIM	means the subscriber identity module (a small card containing an electronic chip) supplied to you by us to enable you to access the Services;
Tariff	means the tariff selected by you for the Services which sets out the minutes, texts and data that are included in your monthly fixed payment and the cost of any additional texts, minutes or data used;
VAT	means Value Added Tax in the United Kingdom;
Warranty Period	means the manufacturer’s warranty period for the SIM, or 30 days, whichever shall be the longer period;
Website	means our website www.windsor-telecom.co.uk through which you can access your Account.

2. Price Plan:

- 2.1. All prices exclude VAT, which will be charged at the current rate where applicable, unless otherwise stated.
- 2.2. Prices and promotions are correct at time of going to press, but may change at any time. We will inform you of changes to your price plan in line with your airtime agreement.
- 2.3. Prices and information apply for pay monthly services where Windsor Telecom Limited is the Service Provider.
- 2.4. Prices for business phones and business tariffs only apply to business customers (not individual consumers) and are for business use only. The price plans are not made available for the purposes of resale, whether on a commercial basis or otherwise. If any of the price plans (or the services or devices which utilise the price plan) are used in such a way as to cause or be likely to cause Windsor Telecom to be in breach of any legal or regulatory requirements, Windsor Telecom reserves the right to suspend and/or disconnect the service(s) or device(s) and/or charge you at Windsor Telecom’s Standard List Prices.
- 2.5. You cannot move to a 30 day SIM only tariff at any time during your term. If you change your price plan to a different type any unused minutes will not be carried over.
- 2.6. Connections include a SIM card and are subject to status and signature of an airtime agreement. The agreement will be for a minimum term of 12 months. Depending on the contract you sign you may pay monthly line rental and other charges.
- 2.7. Changing tariffs within contract is solely at the discretion of Windsor Telecom.
- 2.8. All calls made in the UK between Windsor Telecom subscribers will not be charged for. Calling or receiving calls from another Windsor Telecom user outside of the UK will be subject to additional standard charges. This is subject to our fair use policy that is defined above.

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3. Commencement and Duration

- 3.1. The Agreement begins at the time that we accept your Order, deemed to be the date of the Confirmation Notice or the date on which the Service is first provided to you, whichever is the earlier.
- 3.2. Subject to earlier termination pursuant to clause 8, the Agreement will remain in effect for the Minimum Contract Period.
- 3.3. Save where termination is pursuant to clause 8.2 below, if: (a) the Customer terminates this Agreement during the Minimum Contract Period; or (b) pursuant to clause 7 below, we either cancel or suspend the Service during the Minimum Contract Period and do not reinstate it, you shall pay a sum equal to the Charge and any extra charges which would have been payable to us for the balance of the Minimum Contract Period. A discount may be offered for immediate settlement.

4. Service

- 4.1. Once you have submitted your Order, provided that we accept your Order, the Confirmation Notice will be shown online and we will email you a copy of the details in the Confirmation Notice to the email address supplied in your Order. We will also send you a SIM(s) together with your Account Details to the postal address provided in your Order and open an Account for you.
- 4.2. If your order includes mobile handsets any full or outstanding amounts owed for these handsets must be paid in advance of your account being set up and any SIM cards shipped to you. Part of this process will require your company to undergo and pass a credit check.
- 4.3. You are responsible for ensuring the accuracy of all information given in your Order and for giving us any necessary information relating to the SIM and Service within a sufficient time to enable us to supply the SIM and Service in accordance with this Agreement.
- 4.4. Windsor Telecom will activate the SIM(s) once they have been dispatched.
- 4.5. As part of the activation process Windsor Telecom will also turn on all chargeable data service options including Mobile Data, International Calling, 4G, Premium Services and Adult Content. You are able to withdraw access to any of these services by contacting our Customer Services team.
- 4.6. From 1st October 2018 new legislation to offer bill limits, Section 124S of the Communications Act 2003, comes into force. As part of this legislation Windsor Telecom will cap your service at a value of £50 plus your regular monthly service charge. You can amend, subject to credit checks, or opt out of the capping service by contacting your Account Manager and completing our Service Cap Modification form.
- 4.7. The Service is only available with one of our SIMs and cannot be used with any third party SIM card.
- 4.8. We will provide a self-service area on the Website in order to allow you to configure the SIM over the air (OTA) so that your Mobile can be automatically updated with relevant configuration settings whenever you replace your Mobile.
- 4.9. The SIM is provided to you under licence and remains our property at all times. You must take reasonable care of it and must not deliberately damage or alter the SIM or modify or add any additional device to it.
- 4.10. The Service is made available to you provided that:
 - (a) it is not used for anything illegal, immoral or improper, including, but not limited to, the unlawful provision of electronic communications services (as defined in the Communications Act 2003) to a third party;
 - (b) it is not used in any way which is not compliant with all applicable laws;
 - (b) it is not used to make offensive or nuisance calls, or for the purposes of any voice over internet protocol services or similar services or to make or receive reverse charge calls;
 - (c) it is not used to access, transmit, publish, display, advertise or make available material which infringes copyright, or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence;

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- (d) it is not used for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect other users of any telecommunications system;
 - (e) it is used in accordance with our Fair Usage Policy and/or any other instructions notified by us to you from time to time;
 - (f) it is only used with Mobiles approved for use with the Network and all relevant laws and rules are followed;
 - (g) you comply with any reasonable requests, in particular, in relation to the investigation of fraud or other offences;
 - (h) you are within range of base stations forming part of either the Network or any other telecommunication operator's system that has an agreement with us which permits Roaming; and
 - (i) you do not exceed any Credit Limit that we apply to your Account.
- 4.11. We will use our reasonable endeavours to make the Service available to you on the terms of this Agreement, but sometimes it may be affected by things outside of our control, for example, local physical obstructions, weather, the type of Handset being used, or faults in other telecommunication networks to which the Network is connected, and in such circumstances we shall not be liable to you for any failure to make the Service available to you.
- 4.12. Where part or parts of the Service is provided and/or supported by a telecommunications provider other than us, we shall not be responsible for those parts of the Service.
- 4.13. We do not guarantee that the Service will enable Outgoing Communications to all destinations available on the Network or that a call can be made to the access numbers associated with the Service from all points of access to the Network and we shall not be liable to you in the event that Outgoing Communications are unavailable. If you require constant access to the telecommunications networks you should also subscribe to one or more services from one or more additional providers to provide resilience. We cannot guarantee that coverage is available at any particular address.
- 4.14. You are responsible for ensuring the security of your Account and you must keep your Account Details confidential. We are not liable for any losses incurred as the result of loss, theft or misuse of passwords.
- 4.15. We will assume that any access made to your Account using the correct Account Details is made by you or a representative of your organisation. We will also assume that any use of the SIM is made by you unless you contact us and notify us that a third party is using the SIM. You are therefore responsible for all use of your Account and SIM. You should therefore notify us as soon as possible should you lose your SIM or suspect that it has been misused.
- 4.16. If the SIM is or becomes defective at any time please contact us as soon as reasonably possible and, subject to clause 4.177 we will provide an appropriate replacement or repair it free of charge.
- 4.17. We shall be under no liability in respect of (a) any defect arising from fair wear and tear; (b) any willful damage caused by you or any third party; (c) your negligence and/or failure to follow our or the manufacturer's instructions (whether given orally or in writing); (d) your misuse or alteration of the SIM without our prior written approval; (e) any other act or omission by you; or (f) any SIM returned by you which is alleged to have been faulty and/or defective in any way ("Alleged Faulty SIM") but following testing and/or inspection by us or the relevant manufacturer (or their authorised agents, employees or contractors), is reasonably determined by the such person(s), not to be faulty or defective in any way (a "No Fault Found Return").
- 4.18. If the SIM card is lost, stolen or damaged, we may charge you for a replacement.
- 4.19. The Service does not include the provision of a Mobile unless specified as part of a selected product offering as advertised. If a Mobile is provided by us as part of the Service then the "Windsor Telecom T&Cs Goods" apply to that Mobile.
- 4.20. We will deliver the Service to you using the most appropriate method, medium or technologies as decided by us at its sole discretion.
- 4.21. We reserve the right to alter the names, codes or numbers allocated by us from time to time for use in connection with the Service and all and such names, codes or numbers remain our property or that of our licensor.
- 4.22. For reasons beyond our control, there is a risk that communications made using the Service may be unlawfully intercepted or accessed by someone other than the intended recipient. Further, we have no control over the security of third party networks. As the internet is not a secure

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environment unwanted programs or material may be downloaded without your knowledge. These programs may perform actions that you have not authorised and possibly without your knowledge. You are responsible for protecting your Mobile and data against these types of programs.

4.23. We are not responsible for the content of any material made available and/or accessible by use of the Service.

5. Data Protection

You consent to the use of your personal data in accordance with UK GDPR.

6. Charges and Payment

- 6.1. The Charges applicable to the Service provided to you will be as per your selected Tariff.
- 6.2. If you use Chargeable Services which are outside your Tariff, then you will be charged at the applicable rate (see the International and Roaming Rate chart available on www.windsor-telecom.co.uk).
- 6.3. Because of delays in processing international roaming, charges may not appear on your bill for up to an additional 6 billing cycles after your return.
- 6.4. The Charges are payable by Direct Debit, unless otherwise specifically agreed.
- 6.5. In the event that the Direct Debit does not process payment for any reason during the continuance of this agreement we shall contact you to arrange for immediate payment by an alternative method.
- 6.6. We reserve the right to charge interest at the rate of 3% per annum above the current base rate of the Bank of England such interest to accrue and be compounded on a monthly basis from the date payment is due until payment is received in full, whether before or after judgment. We reserve the right to charge a £12.50 administration fee, in the event of non-collection of regular payment without prior notice from you.

7. Suspension and Disconnection of the Service

- 7.1. We may suspend your Account, the Service or disconnect any SIM from the Network without prior notice if:
 - (a) the Network breaks down or needs maintenance;
 - (b) our licence (or that of our telecommunications provider) to provide the Service or use the Network is suspended or terminated for any reason;
 - (c) you are in breach of the terms of this Agreement or any other Agreement with us;
 - (d) we have reasonable grounds to suspect that the Service is being abused or used fraudulently or illegally;
 - (e) where we, in our sole opinion, suspect or have reasonable grounds to suspect that the usage of the Service is disproportionate or abnormal compared to the usage that would be expected from a normal user of the Service or you exceed any Credit Limit that we apply to your Account;
 - (f) your use of the Service consistently reaches or exceeds Fair Use or we believe or suspect that you are abusing this limit or using it for commercial benefit;
 - (g) you damage the Network or any other telecommunications system or put it at risk, or abuse or threaten our staff; or
 - (h) we have reasonable grounds to believe that you have provided us with false, incomplete or misleading details (including, but not limited to, your name, current and/or previous address(es), date of birth, telephone numbers, employment information, and bank and credit or debit card information) when you placed your Order or if you have failed to tell us if any of these details have subsequently changed.

8. Termination

- 8.1. We may terminate this agreement at any time with immediate effect and without liability to you in the event that you:
 - (a) fail to satisfy any credit check that we undertake;

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- (b) fail to pay when due any sum payable under the Agreement;
 - (c) become bankrupt;
 - (d) are in material breach of any terms of this agreement and (where such breach is capable of remedy) fail to remedy such breach within 14 days of being notified to do so;
- 8.2. You may terminate this Agreement in the event that:
- (a) We unreasonably exercise our rights of suspension of the Service, by giving us 14 days prior written notice;
 - (b) We exercise our right of variation of the technical specification of the Service such that performance of the same is materially degraded, by giving 14 days prior written notice;
 - (c) We are in material breach of our obligations under this agreement and fail to remedy such breach within 14 days of being notified to do so.
- 8.3. Following expiry of the Minimum Contract Period, either party may terminate the Agreement by giving the other not less than one calendar month's prior written notice.

9. Liability

- 9.1. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees, agents and sub-contractors) to you in respect of any breach of contract, misrepresentation, tortious act or omission (including negligence) arising under or in connection with the provision of the Service.
We do not exclude or limit liability for (a) death or personal injury resulting from our own negligence (b) fraud or (c) any other liability which may not be excluded or limited under applicable law.
- 9.2. Subject to clause 0, we exclude liability for all loss of profit, loss of business, reputation, goodwill, anticipated savings or loss or corruption of data (whether direct or indirect) and costs, expenses, damages and losses of an indirect or consequential nature, suffered or incurred by you or any third party which arising out of or in connection with this Agreement except where such liabilities arise as a result of our willful default or negligence.
- 9.3. We are not responsible for maintaining any insurance cover of any nature to cover any loss by you or any other party arising from the provision or unavailability of the Service or otherwise and any such insurance cover shall be your responsibility.
- 9.4. Subject to clause 0, our aggregate liability for any one event or series of events shall be subject to our Professional Liability Insurance cover.
- 9.5. You agree to indemnify us and hold us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against us by any third party located in any jurisdiction arising from any use of the Service constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify us in writing of any such claims of which you become aware. You further agree to offer all reasonable assistance to us in defending such claims at your sole expense.
- 9.6. You acknowledge and accept that provision of a Service and the use of mobile telephone handsets to connect to a Service involves the propagation of and exposure to radiofrequency radiation, which may be harmful. We do not accept liability to you or anyone with respect to the effects of the same.
- 9.7. We do not accept liability for any unsolicited information sent to you via other network operators' networks while you are Roaming.

10. Force Majeure

We will not be liable to you for any breach of this Agreement attributable to any event, act or omission beyond our reasonable control including, (but without limitation): act of God, pandemic, extreme adverse weather conditions, flood, fire, industrial action or lockouts; the act or omission of Government, highway authorities, or other competent authority; war, military operations vandalism or riot; the act or omission of any third party and national and/or civil emergencies provided that we have used reasonable efforts to mitigate the effect of such event, act or omission.

11. Intellectual Property Rights

- 11.1. All Intellectual Property Rights in the Services shall remain our property or that of our licensors.
11.2. You agree that any Intellectual Property Rights in the Services may not be reproduced or used in

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any way except for the purposes of using the services in accordance with the instructions or with our prior written consent.

- 11.3. We have not knowingly infringed any Intellectual Property Rights of any third party but we do not warrant or give any assurance to you that the Services do not infringe the Intellectual Property Rights of any third party.
- 11.4. You shall not (a) use any of our trade marks or trade names so resembling any of our trade marks as to be likely to cause confusion or deception; (b) register or apply to register any of our trade marks or any trade marks that are confusingly similar to our trade marks.

12. General

- 12.1. We may modify the terms of this Agreement at any time. We will notify you of any changes to the terms by posting them on the Website. By continuing to use a Service following any such changes you will be deemed to accept such changes.
- 12.2. We will notify you of any changes to the Charges before they become effective by posting changes on the Website. By continuing to use a Service following any such changes you will be deemed to accept such changes.
- 12.3. You may not assign any of your rights and responsibilities under this Agreement. We may assign or otherwise deal with any of our rights and obligations under this agreement without your consent.
- 12.4. If any provision (or part provision) of this Agreement is found by a Court or competent authority to be illegal, invalid or ineffective it shall be deemed to be deleted and the remaining provisions (and part provisions) shall continue with full force and effect.
- 12.5. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 12.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13. Governing law and jurisdiction

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of England.