

# Windsor Telecom

## General terms and conditions

Version 2.6

windsor telecom®
making technology easy and enjoyable

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# OUR RELATIONSHIP

# 1. Introduction to Windsor

Communicating, connecting and collaborating with customers and colleagues shouldn't be difficult. So, at Windsor Telecom we make it easy. We provide communication solutions for businesses of all sizes that make it easier for them to work together and deliver a brilliant customer experience.

We have a fantastic reputation for customer service, always putting you and your needs first, because that's what we love. And because of that we're one of the top-rated telecoms providers on Trustpilot with some great five-star reviews – have a read of our Trustpilot review page - https://uk.trustpilot.com/review/www.windsor-telecom.co.uk.

Our relationships with many of the UK's leading technology providers enable us to deliver technology that's always easy to use, and that makes an immediate impact on your working lives, right from the outset.

You get fully featured solutions at a great price, and we get around 6,000 happy customers who love us for our down-to-earth approach, our in-depth technical know-how and our customer-first service.

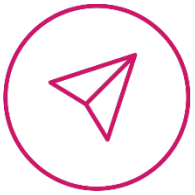
## Why our customers love working with us:



**Passionate People**
We love what we do



**Exceptional Experience**
We provide great service



**Straightforward Solutions**
We keep things simple

On the following pages you'll find details of our terms and conditions, written in an easy and enjoyable way – because that's how we want our relationship to be right from the beginning.

# 2. Guide to our Terms and Conditions

Our terms are broken into four core areas, your Customer Order Form, General Terms, Product Handbooks and Service Handbooks. Below we detail each of these documents and how they work together.

## 2.1 Our Customer Order Form

The Customer Order Form will show the key items of the products or services we will deliver and set out the pricing, together with any other key information.

A Customer Order Form is used for all orders placed, be this paper, electronic or portal based.

## 2.2 Our General Terms

The General Terms cover the core of our relationship with you and the key information detailing areas such as confidentiality, responsibilities and payment. In this document we do not cover product specific items, but more overarching terms for all services and products.

## 2.3 Our Product Handbooks

We have a range of Product Handbooks. These are collated into portfolio areas to make them easy to read with sub handbooks that detail individual product information. All handbooks are hosted on the Windsor Telecom website and available to download.

Communicate – This covers Inbound, Unified Communications, Call Manager+, SIP, Microsoft Phone System (DR), Contact Centre and Mobile Voice services.

Connectivity – This covers all our Broadband, 4G/5G data and Ethernet services along with Networking, Security and LAN services.

IT Services – This covers Microsoft 365 cloud services along with all Support and Engineering services and professional services.

Service - The Service Handbook covers the core service experience for our products, it will give you key information around contacting us, escalation points and the overall service you should expect from Windsor Telecom.

All our portfolio and service handbooks can be found at www.windsor-telecom.co.uk/terms

The nature of our Products means that these are regularly updated as technology changes and products are enhanced. Any change to these handbooks / terms will not be of a material detriment to the Customer. The latest version of these will always apply and be available on request.

## 3. Our definitions

**"Acceptable Use Policy"** means Windsor Telecom's policy for the use of the Services as revised by Windsor Telecom from time to time

"**Account**" means the record of all Charges due from a Customer

**"Activated"** means a service has been delivered by us or our supplier and is ready for use

**"Activation of the Service"** means the time or date when the service will be made available

"**Agreement**" means the agreement between Windsor Telecom and the Customer in respect of the Services comprising the Customer Order Form and these terms and conditions

**"Alternative Dispute Resolution"** is a process used to resolve a dispute between the Customer and Windsor Telecom

"**Charges**" means: (i) the charges payable in respect of the Services (as amended from time to time in accordance with clause 9.7 and set out in the Customer Order Form, or as otherwise notified to the Customer before they are incurred; together with all appropriate taxes and any interest due in accordance with clause 9.5

**"Charge Notice"** means any update to cost or a new charge that is raised at point of order or survey

**"Clean Order Check"** is a term used for Windsor Telecoms internal checks on all new orders to ensure that the correct information has been collected, ensuring a successful and smooth order

**"Connection Charge"** is any charge raised as a one-off fee to connect a service

**"Contract"** means the agreement between Windsor Telecom, the Customer and any Third Party or Supplier

**"Cancellation Acknowledgement Form"** a form used by Windsor Telecom for the Cancellation of Customer Services

"**Customer**" means the party named as such on the Customer Order Form to whom Windsor Telecom agrees to provide Services and by whom Charges are payable

**"Customer Equipment"** means any hardware and/or software owned, controlled or licensed by the Customer and provided to Windsor Telecom by the Customer or otherwise made available for the purposes of providing the Services

"**Customer Order Form**" means Windsor Telecom's Customer Order Form for provision of the Services completed by or on behalf of the Customer and agreed by Windsor Telecom

"**Customer Personal Data**" means data we hold about the Customer that is not necessarily available in the public domain and we use to deliver our Services

**"Early Termination Charges"** are fees or charges that are raised where any Contract is Terminated during the Minimum Term

**"Equipment"** means any hardware and/or software used by Windsor Telecom to provide the Services

**“End User Hardware”** means hardware owned and controlled by the Customer which may be used in conjunction with our Services but are not the responsibility of Windsor Telecom

**“Subject to Survey Charges”** Site survey or Excess Construction Charges (ECC) are additional charges raised by our Suppliers or IT support team to deliver the service. These charges are often a result of additional work being required to deliver a service or services

**“Initial Service Charge”** is the first charge either paid upfront or in the first month of the service going live

"**Intellectual Property Rights**" means all copyright, database rights, rights in software, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world now or in the future

“**Minimum Term**” means the shortest duration during which Windsor Telecom shall provide the relevant Service and shall be the period identified as the "Minimum Term" in the Customer Order Form or if no such period is specified, twelve (12) months

**“OFCOM”** means the Office of Communications

**“Operator”** means the provider of access to the Telecommunications Network

**“Order**” means a Customer's order for services made on a Customer Order Form

**“Order Committed Date”** is the date for when the Order will not be able to be cancelled without incurring an Early Termination Fee

“**PSA**” means the regulatory body now known as Phone-paid Services Authority and formerly known as the Independent Committee for the Supervision of Standards of Telephone Information Services

**"Porting" or "Port"** means to move the end-user's destination number or services from one Operator to another Operator

**"Portal Users"** means the persons with access to the My Windsor or any online portal provided or facilitated by Windsor Telecom

**“Product Handbook”** means a set of detailed legal documents that cover Windsor Telecom’s core products, detailing the service experience and individual product attributes not covered in the General Terms

**“Proposal”** is a document created by Windsor Telecom to present to the Customer that details the Technical solution we are presenting for the Customer

**“Physical Installation”** means a Service or Product that needs an engineer to attend the Customer’s site or sites to install hardware or software

**“Rebate”** means a payment due to the Customer in accordance with the Customer Order Form

“**Regulation**” means law or regulation affecting the provision of the Services, including the General Conditions published by OFCOM from time to time, and any applicable or relevant rule or regulation published by PSA

“**Service**” means the Services as set out in one or more Customer Order Form and Product Handbook for the Customer or otherwise notified in writing by Windsor Telecom to the Customer

**"Service Credits"** are monetary amounts raised by Windsor Telecom in the event of us failing to deliver on our Service

**"Service Desk"** is the Windsor Telecom team available to support and provision our Services

**"Service Equipment"** means hardware or software provided by Windsor Telecom or one of our Sub Contractors used to deliver part or all of the Service provided by Windsor Telecom

"**Service Failure**" means any failure, error or defect in the provision of the Services by Windsor Telecom but excludes failures, errors or defects arising from, caused by or contributed to by the Customer's acts or omissions or by third parties including other providers of telecommunications, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond Windsor Telecom's reasonable control

**"Service Level Agreements"** are specified in the relevant Product Handbooks and present an Agreement to the Customer in relation to certain quality metrics that should be expected

**"Service Locations"** means the Customer's locations at which we are providing our Services

**"Software"** means the software provided by Windsor Telecom to the Customer for the purposes of enabling the Customer to use the Services

**"Site Survey"** is a service provided by Windsor Telecom, our suppliers or a third party to gain information around the Site or location to help provide our services

**"Subcontractors"** means any third party that Windsor Telecom may from time to time use to deliver part or all of the Service or Services

"**Telecommunications Network**" means the public and private telecommunications systems accessed by the Telephone Number or by which the Services are made available

"**Termination Payment**" means the payment due following an early termination of the Minimum Term, as set out in clause 11

"**Windsor Telecom" or "we"** means Windsor Telecom Limited (company number 03752620) whose registered office is at Wey Court West, Union Street, Farnham, GU9 7PT

**"Windsor Telecom Site"** means the premises owned or controlled by Windsor Telecom or by its contractor at which any of the Equipment and/or Customer Equipment is located or is to be located.

# 4. Terms of this agreement

4.1 Windsor Telecom will provide our Services to You, the Customer, in accordance with the terms and conditions of this agreement. This contract, together with the Customer Order Form and linked Product Handbooks contain the entire agreement between Windsor Telecom and You in respect to services, and replaces any prior written or oral agreements, representations or understandings. For the avoidance of doubt this contract supersedes any contract signed by a business that has been acquired by Windsor Telecom.

4.2 Customers will place an Order to Windsor Telecom for Services. Orders will be placed in accordance with our Product Handbooks. All Orders are placed via an electronic order form provided by Windsor Telecom or an agreed other method that would be formalised in writing.

4.2.1 The Agreement will come into force when the Customer has signed the Customer Order Form, and when we have accepted the Customer Order Form.

4.2.2 The Service is deemed ready for use when you start using the Service or the Service is available to you. Where a Service is delivered over multiple phases, Windsor Telecom will consider the Service live from the first installation, with billing commencing for the partial Service that has been delivered.

4.3 Any Order placed by the Customer is to be signed by a person authorised to do so on behalf of the Customer's company.

4.4 The Customer's account holder details supplied in the Customer Order Form will be used to create your My Windsor or other Portal Login details. This user will have full administrative and ordering rights for your Account. If you require additional Portal Users, then these details can be requested over the phone but should be confirmed in writing to Windsor Telecom.

4.5 A signed Order from the customer will need to be accepted by Windsor Telecom. The order is considered accepted when we have completed a Clean Order Check and confirmed the Order is ready to be progressed. Once an order is accepted by Windsor Telecom, each Order shall form a separate contract between the Customer and Windsor Telecom, incorporating the terms of this Agreement, the Customer Order Form and Product Handbook. In the event of a conflict of terms in this agreement the following order of priority shall apply, (1) Customer Order Form, (2) Product Handbook (3) Standard Terms.

4.6 The Minimum Term for all products are stated on our Customer Order Form. This Agreement commences on the date signed by both parties and shall continue until terminated by either party giving 90 days notice. The Minimum Period will start from the Activation of the Service. If an Order contains Services that are delivered over an extended period then the Minimum Period will start from the last service delivered from the order.

4.7 If the Customer terminates the Contract during the Minimum Term, the Customer shall pay to Windsor Telecom an amount equal to the balance of payments that would otherwise have been due from the Customer for the remainder of the Minimum Term ("Termination Payment"). In the event that payments under the Contract are based on usage of the Goods and/or Services, or rebates rather than recurring charges, such as Inbound, the Termination Payment shall be calculated by reference to the average monthly usage charge, or the rebate paid to the Customer by Windsor

Telecom, for the period prior to termination. For the calculation of averages a 3-month period will be used.

4.8 Following the Minimum Term, the Contract will be based on 90 days notice for cancellation based point of cancellation, unless otherwise stated in the relevant Product Handbooks. In some cases, based on the Customer's billing date, you may be required to give more than 90 days notice. The Customer should contact Windsor Telecom in writing to request cancellation of any Services.

4.9 Further to any request from the Customer to terminate the Contract, Windsor Telecom shall issue a cancellation confirmation email detailing the Early Termination and Cease charge amounts payable by the Customer prior to termination and for the termination to take effect. This will not include any outstanding Service or Call charges. Once the cancellation confirmation has been sent the cancellation process will begin. Until any valid termination takes effect, Windsor Telecom shall be entitled to continue to charge the Customer for all fees due under the Contract.

4.10 Windsor Telecom may at any time amend the terms of this Agreement:

4.10.1 On giving not less than one month's notice to the Customer such notice to be sent to the Customer by email or letter; or

4.10.2 with immediate effect on giving to the Customer such notice as is reasonable or required by Regulation or by PSA or OFCOM or any other relevant authority, or to reflect changes to any relevant contract with an Operator.

## 5. Customer responsibilities

5.1 The Customer shall at all times:

5.1.1 comply with any reasonable directions or instructions (including requests for assistance or information) issued from time-to-time by Windsor Telecom in connection with the Services or any of them;

5.1.2 pay Windsor Telecom's Charges under this Agreement on or before the due date for payment without set off or deduction;

5.1.3 ensure, insofar as is possible, that the Services are not used in any unlawful, improper or damaging manner;

5.1.4 indemnify and hold harmless Windsor Telecom against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from any improper use of the Services or other breach of the Agreement and all costs and expenses reasonably incurred by Windsor Telecom in investigating and/or defending itself in relation to any such claim or proceedings;

5.1.5 indemnify and hold harmless Windsor Telecom against all liabilities, claims, damages, losses, costs and proceedings howsoever arising from a claim by a third party where the third party claims it has the right to prevent the Customer from using the Service;

5.1.6 provide all information and assistance reasonably required by Windsor Telecom to enable Windsor Telecom to perform its obligations under this Agreement, including providing or procuring access to the Customer's premises and a suitable and safe working environment; and

5.1.7 promptly notify Windsor Telecom if it becomes aware of any threat to the security of the Services.

5.1.8 where the Customer orders VoIP services from Windsor Telecom, they will ensure they provide adequate 999 / emergency service backup services for the site. This maybe but not limited to backup power services, mobile handsets or fixed line services in the case of a power failure. Windsor Telecom hold no responsibility for outages on VoIP base services due to Internet failure, handset fault or power failure.

5.2 The Customer shall not use the Services in any way which would:

5.2.1 contravene the Acceptable Use Policy (where applicable); or such legislation including, but not limited to, the Telecommunications Act 1984 and the Communications Act 2003

5.2.2 compromise the security of the Equipment or other systems, including by introducing viruses or failing to employ appropriate security procedures;

5.2.3 enable or permit unauthorised access by the Customer or third parties to data stored on the Telecommunications Network;

5.2.4 contravene or cause Windsor Telecom to contravene any Regulation;

5.2.5 be for any improper, immoral or unlawful purpose;

5.2.6 cause a degradation of service to any other customer of Windsor Telecom;

5.2.7 involve the sending of unsolicited marketing or advertising materials;

5.2.8 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or material which is a nuisance, hoax, abusive, racist or indecent or which would result in the breach of any third party's Intellectual Property Rights, confidential information or privacy;

5.2.9 breach or cause Windsor Telecom to breach any applicable data protection legislation including, but not limited to, GDPR;

5.2.10 cause any overload of any Telecommunications Network, or to materially increase usage without providing Windsor Telecom with reasonable notice; or

5.2.11 cause Windsor Telecom to lose or breach any authorisation by which it is authorised to provide the Services.

5.3 The Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means that it judges appropriate. Where Windsor Telecom has provided a Backup service, then Windsor Telecom will use reasonable endeavours to provide such backups.

5.4 To enable Windsor Telecom to perform its obligations under this Agreement, the Customer shall obtain all requisite licences, consents and permissions and permit or procure permission for Windsor Telecom, its agents or subcontractors, to have access to the Customer's premises and shall provide such reasonable assistance and information as Windsor Telecom requests from time to time.

5.5 Windsor Telecom will routinely work during normal office hours (8am to 6pm, Monday to Friday). Any request by the Customer that Windsor Telecom carries out work at other times may be refused by Windsor Telecom, but if accepted, such work will be charged to the Customer at Windsor Telecom's then current standard rates. Where a customer has a 24/7 support contract then out-of-hours support will be included.

5.6 The Customer is expected to provide all information, site access and other resources including any required electrical connections for such Service Equipment as is necessary, to support the installation and operation of the Products or Services provided and to do so promptly.

5.7 The Customer is responsible for keeping Windsor Telecom up to date with changes in key business information, such as but not limited to company Directors, admin users, contact details, change in banking arrangements.

# 6. GDPR, Data Protection & Confidentiality

6.1 Information that the Customer provides to Windsor Telecom about private individuals relevant to Windsor Telecom's dealings with the Customer, will be stored within Windsor Telecom's system and manually for so long as may be necessary to provide the Services and until any Charges cannot be lawfully challenged, subject to any maximum and/or minimum periods prescribed by any Regulation.

6.1.1 In reference to the Data Protection Act 2018, in this clause referred to as DPA, each party agrees to comply with the duties and obligations regarding Customer Personal Data, whilst the DPA remains in force.

6.2 For the purpose of GDPR, Windsor Telecom will only use such information for legitimate purposes, including:

6.2.1 communicating with the individuals concerned as necessary in connection with the Customer's dealings with Windsor Telecom;

6.2.2 communicating with the Customer in connection with Windsor Telecom's services generally;

6.2.3 providing it to the Operator to enable the provision of the Services or to third parties as required by the Customer or by law or as necessary in connection with the Customer's dealings with Windsor Telecom (including for inclusion in publicly available directories). Those third parties may be outside the European Economic Area;

6.2.4 providing it to licensed credit-reference agencies for credit checks to be undertaken; or

6.2.5 providing it to the police and other enforcement agencies for the investigation of fraudulent, criminal, terrorist or other illegal activities.

6.3 By giving Windsor Telecom that information the Customer consents to Windsor Telecom holding, using and disclosing it for those purposes.

6.4 Windsor Telecom is permitted under GDPR to hold and use personal data for the purposes specified above. It will not process such data provided by the Customer otherwise than for those purposes or as otherwise required by the Customer.

6.5 Neither party shall disclose to any third party without the prior consent of the other party any confidential information which is received from the other party as a result of this contract. Both parties agree that any confidential information received from the other party will only be used for the purposes of providing and receiving Services. These restrictions do not prevent Windsor Telecom confirming the existence of a Supplier and Customer relationship or apply to any information which:

6.5.1 was or becomes generally available to the public other than as a result of a breach of an obligation under this clause 6;

6.5.2 was acquired by a third party owing no obligation of confidence in respect of the information; or

6.5.3 was known to a party before the information was disclosed to it by the other party;

6.5.4 is of a general nature, including acknowledging that the Customer is, or has been, a customer of Windsor Telecom.

6.6 Notwithstanding clause 6.5 Windsor Telecom will be entitled to disclose the Customer's confidential information to a third party to the extent required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such confidential information.

6.7 The Customer will keep confidential all passwords and other logon information. Windsor Telecom will not be liable for any breach by the Customer's sharing whether intentional or otherwise.

6.8 The Customer will keep the contents of this agreement and relevant Product Handbooks confidential. No part of this document may be used, copied or disclosed to any person in any manner.

6.9 Windsor Telecom will not transfer Customer Personal Data outside the European Economic Area unless agreed by both parties in writing.

6.10 The Customer will keep confidential information that Windsor Telecom gives in discussions leading to the Agreement, and then in connection with the Agreement, private.

# OUR SERVICE

# 7. Provision of Services

7.1 Windsor Telecom agrees to use reasonable endeavours to provide the Services to the Customer on the terms and conditions of this Agreement, if Windsor Telecom has accepted the Order.

7.2 Windsor Telecom will provide the Services from the Activation of the Service for the term of the relevant Contract as described in the Product Handbook. Windsor Telecom will notify the Customer if this is not the case. Windsor Telecom will have no liability for failure to meet any proposed commencement date or any other date in this Agreement.

7.3 The Minimum Term for each Service commences on the Activation of the Service. The Minimum Term can vary for specific products. The relevant Product Handbook will state the Minimum Term for this product. The Customer Order Form will be considered the primary source of the overarching contract length for all products contained within said Customer Order Form. This Agreement will continue after the expiry of the Minimum Term unless and until terminated in accordance with clause 11.

7.4 Where checks, surveys or installation are to be carried out by Windsor Telecom or one of our subcontractors that require attendance at a Service Location, the Customer will provide access to such Service Location.

7.5 If Windsor Telecom at any time determines Activation of the Service cannot be reasonably achieved, Windsor Telecom shall notify the Customer and any Order and Contract will be automatically terminated. Windsor Telecom will endeavour to notify the Customer if Activation is not possible as soon as practicable.

7.6. Where a Service requires a Physical Installation, the Customer is required, and at their sole cost and expense to:

7.6.1 obtain all necessary consents for any building alterations of access;

7.6.2 remove any fitted or fixed floor coverings or ceiling coverings for our engineer to install the Service;

7.6.3 provide any electricity and connection points as required by our engineer.

7.7 Due to the nature of some installations a temporary loss, interference or disruption to other services may occur. Windsor Telecom shall use reasonable endeavours to minimise any such interruptions. To the maximum extent permitted by law, Windsor Telecom will not be liable for any loss, interruption or interference to such other services during installation.

7.8 Once an Order has reached the Committed Date, and the Customer terminates, they shall be liable to pay Windsor Telecom the full Early Termination Charges.

7.9 If Windsor Telecom is unable to Activate the Service due to an act or omission of the Customer, Windsor Telecom reserves the right to Terminate the contract with written notice, with any Early Termination Charge that is due to be payable by the Customer. Where any act or omission can be corrected with no cost to Windsor Telecom this will be completed, and the Contract shall continue.

7.10 Where the Customers orders a Service however does not provide Windsor Telecom with the required information to provision the Service then Windsor Telecom reserves the right to begin billing of all Services awaiting information from the Customer.

# 8. Service Equipment and Locations

8.1 Windsor Telecom, its Suppliers or Subcontractors may, during the term of this contract, install and maintain Service Equipment at any Service Location.

8.1.1 During the Term of this contract or, at the Termination of the contract, Windsor Telecom, its suppliers or a Subcontractor acting on our behalf has the right to enter and re-enter each Service Location when required to install, test, maintain and remove any Service Equipment.

8.2 The Customer shall provide a safe and suitable environment for the storage and installation of our Service Equipment, ensuring that it is kept secure and has availability to ventilation and power.

8.3 Unless otherwise agreed in writing, the Customer is responsible for all cabling or devices that connect to the Service Equipment, ensuring these do not damage or interfere with the working of our Service Equipment. Where Windsor Telecom has provided any cabling or connected devices then these Services are covered by the relevant Product Handbook. For the avoidance of doubt Windsor Telecom will only provide End User Hardware upon entering an IT Services Contract with the customer, and such items must be listed on the Customer Order Form.

8.4 The Customer shall not interfere, modify or adjust any Service Equipment unless given express permission by Windsor Telecom or a Subcontractor acting on our behalf.

8.5 Windsor Telecom agrees that our staff will observe reasonable site regulations whilst at the Service Locations. In the case of a dispute between site regulations and this Contract the Contract will take precedence.

8.6 All Service Equipment provided by Windsor Telecom shall remain the property of Windsor Telecom during the Minimum Term of the contact. For the avoidance of doubt where hardware is sold to the Customer and is not considered Service EquipmentThis is specified in the relevant Product Handbook.

8.6.1 Windsor Telecom makes no warranty or guarantee that any Service will interoperate properly with any equipment not provided by Windsor.

8.7 Our configuration held on the Service Equipment is provided for the use of Windsor Telecom Services only. This configuration always remains the intellectual property of Windsor Telecom. During the term of this Contract or post Termination this configuration remains our property.

8.8 Any attempts to gain access to the Service Equipment without prior written permission by any means shall be deemed a material breach of the relevant Contract. Windsor Telecom reserves the right to Terminate or suspend the Service in accordance with Clause 11.

In the event that Windsor agree to transfer ownership of Service Equipment at the cessation of service this should be agreed in advance of any associated services ceasing. Windsor Telecom will charge for any work to reset equipment or change configuration in line with standard professional services charges

8.10 Where ownership does not transfer to the Customer, the Service Equipment may be returned to Windsor Telecom for recycling. The return of this Service Equipment is done at the Customer's

cost. The return of such Service Equipment should be completed with 14 days of the cessation of the Service.

8.11 Where the Customer fails to return the Service Equipment to Windsor Telecom, they will be considered the owner of the Service Equipment and will become accountable by all Laws and Regulations in relation to the disposal of such Service Equipment or Hardware. Failure to return may result in the value of the service equipment being charged to the Customer.

8.12 From time-to-time Windsor Telecom will provide hardware that is not considered “Service Equipment” items such as Headsets that are provided as a one-time purchase and are provided with the manufacturer’s warranty only. Windsor Telecom takes no responsibility for such hardware beyond the warranty period. Unless otherwise stated this warranty is for 12 months from point of order.

# 9. Service and Service Failures

9.1 Windsor Telecom will use reasonable endeavours to provide the Services, but shall not be liable for any Service Failure resulting from factors outside Windsor Telecom's control. Windsor Telecom is not responsible for the operation of the Telecommunications Network. Where Service Level Agreements are offered these will be covered in the relevant Product Handbook. For the avoidance of doubt Windsor Telecom is not liable for any loss of earning or consequential loses.

9.2 Windsor Telecom does not guarantee that the Services will be continuously available to the Customer or free from Service Failures.

9.3 Unless otherwise specified, Windsor Telecom's standard operating hours are Monday to Friday 8am to 6pm whereby any Fault or Service Failure can be reported. Where access to extended 24-hour, 7 days a week Service Desk support is provided, this shall only be for service affecting faults.

9.4 The Customer shall promptly report to Windsor Telecom's Service Desk any Service Failure they experience (receipt of which will be logged by Windsor Telecom), giving sufficient information to enable Windsor Telecom to investigate the claim. Windsor Telecom may require call logs, bug data or error codes to be able to resolve an ongoing fault.

9.5 Service Levels and Service Level Agreements are covered in the relevant Product Handbook and these should be read and understood by the Customer before signing this Contract.

9.6 Any Service that is Terminated or Suspended due to Customer breach of this contract or any part of Windsor Telecom's Product Handbooks will not be Service Failures.

# 10. Charges & payment

10.1 The Connection Charge, hardware and any professional service charges are billable at point of contract and will be invoiced immediately to the Customer. The Initial Service Charges are payable on completion of the Customer Order Form or Customer Activation date. These charges will be raised on the first invoice to the customer, or the first invoice for this Service. Unless these charges have been delayed or spread over the term of the Agreement.

10.2 Windsor Telecom will provide Customers with a copy of their monthly invoice by posting invoices on the Windsor Billing Portal, or via email as may be agreed with the Customer. Such invoices shall include such minimum level of itemisation as may be prescribed in the Regulations. If Charges are ascertainable in advance they may be invoiced in advance. It is the Customers responsibility to review such Invoices for detail and accuracy. The Customer has a maximum of 90 days to dispute or challenge an invoice or charge at which point these charges cannot be challenged.

10.3 Unless otherwise agreed in writing, Windsor Telecom requires the Customer to pay all Charges by monthly direct debit. If the Customer is unwilling or unable to pay by Windsor Telecom's chosen automated means, or such automated means are not set up or fail for any reason before Windsor Telecom invoices the Customer, an additional administration charge in line with our standard charges may be levied for each invoice paid by any other method. Administration charges may also be added by Windsor Telecom for any Direct Debit returned by the bank as unpaid.

10.4 Individual Services are subject to additional costs which are outside the control of Windsor Telecom. Windsor Telecom shall be entitled to charge the Customer for these Services in accordance with the Charges set out in the Customer Order Form (or on a pass-through basis if no such Charges are specified). Our suppliers may increase their charges to Windsor Telecom from time to time and where any such charges to Windsor Telecom are increased it may forthwith advise the Customer and be entitled to increase its Charges for the relevant Services accordingly. For the avoidance of doubt these increases can be passed on during initial term, renewal terms or any stage of the contract.

10.5 Overdue payments shall be subject to Interest at an annual rate equal to the statutory Interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.

10.5.1 Where required Windsor Telecom reserve the right to engage third-party debt collection services for overdue payments and will be subject to additional commission charges levied by the debt collection agency.

10.6 Charges are exclusive of Value Added Tax which will be payable at the applicable rate(s).

10.7 Windsor Telecom shall, in respect of each Service, be entitled to review and vary from time to time the Charges and introduce new charges. This review will be completed at least annually in line with RPI. Without prejudice to clause 10.4 the varied or new charges shall take effect no earlier than four (4) weeks after notification to the Customer.

10.8 The Customer shall not dispute the amount of any Operator generated Charges. In case of a dispute, this can only be limited to the extent that Windsor Telecom is entitled to dispute such Charges with the Operator.

10.9 At the end of the Minimum Term, Windsor Telecom reserves the right to review, increase or decrease the cost of any Service or Service Equipment giving the customer 14 days' notice. Where a

supplier of Windsor Telecom increase pricing in Term Windsor Telecom reserve the right to pass on this increase within Term. Where the supplier gives Windsor Telecom the required notice to give 30 days' notice to the Customer Windsor Telecom will do so, however where required notice is not given Windsor Telecom will us reasonable endeavours to give the Customer at least 14 days' notice.

# 11. Suspension of Services

11.1 Windsor Telecom may suspend all or part of the Services or any part of them for as long as is reasonably required, or disconnect any Service at any time subject to clause 11.3 if:

11.1.1 the Customer has not paid all or any part of any invoice for the Services within Seven (7) days from receiving written notice from Windsor Telecom that it is due and demanding payment;

11.1.2 the Customer is in material breach of this Agreement or any other agreement between the parties;

11.1.3 Windsor Telecom has reasonable cause to believe that the Customer or any third party is acting in breach of the Acceptable Use Policy;

11.1.4 technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;

11.1.5 if and to the extent that in Windsor Telecom's opinion the Customer's conduct is likely to result in the breach of any law or is otherwise prejudicial to Windsor Telecom's interests;

11.1.6 the Customer acts in such a way or permits anything to be done which, in the reasonable opinion of Windsor Telecom, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network;

11.1.7 is required to do so directly or indirectly by law, the Operator, OFCOM or PSA or under any Regulation;

11.1.8 such action is required for modification or maintenance or in cases of emergency; or

11.1.9 Windsor Telecom has reason to believe the Services are being used for unlawful, fraudulent or improper purposes.

11.2 In the case of any proposed disconnection pursuant to clause 11.1, Windsor Telecom shall give the Customer due notice of any consequent service interruption or disconnection and, except in cases of fraud, persistent late payment or non-payment, any such service interruption shall be restricted, as far as technically feasible, to the Service concerned. In other cases, Windsor Telecom shall give, as far as technically feasible, such notice as is reasonable in the circumstances.

11.3 The Customer shall remain liable for all Charges during any period of suspension or disconnection attributable to the actions or omissions of the Customer and for any subsequent reinstatement or re-connection.

# 12. Terminations

12.1 Windsor Telecom may terminate this Agreement by giving the Customer not less than one (1) month's written notice expiring at or after the end of the Minimum Term. The Customer may terminate this Agreement in accordance with clause 12.3.

12.2 Without limiting the generality of clause 12.1, Windsor Telecom may terminate this Agreement as a whole or in part immediately by notice in writing to the Customer if:

12.2.1 the Customer is in material breach of any of the terms of this Agreement which cannot be remedied, or in material breach which can be remedied but is not remedied within thirty (30) days of the date of written notice from Windsor Telecom specifying the breach and requiring it to be remedied, or commits persistent breaches of the Agreement;

12.2.2 the Customer fails to pay any sum and Windsor Telecom has the right to suspend or disconnect under clause 11.1, subject to clause 11.2;

12.2.3 the Customer refuses to pay sums due under the Agreement in advance following a request by Windsor Telecom in the event that the customer has previously failed to pay a sum due under the contract or has paid such sums late;

12.2.4 the Customer (being an individual) becomes bankrupt or is unable to pay his debts within the meaning of ss 267 and 268 Insolvency Act 1986; or (being a company) becomes insolvent or goes into liquidation either voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) or is wound up or an administrator, receiver or administrative receiver is appointed over all or any assets of such company or an encumbrancer takes possession of all or any such assets;

12.2.5 any licence, permission, agreement or authorisation granted to the Customer, the Operator or to Windsor Telecom necessary for the provision of the Services is suspended, revoked or terminated; or

12.2.6 Windsor Telecom is unable to recover from the Operator revenue payments due to the Customer.

12.3 Any termination of this Agreement shall be without prejudice to the rights of either party accrued to the date of termination.

12.4 On termination of this Agreement for whatever reason, each party shall promptly return to the other any property or information belonging to such other party.

# 13. Intellectual Property

13.1 Except as expressly set out in this Agreement, all Intellectual Property Rights in Windsor Telecom's Equipment will remain with Windsor Telecom or Windsor Telecom's suppliers or licensors.

13.2 Where Software is provided to enable the Customer to make use of the Services, Windsor Telecom grants to the Customer a non-exclusive non-transferable licence to use the Software solely for the purpose of receiving the Services. Where any additional terms and conditions apply to its use of Software, will, if requested, sign any agreement reasonably required to protect the owner's rights in the Software.

13.3 The Customer will not copy, decompile, or modify the Software without Windsor Telecom's prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

13.4 The Customer acknowledges that Windsor Telecom has no obligation to review or edit any of its information or third-party information which the Customer stores or transmits through the Equipment or uses in connection with the Services. However, Windsor Telecom reserves the right to access, retain and disclose copies of such information for the purposes of:

13.4.1 correcting, maintaining and improving the Services;

13.4.2 complying with any applicable laws, regulations, statutory instruments or the terms of Windsor Telecom's licences and contracts;

13.4.3 observing the performance of the Services;

13.4.4 retaining a record of activity on Windsor Telecom's Equipment or systems;

13.4.5 complying with any request for information or disclosure from a court or other appropriately authorised body; or

13.4.6 ensuring that the Customer is complying with the Acceptable Use Policy.

13.5 The Customer shall notify Windsor Telecom immediately if the Customer becomes aware of any unauthorised use of the Services or any of the Intellectual Property Rights.

13.6 Where third party software or intellectual property is provided or utilised as part of the service the Customer agrees to adhere to there end user agreement or similar terms.

# 14. General

14.1 Neither party shall be liable to the other party for any delay in performing or failure to perform any of its obligations under this Contract (other than the obligation to pay the Charges) which occurs because of circumstances beyond a party's reasonable control (a Force Majeure Event) including (but not limited to) terrorist attacks, riots, fire, explosion, accidental damage, adverse weather conditions, strikes, war, power failures.

14.2 If the Force Majeure Event continues for a continuous period of more than six months, then either party may terminate this contract by giving not less than thirty (30) days' written notice to the other party.

14.3 Windsor Telecom reserves the right from time to time to improve or alter the Services as it deems appropriate, provided that such changes do not materially change the nature of the Services.

14.4 Windsor Telecom will provide a Service Desk, contactable by telephone and email as may be required by the Customer from time to time

14.5 Windsor Telecom will provide services to Customers with less than 10 employees. Customers with less than 10 employees hereby waive the right to be retreated as a Consumer and are therefore treated as a Business customer for regulatory purposes. For the avoidance of doubt this includes but is not limited to the ability to sign contracts of greater than 24 months for services.

# 15. Liability

15.1 Windsor Telecom does not exclude or restrict any liability to the Customer in the case of fraud or for death or personal injury attributable to its own negligence or that of its employees or agents.

15.2 Windsor Telecom shall exercise reasonable skill and care in the provision of the Services.

15.3 Except as stated expressly otherwise in this Agreement, in relation to the provision of Services, Windsor Telecom shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) are excluded to the fullest extent permitted by law.

15.4 Windsor Telecom will have no liability for the security of the Customer's use of the Services or for any loss or corruption of any of the Customer's data and the Customer shall be responsible for providing such safeguards as it deems appropriate.

15.5 Windsor Telecom shall not be liable for any indirect or consequential losses, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated sales profits or savings, goodwill, business contracts or losses whether or not resulting from third party claims.

15.6 Subject to clause 15.1, in no circumstances shall Windsor Telecom's liability to the Customer of any nature arising out of or in connection with this Agreement exceed ten thousand pounds sterling (£10,000) for a single incident or series of related incidents.

15.7 Windsor Telecom's aggregate liability for failure to provide any part of the Service in accordance with the Service Levels and SLAs shall be limited to the Service Credits set out in the Product Handbooks

15.8 Except in respect to the Service Credits stated and paid in accordance with any Service Level Agreements in the relevant Product Handbook, Windsor Telecom is not liable, and will not be liable in any circumstances for any loss or damage, whether direct or indirect.

15.9 The Customer shall notify Windsor Telecom in writing of any actual or alleged failure, defect or issue with the Service that may give rise to a claim against Windsor Telecom. Windsor Telecom shall not be liable to the Customer in respect to any claim or claims where the relevant failure or defect is not notified to Windsor Telecom within 30 days of the Customer becoming aware of failure, issue or defect.

# 16. Third Parties & Sub Contractors

16.1 Windsor Telecom may use Third Parties or Sub-Contractors to deliver part or all its Services. Windsor Telecom shall use reasonable endeavours to manage any such Third Party or Sub-Contractor to ensure they deliver the Service to the required standard. However, it is acknowledged and agreed by Windsor Telecom and the Customer that acts of the Sub-Contractor are beyond the control of Windsor Telecom. Windsor Telecom shall not, to the extent permitted by law be liable to the Customer for claims by the Customer in contract or breach of statutory duty for any acts or omissions for any Sub-Contractors during any part of the Service for the Customer.

16.2 Windsor Telecom may assign the benefit and/or burden of this Agreement and any Contract upon written notice to the Customer and may subcontract the provision of all or any part of the Service or Services to third parties.

16.3 Customer may not assign, novate or grant an encumbrance over this Agreement, Product Handbook and/or Order or the rights and/or obligations hereunder, nor shall the Customer encumber, lease or lend the Services, Service Equipment or CPE or submit them to be used by anyone other than the Customer's employees or agents without the prior written consent of Windsor Telecom.

16.4 If the Parties agree a date for Windsor Telecom (or its Sub-Contractors or a Carrier) to attend a Site for the purposes of conducting a Site Survey or to install any Service Equipment and that person is unable to perform the necessary Site Survey or installation on that date, the Customer shall pay to Windsor Telecom an Abortive Visit Charge, unless the inability to perform is caused by Windsor Telecom's (or its sub-contractors' or Carrier's) act or omission.

16.5 The Customer acknowledges and agrees that the results of a Site Survey may reveal that additional charges may be incurred (including Excess Construction Charges) to provide the Services and Windsor Telecom shall notify the Customer of any additional charges after the Site Survey (a Charges Notice). The Customer shall notify Windsor Telecom within 25 calendar days after receipt of a Charges Notice whether it agrees to pay such additional charges. If the Customer does not respond to Windsor Telecom within 25 calendar days after the Charges Notice, Windsor Telecom shall be under no obligation to proceed with the installation of the Services at the Service Locations and shall be entitled to cancel the applicable Order and the Customer shall pay either Cancellation Charges or Early Termination Charges to Windsor Telecom,as applicable.. Such additional charges shall constitute Charges for the purposes of the relevant Contract.

If the Customer does not agree to pay those additional charges (including any Excess Construction Charges) notified to the Customer in the Charges Notice, either Party shall be entitled to terminate the Order relating to the Service Location in respect of which such additional Charges would otherwise be incurred and (i) Windsor Telecom shall have no liability to the Customer in respect of that termination and (ii) the Customer shall pay any applicable Cancellation Charges or Early Termination Charges to Windsor Telecom. Following a Site Survey, Windsor Telecom shall have the right to amend any target Activation Date: (i) if reasonably required based on the results of the Site Survey or (ii) to reflect the period taken by the Customer to respond to a Charges Notice.

# 17. Insurance

17.1 Windsor Telecom can confirm that it has in place the following insurance policies in potential liabilities under this agreement:

(a) Public liability insurance with cover of not less than £5 million;
(b) Employer's liability insurance with cover of not less than £10 million;
(c) Professional indemnity insurance with cover of not less than £2 million;

# 18. Governing Laws & Disputes

18.1 This Agreement and all Product Handbooks are governed in accordance with English Law. The Customer, Windsor Telecom and all parties agree to the jurisdiction of the English Courts.

18.2 If a dispute should arise in relation to the Contract, the parties shall attempt to settle this via negotiation. If initial engagement with your Client Manager or Service Representative does not bring an outcome, the following escalation process should be followed:

18.2.1 in the first instance, the parties should attend a conference call between the Customer, a member of Windsor's Management Team and the Client Manager within seven (7) Working Days of the dispute arising,

18.2.2 failing resolution of the dispute at such meeting, the matter shall be escalated to a meeting between a senior director level of each party which shall be held within seven (7) Working Days of the first meeting.

18.3 Each party should use their reasonable endeavours to negotiate with each party, recognising mutual interest and attempt to reach a just and equitable settlement.

18.4 If the parties are unable to settle the dispute via the above-mentioned process, with all steps completed, then an Alternative Dispute Resolution method shall be used.

18.5 If the parties are unable to settle the dispute by negotiation through the appointed Alternative Dispute Resolution method, or either party refuses to enter into the process, then either party may take such proceedings as it deems necessary to Clause 18.1

18.6 Nothing in Clause 18 shall prevent either party from seeking injunctive or similar relief at any time if such action is necessary to preserve or protect its commercial or business interests under the Contract or this Agreement.

# 19. Acceptable Usage Policy (AUP)

19.1 For our Services to deliver the best possible experience we must make sure that users observe rules and guidance for the benefit of the wider customer base.

19.2 For the avoidance of doubt it is a contractual obligation of the Customer to abide to these rules and guidelines, failure to do so can result in suspension and in some cases cancellation of your Services with Windsor Telecom.

19.3 To help our Customers understand what Windsor Telecom considers acceptable when using our Services we have developed this Acceptable Usage Policy (AUP). Our AUP is based on current industry best practice.

19.4 This AUP does not exclude the requirement to meet the requirements of UK and international law when using our Services, such as the Telecommunications Act.

19.5 It is prohibited for any user of Windsor Telecom's Network and Services to participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) (each, a "Prohibited Activity"):

19.5.1 Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to Windsor Telecom or to other Service users or engaging in any activities or actions intended to withhold or cloak Customer's or a user's identity or contact information, or to otherwise mislead or cause harm to any party;

19.6 The Customer will not engage in any other activity that:

19.6.1 violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);

19.6.2 threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);

19.6.3 attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;

19.6.4 otherwise degrades or interferes with other users' use of a Service;

19.6.5 breaches a third-party non-disclosure agreement or obligation; or

19.6.6 violates generally-accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.

19.6.7 Engaging in any of the activities listed above by using another provider's service, but channelling the activity through a Windsor Telecom account, remailer, or otherwise through a Service.

# 20. Fraud

20.1 Windsor Telecom takes fraud of any kind very seriously. We take measures defined by the industry and regulation to prevent fraud on our services. We will use reasonable endeavours to support a customer with any fraudulent abuse of their service. In addition, any fraudulent use of our Service by the Customer will not be accepted and may lead to immediate suspension or termination of some or all of the Customer's Services with Windsor Telecom.

For the avoidance of doubt the Customer shall not use the Service for any fraudulent or unlawful purposes and shall ensure that there are adequate safeguards in place to prevent others from doing so, whether arising in connection with Customer Equipment or otherwise.

The Customer is solely responsible for any fraud that occurs and any charges arising as a result. Windsor Telecom shall have no responsibility or liability over the configuration, use or operation of Customer Equipment unless Windsor Telecom has expressly agreed otherwise in writing.

If the fraud has arisen due to activities on customer premises equipment where Windsor Telecom has no operational responsibility, then it is Windsor Telecom's policy to invoice the customer for that costs. Windsor Telecom has complied with its contractual responsibility of delivering calls sent to its network by the customer equipment, and incurred cost for that delivery. Therefore, it is the customer's responsibility to pay Windsor Telecom for the services used.