

# QUICKLINE STANDARD TERMS AND CONDITIONS OF SERVICE

Rev STC120916SJ

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*Please Note: This may not be the newest version of this document; due to Quickline's policy of continuous improvement and to meet the changing legislation needs of our clients our standard terms and conditions are updated from time to time. The newest version will be available from the Quickline website.*

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This document contains Quickline's Standard Terms and Conditions of service (T&Cs). The main points of reference are:

1. This is a minimum term contract, early termination requires payment of the full contract value.
2. Late payment can result in suspension of service and extra fees from the services of a debt collection agency.
3. A minimum notice period of 30 days is required for termination, all regular charges falling within this notice period are payable in full, this may extend the effective end date of the service.
4. All equipment remains the property of Quickline and must be returned after termination of service or additional fees will apply.

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## 1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions, the following words, abbreviations, and expressions have the following meanings as set out below:

Acceptable Use Policy	means Quickline Communications Acceptable Use Policy (AUP) in respect of the Services available from <a href="http://www.quickline.co.uk">www.quickline.co.uk</a>
Business Day	0900 to 1700 Monday to Friday, excluding Public Holidays in England
Working Hours	the working day between the hours of 08.00 and 19.00 Monday to Friday (excluding Public Holidays in England), plus 10.30 to 1900 Saturday, Sunday, and Public Holidays in England.
Charges	means the Service Charge, the Usage Charges, One off Charges and any other charges as set out in the Contract.
Consents	Planning consents, where you consider that planning consent is necessary
Contract	means, together, the Customer Order, these Conditions, the Acceptable Use Policy, the applicable SLA, and the relevant sections of the Price List.
CPE	Customer Premises Equipment - communications equipment that resides on your premises whether owned by you or owned by Quickline Communications Limited.
Customer Order	means the order form to be completed by the Customer in respect of an Order for products or services and is the Original Customer Order or the Revised Customer Order, as applicable.
Customer Services	means the Quickline Communications team responsible for receiving calls from the Customer to log faults and respond to queries about the Services.
Customer	means the person to whom Quickline Communications provides the Services as stated in the Customer Order.
Downtime	The period of time of total loss of service or material degradation such that there is no ability to transmit or receive data, where the time is accumulated during the SLA time.
Equipment	means the equipment installed or provided by Quickline Communications and/or a third party supplier at the Site, which forms part of the Services (including but not limited to antenna, cabling, power supply, router or physical telecommunications connections, Co-Location cabinet and power supplies) and any equipment that is purchased by the Customer pursuant to a separate agreement with Quickline Communications and/or a third party supplier.
Fault	A material defect, fault, or impairment in a service, which causes an interruption in the provision of the service
Force Majeure	means any cause beyond the reasonable control of either Party including without limitation, any of the following: construction of third party buildings, any third party construction (whether temporary or permanent); or maintenance works, of act of God, war, insurrection, riot, civil disturbance, acts of terrorism; fire, explosion, flood, storm, pandemic, theft or malicious damage; strike, lock-out, or other industrial dispute (whether involving the workforce of Quickline Communications Limited or any third party), third party injunction; national defense requirements, acts or regulations of national or local governments; or inability to obtain essential power.
Helpdesk	Quickline's Customer Support Helpdesk, contactable on the number published on Quickline's Website
Installation	means the physical work required to deliver the Service including (without limitation) installing the Equipment at the Site.

Installation Date	means the date on which Quickline Communications or a third party supplier performs the Installation. Limitation, any of the following: construction of third party buildings, any third party construction (whether temporary or permanent); or maintenance works, of act of God; war, insurrection, riot, civil disturbance, acts of terrorism; fire, explosion, flood, storm, pandemic theft or malicious damage; strike, lock-out, or other industrial dispute (whether involving the workforce of Quickline Communications or any other party), third party injunction; national defense requirements, acts or regulations of national or local governments; or inability to obtain essential power.
Minimum Period	means the minimum period specified in the Customer Order starting from the Ready for Service date or, if more than one service is being provisioned (for example a wireless and fibre service or other service), starting from the most recent Ready for Service date, or if no such period is specified, the first 12 months starting from the Ready for Service Date, or if there is no Installation, the minimum period specified in the Customer Order from the date of Quickline Communications signature to the Customer Order.
Missed Appointment	means the customer, or their representative has failed to be on site for a previously agreed appointment between Quickline Communications installation team to allow installation or support works to be undertaken.
Nominated Contact	means the Customer's nominee as stated in the Customer Order who will be Quickline Communications point of contact for all matters relating to the Services.
One-off Charges	means any charges in respect of site visits, Installation, Site installation, the upkeep, depreciation and/or amortisation of the Equipment supplied to the Customer, support, configuration, and de-installation.
Original Customer Order	means the completed Customer Order signed by the Customer and accepted by Quickline Communications in respect of the Services.
Price List	means the list of Quickline Communications charges that apply to the Services as amended and updated from time to time.
Quickline Communications	means Quickline Communications Limited (registration no. 05034183) whose registered office and whose trading address is 3 Priory Court, Saxon Way, Hessle, Hull HU13 9PB.
Quickline Network	means Quickline Communications telecommunications network.
Quickline Website	the website located at URL <a href="http://www.quickline.co.uk">http://www.quickline.co.uk</a> or such other website or URL as Quickline Communications Limited may notify you of from time to time.
Ready for Service Date	means the date on which Customer Services hand over the Services to the Customer for use by the customer. Billing commences from this date, and this date would normally be the date on which the Customer signs the Installation Sign-off Document, or the date Quickline Communications advises you in writing that the Service is ready for use.
Revised Customer Order	means an update of the Original Customer Order signed by the Customer and accepted by Quickline Communications for additional costs in respect of the Services following inspection of the Site.
Service Charge	means the standing charge (normally monthly in advance) in respect of the Services.
Services	means the services supplied by Quickline Communications to the Customer as set out in the Customer Order, including but not limited to installation and de-installation.

Site	means a Customer location at which Quickline Communications agrees to provide the Services as stated in the Customer Order. Where Co-Location services are supplied the Customer location is the location of those services.
Site	or the premises that you require the service to be delivered to
SLA	means the relevant Service Level Agreement, specifying particular standards to which the Services will be delivered.
Ticket	means a mechanism used by Quickline Communications to track the detection, reporting, and resolution of Customer Service issues. A Ticket is raised when Customer reports a Service issue via telephone or the Quickline Communications Website.
Term	means the term of the Contract between the parties as set out in the Customer Order.
Third Party System	Means a telecommunication or other system that is neither owned nor operated on behalf of Quickline Communications Limited
Usage Charges	means any charges in respect of the Customer's use of the Services where those services are measured for the quantum of their use in a period such as voice calls and volumes of data backed up, and Burst internet bandwidth usage in excess of the committed data rate measured using the 95 percentile method
Wayleaves	Permissions from other parties if Quickline Communications Limited has to cross their land or place Equipment on their premises.

## 2 SERVICES

- 2.1 In consideration of the payment by the Customer to Quickline Communications of the Charges, Quickline Communications shall provide the following Services to the Customer in accordance with and subject to the terms and conditions of the Contract and in accordance with the SLA:
  - (a) the provision and installation of the Equipment and Services in accordance with clause 3;
  - (b) the provision of the Services from the Ready for Service Date.
- 2.2 Quickline Communications warrants that the Services will be provided with reasonable care and skill and in accordance with good industry practice and the SLA.
- 2.3 Quickline Communications expressly excludes any warranty or undertaking (express or implied) subject to the terms and conditions of the Contract and in accordance with the SLA, that:
  - (a) the Services or Equipment (or any software provided to Customer as part of the Services) will interoperate successfully with any third-party software or device employed by the Customer; and
  - (b) any software or content available through the Services and that originates from the Internet will be free from any virus, malware, spyware, worm, Trojan horse or other program or device that is apparently intended to access and modify, delete or damage data file(s) or computer program(s);
- 2.4 Without prejudice to the specific disclaimers set out in clause 2.3 above and save as expressly set out in this Contract and the SLA, Quickline Communications makes no warranty or representation in relation to the Services or the Equipment (or any software provided as part thereof) and hereby excludes all warranties, representations and guarantees relating thereto which may be implied by statute, common law, course of dealing or otherwise to the fullest extent permitted by law;
- 2.5 IP Addresses and Domain names: In the event that Quickline Communications licenses to the Customer an IP address as part of the provision of Services, such IP address shall (upon the request of Quickline Communications and to the extent permitted by law) revert to Quickline Communications after termination of a Contract for any reason whatsoever, and the Customer shall cease thereafter to use such address in any way whatsoever. At any time after such termination, Quickline Communications may re-assign such address to another user.

## 3 CONDITIONS PRECEDENT TO THE PROVISION OF THE SERVICES

- 3.1 Quickline Communications shall, prior to the Installation Date, confirm in writing as far as is reasonably possible:
  - (a) the Services to be provided;
  - (b) that the Services are available and may be provided at the Site and how and whether provided through a third-party supplier;
  - (c) whether access to any third-party property will be required to install the Equipment at the Site;
  - (d) that, following an inspection of the Site, the Equipment can physically be deployed to the required standard and presented in a manner approved by the Customer (such approval not to be unreasonably withheld or delayed).
- 3.2 In the event Consents are required by the Customer, then prior to the Installation Date, Quickline Communications will provide documentation including copies of photographs, diagrams, technical descriptions and official documents in order to facilitate the Customer acquiring planning consents and way leaves, including any licences and/or consents required from Customer's landlord or any other third party to install the Equipment at the Site (each a "Consent"). Quickline Communications makes no warranties that the documentation provided will be sufficient to obtain the Consents and notwithstanding any assistance that Quickline Communications may provide to the Customer, the Customer shall remain solely responsible for obtaining the Consents.
- 3.3 Unless the Customer informs to the contrary in writing prior to the Installation Date it is deemed that:
  - (a) that the Customer has obtained the necessary Consents where required from third parties if Quickline Communications and/or a 3rd party supplier of fibre has to cross their land or place Equipment on their premises;
  - (b) that the Customer has obtained all necessary planning Consents where it is considered by the Customer that planning consent is necessary;
  - (c) In respect to Wireless and Fibre Services, that the Customer consents to Quickline Communications and/or third party fibre supplier installing the Equipment including, without limitation, mounting any Equipment necessary to receive the Service on the exterior of the Site, and Quickline Communications shall, where this does not interfere with provision of the Service, mount such Equipment in such a manner to minimise visual impact and physical restoration and in accordance with any instructions from the Consents); and

(d) that the Customer accepts responsibility for all subsequent issues related to property arising from the installation and continued operation of the Equipment but excluding any damage that is proven to be due to the negligence of Quickline Communications, its employees, or subcontractors.

- 3.4 If the Charges and/or the Services (or any part of them) require amendment following inspection of the Site (whether performed by Quickline Communications or a third party supplier), Quickline Communications shall issue to the Customer a Revised Customer Order detailing the additional charges and/or amended Service specifications. If the Customer does not sign and return the Revised Customer Order to Quickline Communications within a period of ten (10) Business Days of issue of the Revised Customer Order, Quickline Communications shall be under no obligation to provide the Services detailed in either the Original Customer Order or the Revised Customer Order. The Customer shall promptly pay for all Site inspection costs incurred and/or committed to by Quickline Communications but shall be under no further obligation to pay any other charges and the Original Customer Order shall be deemed cancelled.
- 3.5 If the Customer is unable to secure any or all of the confirmations above and the Customer shall provide a copy of any written refusal to Quickline Communications, then the Customer shall promptly inform Quickline Communications and Quickline Communications shall be under no obligation to provide the Services. The Customer shall promptly pay for all Site inspection costs incurred and/or committed to by Quickline Communications but shall be under no further obligation to pay any other charges and the Customer Order shall be deemed cancelled.
- 3.6 The Customer shall reimburse Quickline Communications for all charges incurred and/or committed to by Quickline Communications as a result of Quickline Communications or its nominated third party not being permitted access to the Site or any third party premises on the dates and times agreed with the Customer. Quickline Communications shall provide reasonable documentary evidence of such charges being incurred and/or committed to. Quickline Communications shall comply with such reasonable safety and security requirements in relation to the Site as notified to Quickline Communications by the Customer in writing at least three days prior to Quickline Communications 's attendance at the Site.

## 4 INSTALLATION

- 4.1 Following the satisfaction of the conditions precedent set out in clauses 3.1, 3.2 and 3.3, Quickline Communications shall themselves, or procure a competent third party to:
  - (a) install the Equipment at the Site; and
  - (b) carry out an activation and quality check of the Services at the Site; at such time as shall be mutually agreed between the Customer and Quickline Communications.
  - (c) If a previously agreed appointment cannot be fulfilled by the customer, or their representative, then they should notify Quickline Communications as soon as possible. Quickline Communications reserves the right to charge a "Missed Appointment" fee of £50 as a result of the customer or their representative not being on site to allow the installation or support work to be undertaken.
- 4.2 The Customer shall be responsible for clearing and preparing the Site in readiness for the installation of the Equipment, including providing connections to stable electrical power and the Customer shall, at its own expense, comply with Quickline Communications reasonable instructions regarding preparation of the Site for delivery and installation of the Equipment.
- 4.3 Installation shall be deemed completed when Quickline Communications notifies the Customer that Installation has been successfully completed and that the connection is ready for use.
- 4.4 Quickline Communications undertakes to take all reasonable care to minimise the impact of the Installation, however, following Installation of the Equipment, the Customer will be responsible for putting back any items moved and any redecoration which may be required.
- 4.5 In the event that Quickline Communications cannot provide the Services requested because:
  - (a) the location of the Site will not support the required SLA; and/or
  - (b) the installation and/or checks cannot be successfully completedQuickline Communications will notify the Customer as soon as possible, which will normally be prior to completion of the inspection of the Site as referred to in clause 3.1(d).
- 4.6 If a different level of Services can be provided, the parties shall discuss whether to adjust the SLA requirement for some or all of the Sites.
- 4.7 The Service will be provided and charged for from the Ready for Service Date. The Ready for Service Date will be the date on which all of the following activities have been completed:
  - (a) the Equipment has been installed and tested;
  - (b) the Equipment has been configured and functional testing has been completed;

- (c) the Installation Sign-Off Document has been signed and dated by the Customer; and/or
- (d) in the case of a third-party installation at the Customer Site, the Customer is advised that the Service is ready for use. In this case, the Customer has the right to reject the Service as being ready for use by notice in writing or by email within ten (10) Business Days of the Ready for Service Date. If the Customer; does not reject the Service as being ready for use within that time or uses the Service other than for testing purposes, the Service will be deemed accepted.
- (e) In the case of Co-located Cabinets and associated power, the Customer is advised that the Cabinets are ready for occupation and the ordered services ready for use

## 5 CUSTOMER OBLIGATIONS

- 5.1 During the Term, the Customer shall, in addition to the obligations set out elsewhere in the Contract, make reasonable and timely endeavor to:
- (a) continue working in good faith to obtain the Consents subject to the provisions of the Clause “3 CONDITIONS PRECEDENT TO THE PROVISION OF THE SERVICES”.
  - (b) comply with the Customer’s obligations under the Contract, including (without limitation) in respect of use of the Equipment (clause 6).
  - (c) only use the Services and the Equipment in accordance with the Acceptable Use Policy and Quickline Communications instructions and those of its officers, employees, agents, or representatives.
  - (d) provide Quickline Communications with such assistance, information and facilities as Quickline Communications may reasonably request to enable it to perform its obligations under this Contract, including but not limited to providing access to the Site and procuring any necessary access to any third party premises where required;
  - (e) in respect to Wireless and Fibre services, supply on an ongoing basis, all space, power supply access points, cables, trunking, electricity and air-conditioning as are required to receive the Services at the Site.
  - (f) in respect to Co-located Cabinets and associated power; to provide such access to the Site as Quickline Communications or its third party provider shall require to discharge its obligations, and be responsible for the health and safety of the personnel of Quickline Communications or its third party provider at the Site and will ensure that written notice of all health and safety policies and procedures pertaining to the applicable Site is provided to all personnel attending the Site; and to procure and provide all precautions to protect the health & safety of the personnel while at the Site;
  - (g) respond to all requests for approval and within any deadline reasonably stipulated by Quickline Communications . Quickline Communications shall be entitled to rely upon any act, decision or approval of the Customer Nominated Contact and the Customer shall be bound by any such act, decision, or approval of the Customer Nominated Contact.
  - (h) keep to appointments to install, which are confirmed by Quickline Communications with the Customer 48 hours before the Installation Date. In the event that the Customer subsequently cancels or does not keep the appointment, Quickline Communications reserves the right to make a charge in accordance with the Price List.
  - (i) respond to all requests by Customer Services in respect of resolving any reported fault. In the event that the Customer Nominated Contact is not available, Quickline Communications shall rely on the Customer delegating an appropriate alternate contact to work with Customer Services in resolving the fault.
  - (j) inform Quickline Communications if any Customer information set out in the Customer Order changes.
  - (k) extend the timelines applicable to the performance of the Services as stated in the SLA by an equivalent period where the Customer fails to comply with clauses in 5.1 above and this impacts upon the Services and Quickline Communications ability to meet the Installation Date or any other timelines agreed between the parties;
  - (l) comply with all other reasonable requests of Quickline Communications and ensure that its own employees, agents, and sub-contractors comply with the obligations of the Customer as set out in this Contract.
- 5.2 If content or software is provided as part of the Service, the Customer agrees to comply with the terms of use for the content or software.

## 6 EQUIPMENT

- 6.1 The Equipment is and shall remain at all times the property of Quickline Communications or its relevant third party supplier notwithstanding that the Equipment has become incorporated in or affixed to the Site or otherwise and the Customer shall have no right, title to nor interest in the

Equipment, and shall possess the Equipment as bailee only unless otherwise expressly agreed in writing such that the ownership in the Equipment is transferred to the Customer.

- 6.2 Quickline Communications has the right to recover any and all Equipment in the event that the Contract is terminated.
- 6.3 The Customer shall ensure that any Landlord to the Customer waives any rights they may otherwise enjoy over the Equipment.
- 6.4 In the event that:
  - (a) the Equipment fails, unless due to the default or negligence of Customer or its agents, Quickline Communications will correct the problem at its own cost.
  - (b) the Equipment fails due to the default or negligence of Customer or its agents, Quickline Communications will correct any such failure and charge the Customer for the work done in accordance with the Price List.
  - (c) the cabling between Equipment fails due to physical damage by the Customer, then Quickline Communications will correct any such failure and charge the Customer for the work done in accordance with the Price List, unless the failure is due to insufficient specification of the cable, in which case Quickline Communications will correct the problem at its own cost;
  - (d) other equipment sold to the Customer fails after the relevant warranty period for such equipment; the Customer shall be responsible for and bear the costs of replacing such equipment.
- 6.5 The Customer shall promptly notify Quickline Communications in the event that any part of the Equipment fails, is stolen or damaged. The Customer shall be responsible for, and shall indemnify Quickline Communications for all costs in connection with, any loss of or damage to the Equipment howsoever caused, save for any such loss or damage caused by the negligence of Quickline Communications, or directly by an Act of God.
- 6.6 Any costs incurred by Quickline Communications in investigating alleged faults or failures of the Equipment notified by the Customer which are later found not to exist shall be charged to the Customer in accordance with the current standard Price List.
- 6.7 The Customer shall:
  - (a) take reasonable care of the Equipment. If the Customer fails to prevent damage to the Equipment, the Customer shall be held solely responsible for the costs of repair or replacement save for any such loss or damage caused by the negligence of Quickline Communications.
  - (b) not tamper, interfere with, alter, damage, obscure (so as to prevent normal operation or access) or attempt to repair the Equipment or request that a third party do so without Quickline Communications's prior written consent, nor remove the Equipment from the Site.
- 6.8 If the Customer connects alternative or additional equipment to the Quickline Communications Network other than by the specified connection and unless agreed with Quickline Communications, then:
  - (a) Quickline Communications shall not be responsible for and shall have no liability to the Customer for any detriment to the Services that may occur as a result of connecting such equipment.
  - (b) such alternative equipment must be technically compatible with the Services and not cause harm to the Quickline Communications Network or any other customer's equipment.
  - (c) such alternative equipment must at all times follow Quickline Communications recommendations and not breach any standards or laws in force; and
  - (d) the Customer must immediately and permanently disconnect the alternative or additional equipment if instructed to do so by Quickline Communications.

## 7 CHARGES

- 7.1 The Customer shall pay to Quickline Communications the Usage Charges, Services Charges, and other One-off Charges as may apply from time to time including (without limitation) in connection with the Installation of the Equipment and provision of the Services.
- 7.2 The Charges will be calculated in accordance with the Price List, the Customer Order, and any applicable offers available or made available to the Customer. Where 3rd party services are being supplied, Quickline Communications will normally invoice the Customer for all installation charges at the beginning of the month following notification to the Customer of acceptance of the order and of any additional costs by the 3rd party supplier and where the Customer has not objected to the additional costs within 10 days. In the event that the service does not reach the Ready for Service date for a technical or physical reason or lack of permissions by the Landlord, then Quickline Communications will issue a credit note against any earlier invoice for installation charges. Quickline Communications will begin charging the Service Charge from the Ready for Service Date.
- 7.3 Subject to clause 7.4, Quickline Communications shall invoice normally, monthly for residential



services and quarterly for business services:

- (a) the Service Charge in advance for the period and, where applicable, pro rata for the initial period prior to the beginning of that month.
- (b) Usage Charges measured for the last month in arrears.
- (c) One off Charges.

7.4 In the event that:-

- (a) the Services to be provided are of duration of 3 months or less, then the Customer is required to pay in advance, before the provision of the Services, the total forecast Charges to be invoiced for the Services including the vat thereon. Quickline Communications may retain the advance payment to the extent that payment has not otherwise been received for the Services,
- (b) normally Quickline will request that the Customer pay a deposit as guarantee of payment in relation to future Charges. Quickline Communications may retain the deposit, to credit against invoiced Services, or if the Equipment has been lost or damaged.
- (c) Quickline Communications incur additional cost because of any delay or failure by the Customer to perform the Customer's obligations or responsibilities under the Customer Order, Quickline Communications is entitled to be compensated by the Customer for such additional costs.
- (d) Logged faults that are ultimately diagnosed as being the responsibility of the Customer, or caused by the Customer breaching any of their obligations or failing to perform their responsibilities; Quickline Communications is entitled to charge the Customer for the additional costs including any repair costs.
- (e) Where Site visits in respect of installations and fault repairs are aborted by the Customer, Quickline Communications is entitled to charge the Customer for additional costs.

7.5 The Customer shall pay any invoice together with any VAT due thereon, within 14 days of the date of the relevant invoice. The Customer shall authorise a Direct Debit mandate to pay to Quickline Communications the amount(s) invoiced in accordance with this Contract. In the event that a Direct Debit mandate is not authorised, then for the period there is no authorised mandate, Quickline Communications reserves the right to charge an additional fee no greater than 10% of the contracted monthly charges. In the event that the Direct Debit is subsequently returned unpaid, Quickline Communications reserves the right to charge the Customer a sum of up to £40 plus Vat for each occurrence as a contribution towards the additional administration costs associated with collecting the Charges.

7.6 Quickline requires payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim.

(a) if payment is not made within 30 days of notice requiring the Customer to pay, Quickline will suspend provision of the Services: and

(b) In the event that an account remains outstanding, will refer the matter to debt collection agents, Daniels Silverman Limited which will incur costs, any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. The Customer agrees that they will be legally liable to pay that surcharge, and that payment of the same can be enforced against them in court.

7.7 After the end of the Minimum Period Quickline Communications reserves the right to revise the Charges (or part thereof) upwards or downwards in response to market conditions, legal or regulatory changes, third party supplier increases and/or service related changes subject to written notification to the Customer, including by way of a notice in Customer's invoice. A notice of decrease in Charges will take immediate effect. Subject to the remainder of this clause, a notice of increase in Charges will take effect no sooner than thirty days after the date of the notification except that where the Customer does not agree with the increase, the Customer shall have 30 days from the date of the notice of increase within which.

(a) to seek an explanation of the increase and, if not satisfied with the explanation

(b) to give notice to Quickline Communications in writing of termination of the affected Services. Upon expiry of the 30-day period, the Customer shall be deemed to have accepted the relevant increase in Charges.

7.8 Where Customer has given a valid notice of termination in accordance with the terms of the preceding sentence, the relevant increase in Charges shall only take effect in relation to such a Customer 30 days after the date of issue by the Customer of Customer's notice of termination during which time the original Charges shall apply.

## 8 TERM AND TERMINATION

8.1 This Contract shall commence on the date that the Customer Order is accepted by Quickline Communications and shall continue for the Minimum Period and thereafter unless either party gives to the other at least 30 days written notice to terminate.

- 8.2 Where the customer gives notice in line with clause 8.1, they will be liable for any charges that become due during the 30 days' notice period; where this is a payment for a further period's service this will be payable in full. The effective termination date will be extended to the last day of this pre-paid period.
- 8.3 Where the customer gives notice within the minimum period, then the full charge for the remainder of the contracted period would become due.
- 8.4 Quickline Communications may, at its discretion, suspend the Services and/or terminate the Contract without liability for such termination:
- (a) immediately in the event that:
    - (i) the Customer is in material or persistent breach of any of its obligations under this Contract and fails to remedy such breach (if capable of remedy) within ten (10) days after notice in writing to the Customer from Quickline Communications; or
    - (ii) Quickline Communications has sufficient reason to believe that the Customer is using the Services in breach of clause 5.1c and the Customer fails to remedy such breach within two (2) days after notice in writing to the Customer from Quickline Communications.
    - (iii) the Customer's Landlord requires the removal of Equipment under the terms of a wayleave agreement between the Customers' Landlord and the Customer.
    - (iv) Quickline Communications is required by law or any relevant authority to cease providing the relevant Services.
- 8.5 Quickline may, at its discretion, suspend the Services and/or terminate the Contract without liability for such termination immediately by notice to the other Party if:
- (i) the other Party enters into any composition or arrangement with its creditors generally or is unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; or
  - (ii) an encumbrancer lawfully takes possession, or an administrative receiver is validly appointed over the whole or any part of the undertaking, property, or assets of the other Party; or
  - (iii) an order is made, or a resolution is passed or a notice is issued concerning a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator of or the winding up of the other Party.
- 8.6 The Customer may terminate the Contract on written notice to Quickline Communications in the event that Quickline Communications is in material or persistent breach of any of its obligations under this Contract and fails to remedy such breach (if capable of remedy) within 30 days after notice in writing from the Customer.
- 8.7 Termination of this Contract for any reason whatsoever shall be without prejudice to any rights and remedies of the parties accrued prior to such termination.
- 8.8 In the event of termination for whatever reason, Quickline Communications may enter the Site to remove the Equipment at a mutually agreed time not to be unreasonably refused or delayed.
- 8.9 In the event that Quickline Communications terminates the Contract pursuant to clause 8.2, or the Customer terminates a Service without giving notice in compliance with the terms of clause 8.1, then, without prejudice to any other right or remedy to which it is entitled by law, Quickline Communications shall be entitled to charge Customer (a) the balance of any unpaid Charges up to the date of effective termination; together with (b) the full balance of the unpaid Service Charges for the terminated Service due up until the end of the Minimum Period. The Customer shall make the Equipment available for collection by Quickline Communications at any time during standard UK office hours. To the extent that the Equipment is unavailable for collection by Quickline Communications when it arrives at the Site, then Quickline Communications shall additionally be entitled to charge the Customer for its subsequent out of pocket costs of recovering such Equipment.

## 9 LIABILITY

- 9.1 Nothing in this Contract shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.
- 9.2 Subject to clause 9.1, Quickline Communications limits its liability under this Contract, whether such liability arises in contract, tort (including without limitation negligence), under any indemnity or otherwise, as follows:
- (a) the maximum liability of Quickline Communications for damage to or loss of physical property of the Customer shall be limited to £100,000 for each claim or series of related claims and shall not in aggregate exceed £1 million.
  - (b) except for liabilities under sub-clause (a) above, the maximum liability of Quickline Communications for all claims under this Contract shall be limited to lower of (a) the aggregate of

the Charges paid in each 12 month-period (calculated from the Commencement Date); or (b) £100,000; and

- 9.3 Neither Party shall be liable for loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings, loss of data or loss of use of data, or consequential, special or indirect loss or damage, howsoever caused and whether or not the other Party was warned of the possibility.
- 9.4 The maximum liability of the Customer for all claims under this Contract shall be limited to the aggregate of the Charges paid in each 12 month-period (calculated from the Commencement Date).
- 9.5 Quickline Communications does not endorse/warrant any goods or services offered through the Services by a third party and does not monitor any transaction between the Customer and such a third party.
- 9.6 The Services allow access to the Internet. The Internet is separate from the Services and use of the Internet is at the Customer's own risk and subject to any applicable laws. Quickline Communications has no responsibility for any goods, services, information, software, or other materials the Customer obtains when using the Internet (including email). The Customer is responsible for ensuring any computer is adequately protected against viruses.

## 10 FORCE MAJEURE

- 10.1 If either Party is prevented or delayed in the performance of any of its obligations under this Contract by Force Majeure, that party shall have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events.
- 10.2 In the event of:
  - (a) Quickline Communications being prevented from supplying the Service by a refusal or delay by a third party to supply services, equipment, or rights, and where there is no alternative service available at reasonable cost; or
  - (b) Quickline Communications being prevented by restrictions of a legal or regulatory nature from supplying the Service. Quickline Communications will have no liability to the Customer for failure to supply the Service.
- 10.3 If any of the events detailed in clauses 10.1 and 10.2 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

## 11 COMPLAINTS PROCEDURE

- 11.1 If any dispute arises out of the Contract it should be emailed to [complaints@quickline.co.uk](mailto:complaints@quickline.co.uk), the parties shall attempt to settle it by negotiation for a period of at least 14 days. To this end they shall use their respective reasonable endeavors to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the respective senior executives of the parties who have authority to settle disputes.
- 11.2 If the said dispute cannot be resolved as stated in 11.1 then parties can use Ombudsman Services which is a free and independent ADR service approved by the UK communications regulator, OFCOM. [The link to the procedure can be found at http://www.ombudsman-services.org/communications](http://www.ombudsman-services.org/communications)

## 12 APPLICATION OF TERMS

- 12.1 This Contract shall govern the provision of the Services by Quickline Communications to the Customer. By submitting a Customer Order signed by the Customer, the Customer is deemed to have made an offer for the Services and Quickline Communications is not bound by the Customer Order until the Customer Order is accepted by Quickline Communications. By submitting a Customer Order, the Customer is deemed to have accepted the terms of this Contract in their entirety. No other terms and conditions shall apply relating to the supply of the Services to the Customer including, without limitation, the Customer's terms and conditions (if any, howsoever provided, and whether supplied previously or at any time in the future), unless agreed in writing or by email between both parties.
- 12.2 The terms of this Contract are complete and exhaustive and shall be in substitution for any oral inconsistency between the terms of the documents forming the Contract; the documents shall rank in the following order to establish which terms prevail: the Customer Order; these Conditions; the Acceptable Use Policy; the Price List; and the SLA.
- 12.3 No addition or amendment to or exclusion or substitution of the terms of this Contract by the

Customer will be accepted by Quickline Communications unless signed by an authorised signatory of Quickline Communications or notified to Customer in accordance with the provisions of clause 12.4 below.

- 12.4 Quickline Communications reserves the right to change these Conditions from time to time and shall both notify the Customer of such change in writing and publish any changes to the Conditions on the Quickline Communications' Website. The Customer shall be entitled to object to any such change within 30 days of being notified of it and the parties shall use reasonable endeavors to resolve any dispute as to the change in the Conditions. If no resolution can be reached within 30 days of such dispute arising, the Customer shall be entitled to terminate this Contract without penalty or liability on giving Quickline Communications not less than 10 day's notice.

## 13 GENERAL

- 13.1 Rights and obligations under the Contract may not be assigned by either party without the written consent of the other provided that either Party shall be entitled to assign the benefit of the Contract in its discretion and without consent to a purchaser of substantially all of its assets or to any of its subsidiary or associated companies.
- 13.2 No waiver by either Party of any breach of any term of the Contract by the Other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.
- 13.4 A person who is not a party to the Contract may not have the right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.

## 14 NOTICES

- 14.1 Any notices to be served by either party on the other shall be:
- (a) in the case of Quickline Communications sending notice, by post or email to the address for the Customer set out in Section 1 of the Customer Order and marked for the attention of the Nominated Contact.
  - (b) in the case of the Customer sending notice, by post to the address shown on Quickline Communications invoice or any alternative address provided by Quickline Communications; or by email to [accounts@quickline.co.uk](mailto:accounts@quickline.co.uk)
- 14.2 Such notice shall be deemed to have been received by the addressee within 72 (seventy two) hours of posting or 24 (twenty four) hours (excluding non-business days) if sent by email where sent to the correct address or email address of the addressee and where applicable evidence of posting and/or transmission is retained.

## 15 GOVERNING LAW AND JURISDICTION

- 15.1 The Contract shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.