

**1. DEFINITIONS**  
1.1 In these Terms: **Additional Services:** means such additional services as are to be provided to the Customer by the Supplier from time to time, such as Additional Call Recording Storage, Anti-Fraud Protection, HIH Discover, etc. **Commencement Date:** means the application date of these Terms, being 30 days after the date of notice to the Customer of the same. **Contract:** means the Network Service Agreement for the provision of Services, incorporating these Terms. **Customer:** means the Customer named in the Contract from whom the Supplier has agreed to provide the Services in accordance with these Terms. **Fair Usage Policy:** means the Supplier's fair usage policy as set out on the Supplier's website. **Group:** in relation to the Supplier, any company of it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company. **Introductory Offer:** means any incentive, rebate or discount provided by the Supplier as part of the sale. **Minimum Term:** means the minimum contract period applied to the Services as specified in your Contract. **Microenterprise or Small Enterprise Customer:** means a Customer acting in the course of a business carried on by it, for whom not more than 10 individuals work (whether as employees, volunteers or otherwise). **Number Porting:** means the process of moving a telephone number from one communications provider (CP) to another, in order to provide the Services. **Order:** means the order form issued by the Supplier to the Customer setting out the Services to be provided, and the applicable charges. **Service:** means the telecommunications service detailed in these Terms and the Contract, and any documents attached to or referred to in them, to be provided to the Customer, including as applicable, telephone lines, broadband SIP services, etc. **Subsidiary:** in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006, and any company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such a holding company. **Supplier:** means 4Com Network Services Limited, a company registered in England and Wales with company number 06472696 and whose registered office is at One Lansdowne Plaza, 24 Christchurch Road, Bournemouth BH1 3NE. **Suppliers Website:** means www.4com.co.uk **Terms:** means these terms and conditions. **Working Day:** means and day apart from Saturday, Sunday, or any public holidays in England. **Working Hours:** means the hours between 9:00am and 5:00pm on any Working Day. **Headings** are for convenience only and do not affect interpretation.

**2. SUPPLY OF THE SERVICE**  
2.1 The Service will commence on the Commencement Date and shall continue for at least the Minimum Term and then thereafter, unless terminated earlier in accordance with condition 8. The term of the Contract shall automatically extend for 12 months (Extended Term) at the expiry of the Minimum Term and at the expiry of each Extended Term, unless a party gives notice to the other party no later than 90 days before the end of the Minimum Term, or Extended Term, as the case may be. During the Minimum Term and any Extended Term thereafter, the Supplier may provide Additional Services such as detailed below, or as otherwise agreed between the Supplier and the Customer. Where Additional Services are agreed to be provided, references to Services in these Terms include such Additional Services.  
2.3 Call Recording functionality is included as part of the Service, for which recordings are stored free of charge for 6 months. The Customer can alter the period for which call recordings are stored at any time using their call recording portal. Call storage exceeding the free 6-month allowance (Additional Call Recording Storage) will incur additional storage charges. Call recordings will be deleted after 6 months if additional storage is not requested and paid for.  
2.4 The Customer shall be responsible for the cost of all calls made and recorded by the Supplier as having been made, in respect of the Services provided. Save only to the extent expressly agreed pursuant to any Anti-Fraud Protection Additional Service the Supplier may agree to provide, the Supplier shall not be held liable for any costs associated with fraudulent calls made via the Services, howsoever caused. The Customer agrees to take all reasonable steps to prevent any such fraudulent calls. These steps must include, but are not limited to, adopting any security measures notified to it by, or recommended by, the Supplier from time, and adopting all reasonable security measures within their telephone systems (including without limitation keeping any passwords robust and confidential). Non-compliance may result in exclusion of any Anti-Fraud Protection Additional Service offered by the Supplier. Notwithstanding the foregoing, the Supplier reserves the right to take such actions as it deems reasonably necessary to prevent any fraudulent activity of which it may become aware, including without limitation by limiting access to international calls, to certain lines or to other telecommunications systems.  
2.5 The Customer shall not engage in any fraudulent or improper use of the Services, or any use that would breach the Supplier's Fair Usage Policy or any applicable Ofcom regulation.  
2.6 Where the Services comprise a VoIP (Voice over Internet Protocol) telephony service:  
2.6.1 The Customer should note that their ability to call emergency organisations (i.e. police, fire, ambulance or coastguard services) may cease if there is a power cut or power failure, or a failure of the internet connection on which the VoIP service relies;  
2.6.2 where the VoIP telephony service is to be used principally at a single fixed location, the Customer is advised to register with the Supplier the address of the place where the service is to be used prior to its activation, and update that address information if there is any change.  
2.6.3 where the VoIP telephony service is to be accessed from multiple locations, the Customer is advised to register and update the location information associated with it, whenever accessing the VoIP telephony service from a new location.

**3. PRICE OF THE SERVICE**  
3.1 The price of the Service shall be the relevant price at the time the Service is in use, and calculated using the details recorded by the Supplier, but subject always to the remaining provisions of these Terms.  
3.2 Additional Services will be charged at the Supplier's applicable rates as at the point of supply, which the Customer will be notified of in advance via durable means.  
3.3 Any applicable value added tax, or other taxes or duties, are payable by the Customer in addition.  
3.4 The Supplier reserves the right on not less than one month's notice, to increase the charges for Services on an annual basis with effect from April each year in line with the percentage increase in the Retail Price Index in the immediately preceding 12-month period, for which figures have been made available by the Office for National Statistics.

**4. TERMS OF PAYMENT**  
4.1 The Supplier will invoice the Customer for sums due at monthly intervals.  
4.2 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.  
4.3 The Supplier shall submit invoices to the Customer via email, and a relevant email address must be provided.  
4.4 The Customer may also view their invoices online via the Supplier's website www.4com.co.uk  
4.5 The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else, and upon receipt of the Supplier's invoice.  
4.6 A late payment fee will be added to future invoices if a direct debit has failed or is cancelled by the Customer.  
4.7 If the Services are suspended due to non-payment, a charge may be applied to reinstate the Services, (details of the charges are available at www.4com.co.uk).  
4.8 If the Customer fails to make any payment due to the Supplier by the due date, then, without limiting the Supplier's other remedies, the Customer shall pay costs and interest on the overdue amount at the applicable rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.

**5. CUSTOMER OBLIGATIONS**  
5.1 The Customer agrees that it will:  
5.1.1 allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information, and access to its customers and employees;  
5.1.2 not to in any way whatsoever, cause calls to be made which are not routed over the Supplier's preferred network, whether by the use of a manually inputted code, or via cps, or by any other method whatsoever (save in respect of calls to exempt numbers, as notified to the Customer from time to time);

**6. VARIATION**  
6.1 The Supplier shall provide adequate notice not shorter than one month of any contractual modifications, unless the proposed modifications are (a) exclusively to the benefit of the Customer, (b) of a purely administrative nature and have no negative effect on the Customer, (c) directly imposed by law. Except in the circumstances described in points (a), (b) or (c) above, of this clause 6.1, or (d) where the Supplier applies a price increase in line with clause 3.4, the Customer will have a right to terminate the Contract (at no additional cost other than in respect of the Contract, the set up of the Service, and the period ending on the day on which the Contract is terminated), within one month after that notification, if the proposed modifications are not acceptable to them. The Supplier will publish details of any contractual modification(s) on-line on the Supplier's Website at least 30 days before the change is to take effect. Where a Customer exercises the right to terminate the Contract in accordance with the terms of this clause 6.1 (and unless the Customer expressly agrees otherwise), the Contract shall be terminated on the day before the proposed modification comes into effect, or if that is not feasible in the Supplier's reasonable opinion, then the Contract shall be terminated as soon as reasonably possible after that date (but in these circumstances, for the avoidance of doubt, the proposed modification in issue shall not be applied to the Customer). Subject only to the foregoing terms of this clause 6.1, no other variation of the Contract shall be effective unless it is agreed in writing and signed by the Supplier.

**7. LIMITATION OF LIABILITY**  
7.1 Neither party excludes nor limits its liability to the other for:  
7.1.1 death or personal injury resulting from its negligence.  
7.1.2 fraud or fraudulent misrepresentation.  
7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.  
7.1.3 subject to condition (7.1), the Supplier shall under no circumstances whatsoever be liable to the customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:  
7.2 any indirect or consequential loss; or  
7.2.1 any of the following categories of loss.  
(a) loss of profits  
(b) loss of sales or business.  
(c) loss of opportunity, agreements, or contracts.  
(d) loss or damage to goodwill.  
(e) loss of or damage to data.  
7.2.3 any claim made against the Customer by a third party that does not follow a breach of these Terms by the Supplier.  
7.2.4 any loss or damage to the Customer caused by or arising from any act or omission of the Customer, the network provider, any public telephone operator, and other direct or indirect supplier to the Customer, or any other third party.  
7.2.5 the imposition of legal or regulatory restrictions which prevent the Supplier from supplying the Services, or any Additional Services (or any part thereof).  
7.2.6 any claim in circumstances where any sum owing by the Customer to the Supplier has not been paid.  
7.2.7 any unavailability of the Service or reduced performance as a result of (i) the suspension of the Service in accordance with these Terms or (ii) the lawful termination, suspension or limitation of any other services that the Supplier provides to the Customer.  
7.3 Subject to condition (7.1) and (7.2), the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the lesser of the aggregate of all charges payable or paid by the Customer for the Services supplied (or to be supplied) in the 12-month period beginning on the Commencement Date or its anniversary in which the event giving rise to the claim occurs, or £100,000.  
7.3.2 The Supplier cannot guarantee and does not warrant that the Services will be free of interruptions or will be fault-free and will not be held liable for any loss or damages should the Services be interrupted from time to time. Customer accepts that there may also be degradations in the quality of the Service from time to time and (subject to clause 7.1) that the Supplier will not be liable for any losses or damages should the quality of the Service provided be affected by such matters.

**8. TERMINATION**  
8.1 This Contract may be terminated (subject to condition 8.2 and 8.3), by the Customer giving at least 90 days written notice to the Supplier, provided that expiry of the notice coincides with the completion of the Minimum Term. In other words, the Customer cannot terminate for its convenience prior to the end of the Minimum Term. If no such notice is provided, the term of the Contract shall automatically continue at the end of the Minimum Term (Extended Term). If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, (such extension can be terminated at any time thereafter by either party giving to the other not less than 30 days' written notice to terminate the Contract).  
8.2 This Contract may be terminated by the Supplier with immediate effect if:  
(a) a payment due by the Customer under this Contract is overdue and remains overdue more than 14 days after notice by the Supplier, requiring payment of the overdue sum.  
(b) the Customer is in breach of any other provision of this Contract or any other contract that the Customer has in place with the Supplier, or any third-party fund of goods or services provided by the Supplier, and if the breach is capable of remedy does not remedy the breach within 14 days of the Supplier's notice of such breach.  
(c) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Taxes Act 2010) that has not been pre-agreed by the Supplier.  
(d) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being a sole trader or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an embarrancer, takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly.  
8.3 On termination of the Contract for any reason:  
8.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices plus applicable interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately upon receipt.  
8.3.2 If the Contract is terminated by either party at any point during which an Introductory Offer exists, or the direct debit mandate is cancelled for any reason, the Customer shall give up any further entitlement to the offer and further, agree that they will no longer be entitled to receive any benefit of the offer.  
8.3.3 The Customer shall immediately pay the charges in respect of the remainder of the Minimum Term. The charges will be calculated

based upon an average of the last 3 month's full billing for the Services, multiplied by the number of months remaining within the Minimum Term, or the Extended Term, as the case may be, which the Customer agrees represents a genuine estimate of the loss suffered as a result of the breach.  
8.3.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and clauses which expressly or by implication have effect after termination shall continue in full force and effect.  
8.3.5 The Customer hereby agrees to repay in full, all termination charges paid by the Supplier to a previous Supplier on behalf of the Customer should the Customer end this Contract at any time prior to expiry of the Minimum Term.  
8.5 If the Supplier provides non-Geographic number services to the Customer that provide inbound call revenues, the Supplier shall withdraw all inbound revenues payable to the Customer upon Termination of this Agreement. The Supplier may in turn, levy a standard monthly rental charge on non-Geographic Number(s) concerned.  
8.6 The Customer agrees that they do not own the number(s) provided to them and that they have no right to sell or to agree to transfer the number(s) provided to them for use with the Services, and the Customer shall try to do so.  
8.7 The Customer does have the right to request to migrate numbers to another provider subject to its contractual obligations contained within this Contract being met, and also subject to paying an administration charge of £99 per number that is to be migrated to another provider. The Supplier has certain obligations in respect of the switching process (whether or not that also includes telephone number migration, or "porting"), and compensation for to the Customer may be available if those obligations are not met. See the Supplier's Website and/or the OFCOM website at www.ofcom.gov.uk for further details.

**9. SUSPENSION**  
9.1 The Service may be suspended by the Supplier without notice and without prejudice to the Supplier's rights under condition 8 in the event any of the events set out at 8.3 apply.  
9.2 If the Service is suspended or limited, the Supplier will tell the Customer what needs to be done before they can be reinstated. However, the Customer must continue to pay all charges relating to the Services whilst the Contract continues. The Customer acknowledges that if part of the Service is agreed or limited in accordance with this condition 9, this is likely to affect the availability of the remaining element of the Service and the Supplier shall have no liability in this respect.

**10. FORCE MAJEURE**  
10.1 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond the reasonable control of the Supplier, including but not limited to failures or surges of electrical power, damage to property by third parties, strikes, lockouts or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Supplier or subcontractors (Force Majeure Event).  
10.2 If the Force Majeure Event prevents the Supplier from providing any of the Service for more than 4 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

**11. DATA PROTECTION**  
11.1 For the purpose of this clause 11:  
11.1.1 **Data Protection Laws** means all applicable data protection and privacy legislation from time to time in force to which a party is subject, including the Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act 2018).  
11.1.2 **Personal Data, Personal Data Breach, Data Subject, Data Controller, Data Processor and processing** have the meanings given to them in applicable Data Protection Laws (and related expressions including process and processed shall be construed accordingly).  
11.2 The Customer and the Supplier will comply with their respective obligations under Data Protection Laws. This clause 11 is in addition to, and does not replace, any other legal, regulatory or contractual obligations of the parties under Data Protection Laws. Except where clause 11.4 applies, the Supplier shall be the Data Controller for any Personal Data it receives pursuant to the Contract. Further information about how the Supplier collects, shares, processes and protects Personal Data can be found in the Supplier's current Privacy Policy, which can be found at www.4com.co.uk. Where the Customer provides the Supplier with Personal Data about any other individuals, it will provide them with details of the Supplier's current Privacy Policy.  
11.4 In respect of Personal Data received by the Supplier which is contained within call recordings made or stored on behalf of the Customer (the **Customer Personal Data**) under the Contract, the Supplier will be the Data Processor and the Customer will be the Data Controller, and the following provisions of this clause 11.4 will apply.  
11.4.1 Without prejudice to the generality of clause 11 the Customer must ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes detailed in the Contract.  
11.4.2 Without prejudice to the generality of clause 11 the Supplier will, in relation to any Customer Personal Data processed by it under the Contract:  
(a) Process that Customer Personal Data only upon instruction from the Customer, unless the Supplier is required by applicable law to process Customer Personal Data otherwise than in accordance with the Customer's instructions. Where the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier will notify the Customer of this before performing the processing unless the applicable law prohibits such notification on important grounds of public interest.  
(b) Promptly inform the Customer if the Supplier believes any instruction given by the Customer is likely to infringe Data Protection Laws, and the Supplier will be entitled to suspend the relevant Services and/or Additional Services until the parties have agreed appropriate amended instructions which are not infringing.  
(c) Ensure that it has in place appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or unlawful processing, loss, destruction or damage appropriate to the risk having regard to the state of technological development and any measures taken by the Supplier to complement any measures.  
(d) Ensure that all personnel who process Personal Data are obliged to keep the Customer Personal Data confidential except where disclosure is required in accordance with applicable law.  
(e) Notify the Customer without undue delay on becoming aware of a Personal Data Breach involving Customer Personal Data.  
(f) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.  
(g) At the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the applicable Services and/or Additional Services unless required by applicable law to store the Customer Personal Data.  
(h) On request provide to the Customer information to demonstrate its compliance with this clause 11 and allow for and/or contribute to reasonable audits by the Customer (or its auditor) subject to the Customer giving the Supplier reasonable prior notice of such information requests or audits; keeping all information obtained or generated thereby strictly confidential (save for disclosure required by applicable law); and ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Supplier's business.  
11.4.3 The Customer hereby provides its prior, general authorisation for the Supplier to appoint processors to process the Customer Personal Data provided the Supplier ensures that the terms of such appointments comply with Data Protection laws and are consistent with this clause 11. The Supplier will inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that (if the Customer objects to the changes and cannot provide a written objection, to the satisfaction of the Supplier, that the objection is due to an actual or likely breach of Data Protection Law, the Customer will indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection).  
11.4.4 The Customer hereby provides its prior, general authorisation for the Supplier to transfer Customer Personal Data outside of the UK provided that the Supplier will ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer will promptly comply with any reasonable request of the Supplier, including any request to enter into relevant standard data protection clauses.  
11.4.5 Particulars of the processing:  
(a) **Purpose of processing:** (the provision of call recording functionality and storage in accordance with the Contract).  
(b) **Nature of processing:** (The collection, organisation, and hosting of call recordings).  
(c) **Duration of processing:** (The duration of call recording collection and storage requested by the Customer under the Contract).  
(d) **Types of Personal Data:** (Names, home addresses, email addresses, contact telephone numbers and any other Personal Data revealed by a data subject in a call recording).  
(e) **Categories of Data Subject:** (Personal, customers, potential customer, suppliers and potential suppliers of the Customer and personnel of the Customer's customers, potential customers, suppliers and potential suppliers).  
11.5 The Customer will indemnify the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 11.

**12. MANAGING THE PSTN SERVICE**  
12.1 If there is a fault in any PSTN element of the Service, BT will be responsible for repairing the fault and the applicable level of service will be that previously chosen by (and paid for by) the Customer. Details of the BT repair services (and service levels) are set out on the Supplier's Website.  
12.2 If the Customer reports a fault and BT or the Supplier finds that there is none, or that the Customer has caused the fault, the Supplier may charge the Customer for any work undertaken to discern the reported fault.  
12.3 In respect of any PSTN element of the Service the Supplier's total liability (whether in contract, tort (including negligence) or otherwise, but subject always to clause 7) for any losses or costs caused to the Customer in respect of the support or repair service provided via BT shall be limited to the compensation actually received by the Supplier from BT in respect of such losses or costs.

**13. MONITORING CALLS**  
13.1 The Supplier monitors and records calls relating to customer services and telemarketing. The Supplier does this for training purposes and to improve the quality of its customer services. Please see the Supplier's privacy notices available at www.4com.co.uk.

**14. CALL DIVERSION**  
14.1 If the Supplier diverts the Customer's calls to another terminating number at the Customer's request (UK Geographic or UK Mobile), the charges for the diverted part of the Call will be borne by the Customer.

**15. GENERAL**  
15.1 **Assignment and other dealings**  
15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.  
15.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.  
15.2 **Notices**  
15.2.1 Any notice or other communication given by either party to the other under or in connection with the Contract shall: be in writing, addressed to the recipient's registered office (if it is a company) or its principal place of business (in any other case) or to such other address as the recipient may have previously specified to the other party in accordance with this clause, or by email to the relevant email address of the recipient party as set out in the Order (or, in respect of the Supplier, its contact email address as set out on the Supplier's Website).  
15.2.2 A notice or other communication shall be deemed to have been received if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the second Working Day after posting; if delivered by commercial courier or recorded delivery on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Working Day after transmission.  
15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.  
15.2.4 Subject to condition 16.2.1 and 16.2.2, both the Supplier and the Customer can sign notices or other communications via electronic signatures. The Customer shall comply with any direct debit e-signature instructions provided to it by the Supplier from time to time. However, if any provision of the Contract or any provision of the Contract as so amended, it is legal, valid and enforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.  
15.3 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**16. WAIVER**  
16.1 A waiver of any right under the Contract or law is only effective if it is in writing (and in the case of the Supplier signed by an officer of the Supplier) and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.  
16.2 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.  
16.3 **Third parties:** The Supplier may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in the Supplier's Group, a person who is not a party to the Contract shall not have any rights to enforce its terms.

**17. COMPLAINTS:** Customer complaints will be dealt with in accordance with the Supplier's complaints code of practice available on the Supplier's Website.  
17.1 The Supplier will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to one of the Supplier's recognised dispute resolution (ADR) service providers. Details of these and how to refer a dispute are set out within the Supplier's Website.

**18. ENTIRE AGREEMENT:** The Contract constitutes the entire agreement between the parties.  
18.1 All intellectual property rights vesting in all aspects of the Services shall remain with the Supplier and/or its own licensors and suppliers.  
18.1.1 **Governing Law:** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any dispute or claim that shall be governed by and construed in accordance with the law of England and Wales).  
18.1.2 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).