

MORSCOT UTILITIES TELECOMS SERVICES TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, the following words and phrases shall have the following meanings:

"Agreement" means these Terms, the Order, the Price List and the Product User Guide all of which, taken together, constitute the agreement between us for the supply of the Equipment and/or Services;

"Consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, craft or profession;

"Customer" means the person, group of persons or other entity whose name and address is or are set out in the Order;

"Distance Selling Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Equipment" means the equipment specified on the Order (if any);

"Fibre Broadband Services" means the FTTC or FTTP Service provided to

"Force Majeure Event" has the meaning given to it at clause 17;

"FTTC Service" means the Fibre to the Cabinet service which provides a fibre optic connection to the Internet from the telephone exchange to your local street cabinet and a copper cable connection from the cabinet to your Premises;

"Law" means the laws of Scotland, in force from time to time;

"Minimum Cancellation Notice Period" means 30 days;

"Minimum Service Period" means 12 months unless otherwise stated on the customer order form

"Network Termination Point" has the meaning given to it at clause 5.2;

"Order" means the order for the supply by us of the Equipment and/or Services and which is completed by, or in accordance with an order from, you;

"Password" means any password issued by us to the Customer in connection with the Phone Services;

"Premises" means locations, sites, buildings or dwellings that are individually identifiable and separately registered for council tax or business rates payable to local councils in the United Kingdom, but excludes non-served premises (unless expressly agreed by us in writing);

"Phone Service" means the Business Phone services provided by us in accordance with this Agreement;

"us" or "we" means Morscot Utilities Ltd whose registered office is at 25 High Street, Elgin IV30 1EE and references to "our" shall be construed accordingly;

"User Name" means any user name allocated to you by us in connection with to the Phone Services;

"you" means the Customer, and references to "your" shall be construed accordingly; and

"Web site" means the Web site at <http://www.morscotutilities.co.uk>, and references to "our Web site" shall be construed accordingly.

Headings do not affect the interpretation of these Terms.

References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.

2. THE PHONE SERVICES

2.1. We shall provide you with the Phone Services and any Equipment subject to the terms of this Agreement.

2.2. You can place your order for the Phone Services and/or Equipment:

2.2.1. by sending us an Order by email, post or by fax to the address or fax number set out on our Web site; or

2.2.2. by telephoning our sales team on the number set out on our Web site.

2.3. Your Order is an offer from you to enter into a binding contract, which we are free to accept or decline at our absolute discretion. We will not be obliged to provide the Phone Services and/or Equipment to you unless and until;

2.3.1. we have sent written notice to you (either by post, fax or e-mail) of our acceptance of your Order; and

2.3.2. we have received any initial Charges due from you in respect of the Phone Services and/or Equipment (if any).

2.4. Please check that the details in these Terms and in your Order Form are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.5. Please ensure that you read and understand these Terms before you sign and submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.3

2.6. If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.7. Any descriptions or advertising we issue, and any descriptions or illustrations contained in our brochures and other literature are issued or published solely to provide you with an approximate idea of the Phone Services and/or Equipment that they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Phone Services.

2.8. You acknowledge that each item listed on the Order is a single order for each item. Cancellation and/or acceptance of any individual item contained in the Order shall not mean that the remaining items are cancelled and/or accepted by us.

2.9. Subject to your cancellation rights at clause 3, acceptance of the Phone Services and/or Equipment by you indicates your acceptance of the terms and conditions of the Agreement.

2.10. We will notify you as soon as possible if either we or our agents, employees, representatives or anyone else involved in providing the Phone Services and/or the Equipment require access to your premises to:

2.10.1. install the Phone Services and/or the Equipment; or

2.10.2. carry out repairs, maintenance or upgrades.

2.11. Where such notice is received by you, you agree to grant us and/or such other persons referred to above, access to your premises to carry out the installation and/or the repairs, maintenance or upgrades. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

3. DISTANCE SELLING – YOUR CANCELLATION RIGHTS

3.1. If you are a Consumer and you ordered the Phone Services and/or any Equipment from us either over the internet, by telephone or by any other distance selling method you may cancel the Contract in accordance with the Distance Selling Regulations. This gives you the right to cancel your contract within 14 days without giving any reason.

3.2. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

3.3. For sale of goods, the cancellation period will expire after 14 days from the day on which you acquire (or a third party other than the carrier and indicated by you acquires) physical possession of the goods supplied.

3.4. For services, the cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. when we accept your order).

3.5. If you ask us to commence the services before the 14 day period has ended, your right to cancel ends, even if you have not started using the service provided. If you cancel a service before we provide it, you may have to pay for any work that has been done towards providing the service.

3.6. If you cancel your contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than-

3.6.1. 14 days after the day we receive back from you any goods supplied, or

3.6.2. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

3.6.3. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

3.7. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

3.8. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct costs of returning the goods.

3.9. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

3.10. If you request to begin the performance of services during the cancellation period you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract (this applies only where the request to cancel the services is made before they have been fully performed).

4. QUALITY OF THE SERVICES AND/OR EQUIPMENT

4.1. Unless we are prevented from doing so by a Force Majeure Event, we warrant to you that on delivery, the Equipment (if any) shall:

4.1.1. conform in all material respects with its description;

4.1.2. be of satisfactory quality; and

4.1.3. be fit for any purpose we say the Equipment is fit for or for any reasonable purpose for which you use the Equipment.

4.2. Unless we are prevented from doing so by a Force Majeure Event, we warrant to you that the Phone Services shall:

4.2.1. conform in all material respects with their description;

4.2.2. be of satisfactory quality;

4.2.3. be fit for any purpose we say the Phone Services are fit for or for any reasonable purpose for which you use the Phone Services; and

4.2.4. be carried out with all reasonable skill and care;

4.2.5. are free from material defects in design, material and workmanship;

4.2.6. comply with all applicable statutory and regulatory requirements for supplying the Phone Services in the United Kingdom.

4.3. The warranties contained at clauses 4.1 and 4.2 are in addition to your legal rights in relation to Equipment and/or Phone Services which are faulty or which otherwise do not conform with these Terms.

4.4. These Terms also apply to any replacement Phone Services we supply to you in the unlikely event that the original Phone Services do not conform with these Terms.

4.5. We will make every effort to complete the Phone Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Phone Services as soon as reasonably possible.

5. DEMARCATION AND LOCATION OF NTE

5.1. The analogue line rental is from the line card housed in a BT exchange (or any network telephony equipment which provides substantially the same function) to the Network Termination Point (NTP) at the Premises.

5.2. The Network Termination Point (NTP) means the end point of the network cable located either at:

5.2.1. the point at which the network cable arrives on the exterior of the Premises (but no higher than 1.5 m above ground level); or

5.2.2. within 3m of the entry of the network cable into the Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour's work from the time the engineer commences work on arrival at the Premises (provided that the one hour's work will only be undertaken to the extent necessary for engineering or safety reasons).

5.3. The one hours work on site referred to at clause 5.2.2 relates only to the wiring at the Premises, not any work carried out off site.

5.4. The Network Termination Point will comprise one of the following:

5.4.1. an External Network Termination Equipment ("NTE"); or

5.4.2. a single or multi-line internal NTE; or

5.4.3. a single or multi-line termination box (Distribution Point).

5.5. External NTEs will be placed no higher than 1.5m above ground level, and any internal NTE will not be placed higher than 1.5m above floor level in the room in which it is sited.

5.6. The internal NTE will be located on a wall within 3m of the entry point into the Premises as measured horizontally along the entry wall or any adjacent wall. Wiring will be surface run along skirting boards. For avoidance of doubt, the 3m will not cover service to a point 3m radially from entry.

5.7. Subject always to the restrictions set out in this clause 5, the engineer will fit the NTP as close as possible to where you require it to be sited. If this is not sufficient for your needs, you have the option to request a further visit from an engineer, via Customer Services, to fit extension wiring (at additional cost to you) or you may make your own arrangements with another supplier or use wireless technology.

5.8. Placing next to an electrical socket will make the use of DECT and wireless products more convenient. An electrical socket can normally be reached within 3M of the entry point and the engineer will take this into account when advising on engineering suitable entry points to the Premises.

5.9. You will be responsible for any internal wiring beyond the NTP. However, if an engineer is called to repair a fault which is beyond the NTP, the engineer will, where reasonably possible, at the time of repairing the wiring "regularise" the wiring to move the NTP to within the new demarcation point. This will not apply if the wiring has been routed within walls (for instance a previous new development). Additionally, re arrangement of wiring will only take place if it can be done as part of the normal appointment timescales. For instance, a line with excess internal wiring will be repaired by including an NTP at the correct location, and reconnecting the existing wiring and NTE.

6. DEFECTIVE SERVICES AND/OR EQUIPMENT

6.1. In the unlikely event that the Phone Services and/or Equipment do not conform with these Terms, please let us know as soon as possible after we have carried them out, or delivered them to you (as the case may be). We will:

6.1.1. provide you with a full or partial refund, depending on what is reasonable in the circumstances; or

6.1.2. re-perform the Phone Services; or

6.1.3. replace the Equipment (in the case of faulty Equipment).

6.2. These Terms will also apply to any replacement Phone Services and/or Equipment that we supply to you.

7. SERVICE PERIOD

7.1. We will activate the Phone Services, as soon as possible after we have accepted your Order and we have received any initial Charges due, as per clause 2.3.

7.2. Subject to Clause 7.3, the Phone Services will be provided for the Minimum Service Period from the date of activation unless:

7.2.1. we agree otherwise; or

7.2.2. the Phone Services are terminated or suspended earlier in accordance with the terms of this Agreement.

7.3. On expiry of the Minimum Service Period the Phone Services will continue on a rolling 30day term

8. CHANGES

8.1. We will use our reasonable endeavours to provide the Phone Services for the relevant Service Period. However, we may have to suspend your access to the Phone Services if we have to deal with technical problems, or to make improvements to the Phone Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

8.2. We may also have to change the terms and conditions of these Terms. Where this is necessary we will contact you and/or publish details of all changes on our Web site at least 30 days before they take effect. However, if we need to make changes earlier for security, regulatory or legal reasons, we may be unable to give you 30 days' notice. In those circumstances, we will let you know about any changes as soon as we can.

8.3. If we have made a change to your significant disadvantage you may terminate this Agreement early. In this case, the Minimum Cancellation Notice Period will not apply and you will not have to pay any Charges in relation to the Phone Services after the date of termination.

9. CONDITIONS OF USE

9.1. You agree that you will promptly provide us with all information that we may reasonably require in order to provide the Phone Services and to perform our other obligations under this Agreement. If you do not, or if you provide us with incomplete, incorrect, late or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

9.2. You agree that you will be responsible for all use of the Phone Services and, where appropriate, you will be responsible for any additional equipment and/or services (including any telephones connected to the Services where such equipment has not been supplied by us as part of the Equipment); and for obtaining any permits and/or licences which may be necessary for connecting to, and accessing, the Services.

9.3. You are responsible for ensuring that the Services and/or Equipment are used in accordance with the Agreement. If you breach the Agreement we may, in our sole discretion:

9.3.1. suspend or terminate the Agreement and/or any of the Services without notice or refund; and/or

9.3.2. make an additional charge; and/or

9.3.3. block access to any part of the Services.

9.4. If, while using the Services, you discover that another person is using them in contravention of this Agreement, you agree to tell us immediately.

9.5. You agree that you will only use the Services and/or the Equipment in compliance with all Laws.

9.6. In addition to Clause 9.5, you agree that you will not use, and will take all reasonable precautions to ensure that nobody else uses, the Services and/or the Equipment:

9.6.1. fraudulently or in connection with any criminal offence;

9.6.2. to cause annoyance, inconvenience or anxiety;

9.6.3. in any way which, in our reasonable opinion, is or is likely to be detrimental to the provision of services to you or any of our customers, or to our business and/or reputation;

9.6.4. in contravention of any licences or third party rights; or

9.6.5. in a way that does not comply with any instructions provided to you.

9.7. You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.

9.8. Where a User Name and/or Password is issued to you, you agree to:

9.8.1. keep any records of your User Name and/or Password in separate places and take all necessary steps to ensure their security;

9.8.2. keep your User Name and/or Password private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

9.9. You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name and/or Password have become known to anyone else.

9.10. You agree that we may, from time to time, and, where possible, on giving you reasonable notice, suspend and/or change your User Name and/or Password.

9.11. Title to any Equipment which we have agreed to sell to you will remain with us unless and until you have paid all sums due to us in respect of such Equipment.

9.12. You agree to report to us any fault with the Phone Services and/or the Equipment as soon as possible.

10. CHARGES

10.1. Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Phone Services and/or Equipment shall be set out in the Price List and/or the invoice relating to such Equipment and/or Phone Services.

10.2. You shall pay the Charges without any set off or deduction of any kind.

10.3. All such amounts shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be charged at the prevailing rate and shall be payable in addition to all such amounts due from you.

10.4. You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. If this Agreement terminates (for any reason), it is your responsibility to terminate any standing order or direct debit with your bank.

10.5. Our preferred payment method is Direct Debit, if no direct debit instruction is in place our payment terms are strictly 14 days unless agreed otherwise, failure to pay any invoice within 14 days may result in an administration charge of £10 being applied to your subsequent invoices.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Phone Services and/or Equipment will belong to us absolutely.

11.2. You may not use the materials, documents or other items detailed in clause 11.1 for any commercial purpose.

12. LIABILITY

12.1. Neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Phone Services, give any guarantee that the Phone Services will be uninterrupted or free from error.

12.2. Subject to clause 12.3, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

12.3. Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

12.3.1. loss of income or revenue;

12.3.2. loss of business;

12.3.3. loss of, or damage to, goodwill and/or reputation;

12.3.4. loss of anticipated savings; or

12.3.5. loss of, or corruption to, data,

however, this clause shall not prevent claims for foreseeable loss of, or damage to, your physical property.

12.4. This clause does not include or limit in any way our liability for:

12.4.1. death or personal injury caused by our negligence; or

12.4.2. fraud or fraudulent misrepresentation; or

12.4.3. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.4.4. losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

12.4.5. any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

12.5. In any event:

12.5.1. our liability to you for any failure of the Phone Services and/or the Equipment in any Service Period shall not exceed the Charges payable in respect of such Service Period.

12.5.2. our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with the Agreement shall not exceed the amount of Charges paid by you to us in accordance with the Agreement.

13. YOUR RESPONSIBILITIES

13.1. You agree that you will be responsible for and hold us and our agents, contractors, licensees, employees and information providers, involved in providing the Phone Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement,

13.2. You agree to pay all costs, damages, awards, fees (including legal fees), judgments and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to at Clause 14.1 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.

13.3. You also agree that we shall have full authority to defend, compromise or settle such claims referred to at Clause 14.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.

13.4. You agree that you are entirely responsible for any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use).

13.5. You agree that the configuration of your internal network remains your responsibility. Any interruption to the Phone Services resulting from the operation or configuration of your internal network shall not be regarded as an interruption in or suspension of the provision by us of the Phone Services.

14. SUSPENSION AND TERMINATION

14.1. In order to maintain the quality and safety of the Phone Services, and any other services which we provide to our customers, we may from time to time:

14.1.1. suspend, close down or restrict the whole or any part of the Phone Services in order to carry out emergency or other repairs, maintenance and/or improvements; and/or

14.1.2. to prevent overload of the network or to preserve the safety, security or integrity of the Phone Services (although we will give you as much notice as is reasonably practicable before doing so and will use our reasonable endeavours to carry out such works during the relevant scheduled maintenance periods as published by us); and/or

14.1.3. give you instructions on how to use the Phone Services and/or the Equipment and you agree to comply with any instructions we may give you in accordance with this Clause.

14.2. You agree that we may suspend or terminate the Phone Services and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims, either:

14.2.1. where we reasonably believe that the Phone Services are being used in breach of Clauses 9.5 or 9.6;

14.2.2. for non-payment (when due) of the Charges or any other sum due from you under the Agreement or any other agreement with us;

14.2.3. for any other material breach of the Agreement by you;

14.2.4. where you have breached the Agreement in any other way on three or more occasions; or

14.3. You also agree that where the Agreement is terminated for any reason the Phone Services will automatically terminate.

14.4. You agree that, notwithstanding the provisions of Clauses 7 and 15.1 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Phone Services at any time, on 30 days' notice. We will repay to you a proportion of the Charges which reflects the period agreed for provision of the Phone Service(s) which has yet to expire at the point of termination. Any refund that is due to you, will be made by us following the cancellation of the Phone Service(s), and will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank or credit card details to allow a refund to be made, you will lose the right to such refund.

14.5. Any suspension of the Phone Services by us in accordance with this Agreement will not constitute a termination of the Agreement

14.6. You may terminate all or any of the Phone Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation Notice Period. Where you terminate within the Minimum Service Period or a subsequent Service Period you will be liable to pay the Charges due in respect of that Minimum Service Period or subsequent Service Period as the case may be.

14.7. We may terminate all or any of the Phone Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

14.8. Where necessary for commercial, technical or other reasons

14.8.1. a network or service provider connected to the Phone Services may suspend or terminate its connection to the Phone Services; and

14.8.2. the Phone Services may suspend or terminate their connection to another network or service provider.

14.9. You agree that any such suspension or termination referred to at clause 14.8 will not constitute a breach by us of the Agreement and that, unless otherwise specified by us, the Phone Services are provided on an "as is" basis without guarantee of any kind.

14.10. You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Phone Services in accordance with clause 14.8 above.

15. PERSONAL DATA

15.1. We will only use the personal information you provide to us to provide the Phone Services and/or Equipment or to inform you about similar services and/or equipment which we provide, unless you tell us that you do not want to receive this information.

15.2. You agree that in order for us to provide the Phone Services and/or Equipment we may, in certain circumstances, need to supply your personal information to our suppliers. In such cases, your personal data will only be processed by our suppliers to allow them to provide and maintain the Equipment and/or Phone Services.

15.3. You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to, government or other bodies and/or authorities

15.4. You also acknowledge and agree that we may pass your details to credit reference agencies.

16. EVENTS OUTSIDE OF OUR CONTROL

16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a "Force Majeure Event").

16.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

16.2.1. strikes, lock-outs or other industrial action; or

16.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

16.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

16.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

16.2.5. impossibility of the use of public or private telecommunications networks.

16.3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by

which our obligations under these Terms can be performed despite the Force Majeure Event. If the Force Majeure event continues for more than 90 days, then either we or you may terminate the Agreement upon giving written notice to the other.

17. ASSIGNMENT

17.1. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

18. WAIVER

18.1. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

19. VARIATION

19.1. No variation of the Agreement or these Conditions will be valid unless it is in writing and signed by, or on behalf of, each of the parties.

20. NOTICES

20.1. You agree to keep the contact details which you have provided to us up to date.

20.2. Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address and/or email address as may be specified by us to you for this purpose from time to time. We may give notice to you at either the e-mail or postal address you provide to us in your Order Form.

20.3. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

21. ENTIRE AGREEMENT

21.1. The Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Phone Services, to the exclusion of all prior agreements, arrangements and understandings. The Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by law.

22. SEVERANCE

22.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

23. NO PARTNERSHIP OR AGENCY

23.1. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

24. THIRD PARTY RIGHTS

24.1. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

25. GOVERNING LAW AND JURISDICTION

25.1. These Terms shall be governed by Scottish law and you and we both agree to the non-exclusive jurisdiction of the Scottish courts.