

circle.cloud terms and conditions

The finer details related to your agreements with circle.cloud, below is our full set of terms and conditions.

1. interpretation

1.1. Certain Terms within these Terms and Conditions are subject to specific interpretation which is listed below.

1.2. In these Terms and Conditions, The following Term will have the following meanings (unless the context specifically requires otherwise):

- The Act: Refers to the Telecommunications Act 1984

Contract: Refers to the Contract created and signed by all parties for the Supply of the Service. Any Contractual obligations are binding at the point of request by the customer for the Service.

Supplier(s): Circle Cloud Communications Ltd, trading as circle.cloud, is a Private Limited Company incorporated and registered in England and Wales. The Supplier operates under Company No. 09830711 and VAT No. 224 7751 05 and at the registered address of Ariadne House, Town Quay, Southampton, SO14 2AQ. Supplier may also refer to CircleNet LLP, Trading as Circle, is a Limited Liability Company incorporated and registered in England and Wales. This Supplier operates under Company No. OC400103 and VAT No. 222 5595 15 and at the registered address of Ariadne House, Town Quay, Southampton, SO14 2AQ. Supplier may also refer to 3C Capital Ltd, trading as 3C, is a Private Limited Company by Shares incorporated and registered in England and Wales. The Supplier operates under Company No. 13942007 and at the registered address of Ariadne House, Town Quay, Southampton, SO14 2AQ.

Customer: refers to the party cited and subject to the Service Agreement/ Contract and the Terms and Conditions as a result of their agreement with the Supplier(s).

Sufficient Time: Refers to a period of 3-months or less.

Service Agreement: Refers to the equipment list supplied with the Contract and is entitled the 'Service Agreement'. This agreement also makes reference to any/all services provided by the Supplier.

Additional Charge: Refers to any charges outside the quoted price for any work performed outside of the set Contract.

Additional Price List: Refers to the pricing sheet that a customer will be subjected to if they exceed their Service Agreement. This can be provided to the customer upon request.

Suitable Conditions: Refers to Conditions deemed safe and workable. These Conditions will be determined by the Supplier as and when necessary, and will be carried out within the Premises Survey.

Business Day: Refers to any period within the working week. Specifically, Monday to Friday 7:00am - 7:00pm. This period excludes weekends, bank holidays and public holidays.

Terms: Refers to the Terms and Condition created by the Supplier(s) business service(s).

Both 'Terms' and 'Terms and Conditions' are used interchangeably.

Equipment: Refers to any and all Equipment detailed within the Service Agreement and/or Contract.

Customer Equipment: Refers to the Equipment that is provided by Supplier which the Customer uses or plans to use. The use/plan of use of the Equipment is impliedly stated through the contractual arrangement provided between the Supplier and Customer.

Service: Refers to the telecommunications Service detailed and outlined in the Service Agreement which are to be supplied by the Supplier to the Customer under these Terms.

Service Failure: Refers to the continuous total loss of the facility to make or receive a call. This includes, any related service provided to the Customer by the Supplier under these Terms.

Fair Usage: Refers to the appropriate use of the Service which does not detriment the Supplier, the Supplier's representatives, and any supplier for the Supplier.

Input Material: Refers to all documents and other relevant material provided by or to the Customer in relation to the Service. The relevance of the Input Material

listed will be down to the discretion of the Suppliers representative.

Call: Refers to any signal message or other form of communication that is silent, spoken or visuals that are provided by the Supplier and used by the Customer.

Minimum Period: Refers to a minimum period of 12-months of the Service, (or any period as highlighted within the Service Agreement and negotiated between the Supplier and Customer).

Premises: Refers to any place whereby the Supplier agrees to provide the Service.

1.3. Reference to legislative provisions are to be understood as a reference to that provision as amended, re-enacted and/or extended at the relevant time, Every reference to legislative provisions are to be interpreted as amended, re-enacted and/or extended at the relevant time.

1.4. Headings do not affect the interpretation of legislation or expressions within these Terms and Conditions and are provided for convenience only unless impliedly stated otherwise within the Service Agreement or Contract by the Supplier.

2. supply of the service

2.1. The Service and Equipment shall be supplied by the Supplier to the Customer subject to these Terms.

2.2. For all purposes of the application of this section, Supply of the Service includes:

2.2.1. Network Services

2.2.2. Leasing Services

2.2.3. Maintenance

2.2.4. IT Support

2.3. Variations to these Terms will only be binding when agreed in writing by the Supplier, normally within the 'Special Conditions' section of the relevant Service Agreement.

2.3.1. Any 'Special Conditions' agreed by the Suppliers representative may not be considered valid by the Supplier unless it has been expressly listed under the 'Special Conditions' section within the Service Agreement and clearly initialled/ signed by the representative.

2.4. The Service will be provided by the Supplier before or on the date agreed with the Customer. The Supplier will agree the date following a survey of the premises (the necessity of such a condition will be evaluated by the Supplier or a representative of the Supplier and will be listed in a maintenance sheet carried out by any on-duty engineers).

2.5. The Minimum Period begins on the date the Service Agreement is signed.

2.6. The Supplier may need to interrupt the service or change the codes for operational reasons. The customer will be notified within Sufficient Time.

2.7. The Customer accepts that occasionally, the Supplier will provide instructions regarding the Service. The Customer must follow these instructions. Any fault that occurs as a result of derogation from the instructions given by the Supplier will result in liability to the Customer. The Customer may need to pay extra maintenance charges as a result. Maintenance charges are fixed and can be found within the Suppliers Additional Price List.

2.8. It is the Customer, who at their own expense will supply the Supplier with all necessary documents and other materials as well as all necessary data and other relevant information connected to the Service and the Equipment within Sufficient Time to enable the Supplier to make available the Service and the Equipment in line with the Contract. The Customer has the responsibility to ensure all Input Material is accurate and relevant.

2.9. Duplicate copies of all Input Material will be retained by the Customer at its own expense in order to ensure any applicable and payable damages for accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

2.10. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.11. Where the Service has been superseded with a similar or improved product, the Supplier reserves the right to alter the specifications of the Service

and/or the Equipment after acceptance by the Customer.

2.12. The Supplier reserves the right to change the specification of the service and/or the Equipment so that the Service conforms to any applicable safety or other statutory requirements.

2.13. The Supplier can change the Conditions (including charges) at any time. Increases will normally be in line with the rate of inflation determined in accordance with the Retail Price Index (RPI). However, increases to the Customers agreement will be no more than 10% annually.

2.14. Any guarantees or conditions stated in the Special Conditions section of the Service Agreement override any conflicting conditions in these Terms and Conditions.

2.15 Call recordings are stored for 3 months by default, longer term options are available upon request.

2.16 The Supplier may disable mobile and/or desktop app licenses by putting them into hibernation if any user within the Customers account who has mobile or desktop app licences assigned, has not signed in for a period of 21 days or longer. The Customer must contact their account manager for any licenses to be re-enabled.

3. managing the service

3.1. Where a fault in the Service is reported by the Customer, the Supplier will respond between the hours of 08:00 am and 5:30 pm from Monday to Thursday, 08:00 am and 4:30 pm Friday. Optional Out of hours Technical Support is available 24/7.

3.1.1. For lines on the Openreach network, the following service level categories exist. It is up to the Customer to consult the Service Agreement or account manager to verify what service level your lines are currently on.

3.1.1.1. Care Level 1: Fault cleared by 23:59 day after next, Monday to Friday, excluding Public and Bank Holiday. For example, report Tuesday, clear Thursday.

3.1.1.2. Care Level 2: Fault cleared by 23:59 next, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday.

3.1.1.3. Care Level 3: Report by 13:00, fault cleared by 23:59 the same day, report after 13:00, clear by 12:59 the next day, seven days a week, including Public and Bank Holidays.

3.1.1.4. Care Level 4: Fault cleared within 6 hours, any time of the day, any day of the year.

3.1.2. If the Supplier agrees to work outside of standard support hours, the Customer will be subject to additional charges listed in the Additional Price List.

3.1.3. If no active maintenance plan, as detailed in clause 25 exists, the Customer will be subject to additional charges listed in the Additional Price List for maintenance services provided during support hours or out-of-hours once any promotional maintenance period has expired.

3.1.4. If the Customer reports a fault and the Supplier finds that there is not one, or that the Customer has caused the fault, the Supplier may charge the Customer for any work undertaken to discern the reported fault.

4. monitoring calls

4.1. Calls relating to Customer services and sales are monitored and recorded by the Supplier. This is carried out for training purposes and to improve the quality of its Customer services.

5. access to and preparing the premises

5.1. The Customer agrees to prepare its premises according to any instructions the Supplier may give, and provide the Supplier with reasonable access to the premises.

5.2 When the maintenance/work has been completed, the Customer will also be responsible for putting items back for and re-decorating which may be needed. Modifications to the premises will be listed within the premises survey carried out before installation in accordance with Section 2.4.

5.3. If the Supplier needs to cross other people's land, or put equipment on a third party's property (such as a neighbour or landlord), the Customer agrees to obtain their permission.

5.4. The Supplier will meet the Customer's reasonable safety and security requirements when on the customer's premises. The Customer agrees to ensure Suitable Conditions for any of the Supplier's representatives.

5.5. The Customer agrees to provide, at its expense, Suitable Conditions for the

Supplier's Equipment, and when required, a continuous electricity supply and connection points for the Supplier's representatives.

5.6. The Customer agrees to look after any of the Supplier's equipment and as such, will be liable to pay for a repair or replacement needed if it is damaged, unless the damage is due to general wear and tear during the device warranty period, or is caused by one of the Supplier's representatives.

6. customers equipment

6.1. Where the Customer wishes to connect Customer Equipment to the Supplier's telephone network serving broadband, the Customer must obtain permission from the Supplier to do so. It should be noted that in this instance, the Customer may be responsible for any faults or damages

6.2. Any Customer Equipment must be:

6.2.1 Technically compatible with the Service and not harmful to the network or other Customers Equipment;

6.2.2. Connected and used in line with any relevant instructions, standards, or laws.

7. fair usage

7.1 Fair Usage of the Service requires the Customer to, but is not limited to:

7.1.1 Appropriately use additional services such as the Suppliers IT Support line. If the Supplier is notified of a Customer's over usage of this Service, the Supplier holds the right to retract any IT support commitments to the Customer and/or apply extra charges to the Customer's Contract.

7.1.2 In any instance where a Customer has purchased an unlimited calls package, the Customer is aware that this package will have a fair usage limit. As a result, using the Suppliers Service for high volume outbound calling such as, but not limited to, cold calling or marketing campaigns will constitute a derogation from this section, and the Customer will be reverted to a standard UK-1 package and out of bundle call charges will apply above this package.

7.1.3 Evalua Fair Usage Transcription Allowance: The Evalua user license includes up to 10 hours of call transcription per user per calendar month. This allowance is subject to fair use. Additional transcription requires pre-purchase in separate blocks and will be charged at £0.50 per hour. Customers will be notified upon reaching the monthly limit.

7.1.4 Derogation from this section on a repetitive basis will constitute a breach of Contract and as a result, the Supplier reserves the right to terminate the Customers Service Agreement.

8. misusing the service

8.1 It is prohibited for anyone to use this service:

8.1.1. fraudulently, or in connection with any criminal offence, or;

8.1.2. to make offensive, indecent, menacing, nuisance, or hoax calls.

8.2. The Customer agrees to take all reasonable steps (in line with statutory law) to ensure that no criminal activity will take place within the use of service and/or Equipment provided by the Supplier. The Supplier will take reasonable action if it is found that any action listed within section 7 and/or section 8 has taken place. The action taken by the Supplier is listed within Section 22 of these Terms. The Customer is liable for reimbursing the Supplier for all costs that the Supplier has been subjected to as a result.

9. charges and deposits

9.1. All charges for the Service provided by the Supplier to the Customer will be shown on the Service Agreement (or otherwise agreed), and will be calculated using the details recorded by the Supplier, and are to be paid as agreed by the Customer at first instance. If the Customer requests any additional Service that was not initially included within the Service Agreement, a charge will be applied in accordance with the Supplier's Additional Price List which will be supplied to the Customer upon installation.

9.2. Unless section 9.4 applies, rental charges will be invoiced monthly in advance, and call charges will be invoiced monthly in arrears. The Supplier holds no liability for late invoices.

9.3. The Supplier will send its first invoice shortly after providing the Service, thereafter in monthly intervals (dependent on the start date of the Customer's Contractual relations with the Supplier). The Supplier may invoice the Customer at a different time outside of the regular intervals.

9.4. If the Customer orders a temporary Service, the Supplier may invoice the Customer for Additional rental Charges in advance for the full period of the temporary Service.

9.5. The Supplier will send invoices for the Services to the email address listed on the Service Agreement and/or supplied by the Customer at the point of sale.

9.6. Upon signature of the Service Agreement, the Customer agrees to pay all charges for the Service whether the Service is used by the Customer or a third party in receipt of the Suppliers invoice.

10. price of the service

10.1. The price of the Service shall be the relevant price at the time the Service is in use as determined by the tariff stated in the Service Agreement.

10.2. Free calls bundles apply a fair usage policy of monthly minutes to call UK landlines, UK mobiles and UK national non-geographic numbers. Landlines are classed as UK numbers beginning 01 and 02. Mobiles are classed as numbers beginning 07 and provided by any of the networks listed in clause 9.5. National non-geographic numbers are classified as numbers beginning 03. Premium rate numbers and international calls are not included unless specified in the Service Agreement. Premium numbers are classed as numbers that begin 084, 087 and 09. If one of the packages below is selected in the Service Agreement, any calls made above the package shown in the Service Agreement will be chargeable at the rates displayed in the Service Agreement and/or the Suppliers out-of-bundle Rate Card. The packages offered by the Supplier are as follows:

10.2.1. UK-0 or starter package: 500 UK local and national, 250 UK mobile minutes.

10.2.2. UK-1 or bronze package: 500 UK local/national, 500 UK mobile, 100 UK national non-geographic minutes.

10.2.3. UK-2 or copper package: 2000 UK local/national, 1000 UK mobile, 100 UK national non-geographic minutes.

10.2.4. UK-3 or silver package: 5000 UK local/national, 2000 UK mobile, 100 UK national non-geographic minutes.

10.2.5. UK-4 or gold package: 10000 UK local/national, 5000 UK mobile, 100 UK national non-geographic minutes.

10.2.6. Unlimited calls package: 1000 minutes per user, split equally between UK landlines and UK mobiles, 100 UK national non-geographic minutes shared between all unlimited users.

10.3. All prices stated within the Service Agreement are exclusive of VAT, any applicable VAT, import or export duties or other taxes or duties applicable are to be payable by the Customer in addition to any prior payment obligations by the Customer

10.4. The Supplier shall be entitled to vary the original tariff stated within the Service Agreement from time to time dependent on extenuating circumstances (please ask one the Supplier's representatives for more details). The Supplier holds a positive obligation to notify the Customer no less than 3-months prior to the charges.

10.5. Additional services may be included as opt-out products on the Customer's account by the Supplier.

10.6. Any UK mobile call bundles include the major mobile networks only, this includes:

10.6.1. EE (Orange and T-Mobile);

10.6.2. Vodafone;

10.6.3. O2;

10.6.4. Three.

10.7. Any leased line pricing is not confirmed until the order has been placed and confirmed by the Supplier with any relevant third party suppliers. All leased line pricing is built into the costings listed within the Service Agreement but is subject to change if any initial quote is rejected and amended by the third party supplier.

10.8. The Supplier reserves the right to change the cost of IT support Services listed within the Contract. Any quoted pricing for IT support is subject to change depending on the Customer's Fair Usage of the Service (please refer to section 7.1.1 of these Terms). The Customer will be given no less than 1-months notice prior to any price change, and as a result will also be provided with the option to terminate their IT support service.

10.8.1. If any instance where the Customer decides to terminate their full Contract with the Supplier, they will be subject to a settlement - please refer to section 22 and/or 23 (dependent on the circumstances) for more details. Please refer to section 11 for the Terms of Payment.

10.8.2. Please note that it will be the IT Support Supplier that will notify the Supplier of any price increase, and justification/rationale for such price change.

10.9. In any instance where the Supplier may change their prices of service or service description of a mobile bundle due to their supplier's demand, the customer will be granted the option to either pay more, subject themselves to the amended Terms of the Agreement, or take their SIM to another provider.

10.10 The Supplier may, from time to time, change the rates on the out-of-bundle Rate Card for specific destinations.

10.11 The Customer agrees emergency dongle SIM card activations and usage will be chargeable at the rate displayed on the Additional Price List.

10.12 Voice licenses definitions:

10.12.1 Device only license: 250 UK landline (01, 02) minutes shared between all device only licenses, no access to apps. This license is only for shared user access devices, such as conference room phones, hotel room phones, door entry units, and any devices shared between low usage users. This license does not allow hot desking, for hot desking, at least a standard user license per hot desking user is required.

10.12.2 Standard user license: 500 UK minutes per user split equally to landlines (01, 02) and mobiles (07). No non-geo minutes (03, 08, 09) included. Mobile & desktop or MS Teams apps included. Note a common area phone license is required for MS Teams, not included in this user license.

10.12.3 Unlimited user license: Fair usage of 1000 UK minutes per user split equally between landlines (01, 02) and mobiles (07). 100 national non-geo minutes (03). Mobile & desktop or MS Teams apps included. Note a common area phone license is required for MS Teams, not included in this user license.

11. terms of payment

11.1. In Terms of Payment, the Customer will be invoiced by the Supplier for outsourcing monies on a monthly basis for the amount detailed and outlined in the Service Agreement

11.2. Any outstanding sums are payable in full in line with the date specified in the invoice sent by the Supplier to the Customer. Payment must and will be taken via Direct Debit.

11.3. The Supplier will submit invoices to the Customer via email unless stated otherwise.

11.4. In any instance where the payment is outstanding on or past the due date, the Supplier may:

11.4.1. cancel the Contract;

11.4.2. stop providing the Service;

11.4.3. charge the Customer interest (both before and after any judgement) on the amount specified as unpaid, at the rate of 4% per month (or part of a month if applicable) until the payment has been made in full;

11.4.4. demand immediate payment of all outstanding sums due;

11.4.5. render the Equipment non-functional until all outstanding invoices and interest have been paid in full;

11.4.6. charge a late payment fee of £50 per invoice.

11.5. Where the Customer requests that the Supplier change the network telecommunications Supplier used in connection with the Service, the Supplier shall be entitled to be reimbursed by the Customer any and all charges, expenses and any other costs incurred in any respect.

11.6. For any Customer that chooses not to pay the monthly bill by Direct Debit, a non-Direct Debit fee of £10.99 will be applied to the Customer's monthly invoice.

12. delivery of equipment

12.1. The location detailed within the Service Agreement will be the agreed location upon which the Supplier will deliver the Equipment.

12.2. Dates for Equipment delivery are not absolute and instead approximated only and the Supplier shall not be liable for any delay in delivery of the Equipment howsoever caused. Tie for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving notice within Sufficient Time to the Customer.

13. risk and property

13.1. The Supplier retains the Equipment at the Supplier's property unless

otherwise stated in writing.

13.2. The Customer shall keep the Equipment separate from that of the Customer and third parties and stored, protected and fully insured and identified as the Supplier's property. The Customer shall, if so requested by the Supplier, produce within 7 days any evidence of such insurance to the Supplier.

13.3. The Customer shall deliver the Equipment to the Supplier on demand and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment and will do so without breaching the peace.

13.4. The Customer may not pledge or in any way change the Equipment by way of security for any indebtedness of the Customer.

13.5. The Customer shall keep the Equipment in good condition and not alter or modify it in any way

14. customer obligations

14.1. In this Agreement, it is accepted by the Customer that the Customer will:

14.1.1. allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, access to information and assistance from the Customers' employees;

14.1.2. use the Service and the Equipment in accordance with instructions given by the Supplier;

14.1.3. ensure that only attachments approved for connection under the Telecommunications Act 1984 and the Supplier be connected with the Service;

14.1.4. not to use the Service or the Equipment in a manner that constitutes a violation or infringement of the rights of any other party;

14.1.5. maintain the Equipment in good working order and in conformation with the relevant standard or approval for the time being designated under the Act or any other relevant regulations authorities or licences;

14.1.6. obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service and/or the Equipment;

14.1.7. indemnify and keep indemnified the Supplier in full against all loss (including loss of profit), liabilities, damages, claims, charges, losses and expenses incurred by the Supplier as a result of any breach of the Customer's obligations under the Contract.

14.2. The Customer also agrees to:

14.2.1. settle with the Supplier any outstanding amounts owed under this Agreement within the agreed settlement dates;

14.2.2. ensure that the Equipment is not:

14.2.2.1. from the address of the original installation not moved;

14.2.2.2. altered, adjusted, or interfered with in any way except by any representative or agent of the Supplier.

14.3. The Customer must provide the Supplier with complete access to the Equipment during the agreed hours in line with the agreed service tier to enable maintenance of the said Equipment to be carried out.

14.4. In the event of errors by persons other than the Supplier's servants or agents, the customer must pay the Supplier's charges for repairing or reprogramming the Equipment due to such errors.

14.5. Not alter or extend the Equipment without prior notification to the Supplier (an additional charge may, at the Supplier's sole discretion be made for the maintenance of altered Equipment); and if so provide the Supplier with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records

15. resolving disputes

15.1. Circle will try to resolve any disputes with the Customer. However, if the parties cannot agree, the Customer may refer the dispute to an ADR (Alternative Dispute Resolution) scheme or the Ombudsman or any other recognised dispute resolution service upon notifying the Supplier. Further details of these can be provided upon request.

16. transferring this contract

16.1. Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

17. third party rights

17.1. The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Right of Third Parties) Act 1999.

17.2. The Supplier may take instruction from a third party that it believes, with good reason, is acting with the Customer's permission.

18. notices

18.1. Where the parties of any Contract between the Customer and the Supplier need to communicate with each other in writing, the following protocol must be followed:

18.1.1. in any instance where the Supplier needs to communicate with the Customer, the Supplier must send the communication to the Customers address which is listed within the Service Agreement, their bill/invoice, the address of their premises, or if it is a limited company, its registered office;

18.1.2. in any instance where the Customer needs to communicate with the Supplier, the Customer must send this communication to the Supplier's address which will be listed on any bill/invoice sent by the Supplier to the Customer.

19. the service guarantee

19.1. The Supplier undertakes the guarantee:

19.1.1. to set in place a repair to a Service Failure in line with the repair Service the Customer has opted for. For standard Service this means by midnight on a Business Day (as defined in section 1, this excludes public and bank holidays) after the day the fault had been reported to the Supplier by the Customer;

19.1.2. to provide a Service by the date agreed with the Customer as described in the Service Agreement;

19.1.3. to keep an appointment the Supplier makes with the Customer under this Contract with a Supplier representative (normally an engineer or other applicable third party such as OpenReach).

19.2. If the Supplier is late in providing the Service (including the repair of a Service Failure), the Customer may choose to divert their numbers or move their office phones to another location.

20. application of the guarantee

20.1. This guarantee applies to the Service, including any related Services that the Supplier provides the Customer.

20.2. The guarantee does not apply if:

20.2.1. A party, other than the Supplier or the infrastructure provider, has caused the fault;

20.2.2. the Supplier or the infrastructure provider asks for access to the premises and the Customer does not allow this;

20.2.3. the Supplier or the infrastructure provider reasonably asks for additional help and the Customer does not provide this upon request.

21. warranties and liabilities

21.1. The service provided by the Supplier is not warranted to be fault free.

21.2. Subject to the conditions set out below, the Supplier shall pass to the Customer (to the extent that the Supplier is legally entitled to do so) the benefit of any manufacturer's warranty.

21.3. Where a valid claim is made in writing by the Customer in respect of Equipment that is defective or does not meet the specifications detailed in the Service Agreement the Supplier shall repair the defect provided that the Customer is not in breach of any of the terms of the Contract but the Supplier shall have no further liability whatsoever.

21.4. Subject as expressly provided in these Terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Equipment or resale of the Equipment by the Customer are excluded to the fullest extent permitted by law. The Supplier's prices are determined on this basis.

21.5. The Supplier's employees or agents are not authorised to make any representations about the Service unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim it may have for damages for or right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).

21.6. The Supplier shall not be liable for any advice or recommendation about the Contract given by the Supplier or its employees or agents to the Customer or its employees or agents that is not confirmed in writing by the Supplier. The Customer acts on such unconfirmed advice or recommendation entirely at the Customer's own risk. The Customer confirms that it has not been induced to enter into this Contract on the basis of any representations of the Supplier that have not been confirmed in writing.

21.7. The Supplier shall have no liability whatsoever:

21.7.1. in respect of any defect arising from fair wear and tear, wilful damage, negligence (including improper storage), improper installation, use or maintenance, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

21.7.2. if any sum owed by the Customer to the Supplier has not been paid.

21.7.3. if loss is suffered by the Customer because the Equipment fails to perform to its specifications due to the default of the network provider or any other third party.

21.7.4. if the Customer loses the Equipment or the Equipment is stolen.

21.8. Save as otherwise expressly provided in these Conditions, the following provisions set out the Supplier's entire liability (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Customer in respect of:

21.8.1. any breach of the Supplier's contractual obligations arising under the Contract;

21.8.2. any representation (other than fraudulent misrepresentation) statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

21.9. Any act or omission on the part of the Supplier or its employees, agents or subcontractors falling within section 21.8 above is described as an "Event of Default".

21.10. That part of the Supplier's liability to the Customer for death or injury resulting from the Supplier's negligence, or the negligence of the Supplier's employees, agents' or subcontractors that the law does not permit the Supplier to exclude shall be limited to the Suppliers current public liability insurance policy value.

21.11. To the extent the law does not permit such liability to be excluded and save as otherwise expressly provided, the Supplier's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price paid by the Customer for the Service and Equipment over the three month period preceding the Event of Default.

21.12. Subject to section 21.9 above, the Supplier shall not be liable to the Customer in respect of any Event of Default for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special, indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Supplier had been advised of the possibility of the Customer incurring the same.

21.13. The Supplier shall not be liable to the Customer, or be deemed to be in breach of the Contract, by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations, if the delay or failure was due to any cause beyond the Supplier's reasonable control including (without limitation) flood, fire, lightning, war or threat of war, sabotage, civil disturbance or governmental action, third party suppliers, import or export regulations or embargoes.

21.14. The Customer shall fully indemnify the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or wilful misconduct of the Customer.

21.15. The Customer agrees that it shall be solely liable for and, if so required, indemnify the Company for any costs of or occasioned by any interference with and/or usurpation of and/or unauthorised access to the calls (whether incoming or outgoing) provided by the Telephone Call Service by any third party whether such interference or usurpation is a part of a fraud, attempted fraud or any course of action with fraudulent intent or otherwise. The Customer further agrees that it will pay any sum demanded in writing by the Company under this clause 20.15 forthwith to the Company. To protect our customers against Toll Fraud, the Supplier will apply a monthly opt-out charge for Circle Eye on the Customer account.

21.16. Broadband speeds that are stated on the Service Agreement which do not form part of a Leased Line (which should have its own separate Service Agreement) are approximated and should be taken as an "up to" measurement, not the exact service delivery speeds.

21.17. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

21.18. 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. You accept that there may also be degradation to the quality of the Service from time to time and that we will not be liable for any loss or damages should the quality of the Service we provide is affected by such matters.

21.19. 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:

21.19.1. indirect or consequential loss, loss of profits, business revenue, goodwill or any other economic loss arising under or in connection with the Contract;

21.19.2. any claim arising as a result of the default of the network provider or any other third party or faults in the Service provided by the network provider or any other third party;

21.19.3. any claim in circumstance where any sum owing by the Customer to the Supplier has not been paid;

21.19.4. the imposition of legal or regulatory restrictions which prevents the Supplier from supplying the Service;

21.19.5. any unavailability of the Service or reduced performance as a result of:

21.19.5.1. the suspension of the Service in accordance with these Terms, or;

21.19.5.2. the lawful termination, suspension, or limitation of any other Service that prevents the Supplier from Supplying the Service.

22. termination by the supplier

22.1. The Supplier, by giving written notice to the Customer, may terminate their Contract with the Customer with immediate effect:

22.1.1. If the Customer breaches any term of the Contract and fails to rectify the breach within 14 days of being sent written notice by the Supplier requesting rectification, such termination would result in settlement charges equating to an average of 3 months revenue multiplied by the number of months remaining within the contract Term;

22.1.2. if the Customer at any time does not have the necessary valid licence to run its telecommunications system;

22.1.3. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a limited company) goes into liquidation; or an encumbrancer 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.

22.2. The Supplier may terminate their Contract with the Customer at any time by giving no less than 28 days prior notice in writing to the Customer.

22.2.1. This extends to termination of a client's service to Circle Eye if the customer is using more than the desired amount. Please note that this is down to the discretion of Circle Eye. Circle Cloud Communications Ltd, CircleNet LLP, 3C Capital and other relevant parties are not liable for any decision made. The Supplier, under their own discretion, may allow for a renegotiation of the original terms in line with the needs for the company, inflation (in line with RPI), and any other extenuating circumstances that the Supplier deems applicable.

22.3. Upon termination of the Contract/Service Agreement, the Customer will continue to be liable for the full monthly plan and usage charges up until the point that all Services have been moved away. Once all services have moved away, a final invoice will be sent which will include all outstanding bills and any early settlement charges due.

23. termination by the customer

23.1. To terminate this Contract, the Customer must provide the Supplier with no less than 6 months prior written notice. Termination of this Agreement during the Contracted period will lead to charges equating to an average of the last

3 months' invoice revenue, or anticipated charges if 3 invoices have not been generated, multiplied by the number of months remaining within the Contract term. Where this termination notification is not forthcoming, the settlement fee will be equal to an average of the last 3 months' billing multiplied by the remaining Contract term, which the Customer agrees represents a genuine estimate of the loss suffered as a result of the breach.

23.2. The Customer hereby agrees to repay in full, all settlement 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 the minimum term expiring.

23.3. This Service Agreement shall be automatically extended for a further period of 36 months after the end of the Agreement's initial minimum term unless the Customer serves notice to terminate this Service Agreement, such notice to be served is 6 months before the end of the agreement's initial term or any subsequent terms. A notice given to a party under section 23.3 shall be sent to the party for the attention of the Managing Director to the email address supplied by the Supplier.

23.4. The Customer is aware that upon signing this contract, the Supplier will process the order of licences, transfer of lines, broadband and number ports immediately, the Customer is also aware that there is no cooling off period.

23.5. The Customer is aware that once the licences have been activated and transfers have been placed, the contract term agreed in the Service Agreement now forms a legally binding contract between the Customer and the Supplier. The Customer may terminate this contract at any time after completion but will be subject to the early settlement charge section 23.1.

23.6. Any service or feature cancellation will incur a fixed £50 admin fee per service, feature and user.

23.7. Upon termination of the Contract by the Customer, any past introductory credits paid will be reimbursed to the Supplier by the Customer and built into the settlement figure payable by the Customer. The Customer also resigns the right to further introductory credits offered to the Customer at the point of sale.

23.8. If a Customer had previous settlement charges paid to their previous provider by the Supplier, the charges paid will be built into the settlement figure payable by the Customer.

23.9. Section 22.3 applies.

23.10 If the order is cancelled prior to the first installation date, the Customer agrees to pay the Supplier a cancellation fee equal to the aggregate of twelve (12) monthly payments that would have been charged had the Rental Agreement started.

24. if the customer breaks contract

24.1. Where one of the following applies, the Supplier can suspend the Service and/or terminate the Contract at any time without notice under the following conditions:

24.1.1. the Supplier reasonably believes that the Service is being used in a way forbidden by these Terms and Conditions. This applies even if the Customer does not know that the Service is being used in such a way;

24.1.2. the Customer breaches this Contract or any other Agreement the Customer has with the Supplier and fails to put right the breach within a reasonable time of being asked to do so;

24.1.3. bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgement of a Court on time, or makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

24.2. If the Customer does not pay a bill, the Supplier will generally not suspend the Service or end the Contract until 28 days after the payment is due (14 days if the Customer pays monthly). However, sometimes the Supplier may take this action after only 7 days should it have been necessary to enforce this suspension/cancellation previously.

24.3. If the Service is suspended, the Supplier will tell the Customer what needs to be done before it can be reinstated. However the Customer must continue to pay rental charges whilst this Contract continues.

24.4. If either party delays in acting upon a breach of this Contract, that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract, that waiver is limited to that particular breach.

25. maintenance

25.1.1. The Supplier carries on the business of selling the products and Services.

25.1.2. The Customer wishes to buy and the Supplier wishes to supply and sell the products and Services subject to the Terms and Conditions set out in this Agreement or any relevant Agreements.

25.2. The Supplier undertakes to provide maintenance services in respect of the equipment upon the terms and conditions of this agreement. This is in line with the terms of clause 24.2 in consideration of the customer's payment for the monthly service charge in accordance with details stated in the Service Agreement.

25.3. Unless otherwise specified in the Service Agreement, maintenance will be charged at a rate of £7.77 per user or device, whichever is higher, from month 12 onwards.

25.4. It is for the customer to pay the monthly service charge for the maintenance service that is payable monthly in advance. Services provided to the customer in addition to the maintenance services are due to be paid by the customer upon presentation of the Suppliers' invoice.

25.5. The Supplier may elect to invoice the customer via email.

25.6. Payments outstanding for more than 30 days in relation to an overdue invoice in line with this maintenance agreement entitle the Supplier to suspend its obligation under the maintenance agreement until the overdue amount is settled.

25.7. If the Customer fails to pay any part of the aforesaid charges in accordance with these Terms and Conditions, the Supplier reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC from time to time calculated from the invoice date until the date of actual payment.

25.8. Included within Maintenance Services:

25.8.1. upon receipt of a request from a Customer, the inspection testing and diagnosing (by attendance on site or remotely) by the Supplier or any fault reporting in an item or Equipment;

25.8.2. carried out by the Supplier or such repairs, replacement of parts or adjustments as the Supplier shall deem necessary to remedy the said fault.

25.9. Appropriately qualified engineers will carry the maintenance in question.

25.10. The Supplier commits to rectify faults in line with the following hours based upon the agreed Tier of Service detailed in the Service Agreement (this commitment is subject to non-prevention from circumstances outside the supplier control):

25.10.1. Tier 1: From the hours of 9am and 5pm Monday to Friday (excluding weekends and bank/public holidays);

25.10.2. Tier 2: From the hours of 9am and 5pm Monday to Friday including weekends and bank/public holiday.

25.11. The Supplier will use its reasonable endeavours to ensure that response times to the Customers notification of a fault are not more than:

25.11.1. 4 working hours if the equipment has failed completely;

25.11.2. 8 working hours if the equipment has failed partially.

26. exclusions

26.1. Under the maintenance agreement the Supplier accepts no obligations or liability whatsoever:

26.1.1. in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

26.1.2. sums owing by the Customer to the Supplier remain unsettled;

26.1.3. where loss is suffered by the Customer due to the Equipment neglecting to perform to its specifications and the failure is based on faults in the service provided by the network provider or broadband service provider;

26.1.4. In respect of any delay in the execution of any repair;

26.1.5. In respect of remedying defects in electricity or network supply to the Equipment; defects caused by failures or surges of electrical power; failure of the Equipment due to changes in the electrical supply service or the public network.

26.1.6. In respect of any defect arising due to circumstances beyond the Supplier's reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action, import regulations or

embargoes.

27. additional equipment

27.1. Where the Supplier agrees, during the agreement term to provide the customers with additional equipment ('additional equipment'):

27.1.1. such additional equipment will form part of the Equipment for the purposes of this Agreement;

27.1.2. the monthly service charge for the Maintenance Service of the Equipment shall be increased by an amount equal to the agreed service charge for the Maintenance Service as specified on these terms in respect of the additional equipment such increase to be effective from the date on which the additional equipment is provided to the Customer.

28. general

28.1. Rights and obligations under the Contract may be assigned by the Supplier. The Customer may not assign its rights and obligations under the Contract.

28.2. If the cost of any contract buyout is being subsidised by the Supplier, an equivalent total value payable will appear in the Service Agreement, under "Settlement" with the description "Total subsidies provided by circle.cloud". Any subsidy payments must be claimed within 90 days of the date on the Service Agreement. Claims must be made by providing an invoice from the previous communications provider together with an invoice from the new customer addressed to the Supplier for the value of the settlement penalty costs only; no service charges should be included.

28.3. Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice.

28.4. No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing.

28.5. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

28.6. These Terms and the Service Agreement constitute the entire agreement between the Supplier and the Customer concerning the supply of the Equipment, its maintenance and provision of the Service and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation). Variations will only become binding when they have been signed by the director of the Supplier.

28.7. The Supplier will provide default royalty free music which will be played to callers whilst on hold, if the Customer wishes to change this default music, they may do this by contacting their account manager. It is the Customer's responsibility to pay any applicable PPL/PRS licence costs for any non-royalty free music on hold.

28.8. If the Supplier, in an effort to comply with any statute, regulation or British Standards Institution requirement, deems it necessary to vary any terms of this agreement, then the Supplier may do so.

28.9. Maintenance and monthly plan charges are subject to annual review. Increases will be in line with the rate of inflation determined in accordance with the Retail Price Index (RPI). However, increases to your agreement will be no more than 10% annually.

28.10. Where the Supplier receives erroneous notification of an equipment fault in excess of two occasions in any calendar month, the Supplier has the discretion to make a proportionate charge in line with current rates.

28.11. The Supplier's rights are cumulative and in addition to any rights available to it at common law.

28.12. The Customer accepts that they do not own the number(s) provided as temporary numbers. Therefore the Customer does not have the right to sell or to agree to transfer these number(s).

28.13. The Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

28.14. Information exchanged during the quoting process, in written or verbal format will not be considered legally binding, only the information contained within the signed Service Agreement will be considered legally binding between both parties.

28.15. The Supplier may add products to the Customer account on an opt-out basis, offering additional services. Such products include but are not limited to Circle Eye, a fraud protection service, Voicemail Transcription, a speech-to-text service for voicemails, 24/7 support for round-the-clock support, Proactive Monitoring for instant fault detection, notification and mitigation. To cancel any of these services contact your account manager requesting cancellations and listing the service name.

28.16. For a Service Agreement that includes an upgrade option after a certain amount of time, this involves returning the existing equipment at the time of upgrading and entering into a new agreement after negotiating a new pricing structure, which may not be the same as the previous Service Agreement.

28.17. Any introductory credit offered is only valid for the period of time specified on the Order Form. The Supplier is entitled to suspend or cancel this Introductory credit should there be any arrears on agreements relating to the order. The first introductory credit payment is processed on or around the 1st of the month, following the completion of your circle.cloud system installation and activation of any lease agreement, and continue monthly for the number of months specified in your circle.cloud agreement.

28.18. For Customers who have mobile SIM card(s), a limit can be placed on the mobile account whenever the usage has increased above the allocated bundle; if no limit is in place the customer is liable for the out-of bundle usage charges. Bundle limits may be placed without the Customer's knowledge, but to ensure a limit is in place, the customer must raise this request to the Supplier in writing, by emailing support@circle.cloud.

28.19. Data Protection. The Customer and the Supplier will comply with their respective obligations under the General Data Protection Regulation 2016/679 (GDPR). Where one party transfers personal data (as defined in the GDPR) to another for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Contract; will take measures to keep it secure; and, where it transfers personal data to ensure that it is adequately protected.