

1. STANDARD TERMS AND CONDITIONS FOR TELECOMS, SOFTWARE LICENCES & I.T SERVICES.

Term & Termination

- (1) The minimum term unless stated otherwise in the service agreement is 36 months. On termination of this agreement for whatever reason, you agree to immediately pay any outstanding invoices, and be responsible for any other costs outstanding to us. In addition, if the agreement is terminated prior to the end of the period specified in the agreement prior to our services being completed you agree to reimburse Lansafe for any cost incurred, and in addition pay an early termination fee.
- (2) Should you terminate the agreement prior to your services being transferred to Lansafe from your losing provider, you will be liable for a precontract consultancy fee which must be paid in full within 14 days. In the event that you cancel or move your services to another provider during contract or outside of the notice period, you will be liable for the remainder of the term with Lansafe, this includes the remainder of the line rental and services charges and also your average monthly call spend calculated to the end of the agreed term.
- (3) Agreements shall commence on the Effective Date and continue for an initial term of [term stated on agreement] ("Initial Term"). The Agreement shall automatically renew for successive periods of [12 months] (each "Renewal Term") unless either party gives the other not less than 60 days written notice of its intention not to renew prior to the end of the Initial Term or the then-current Renewal Term.
- (4) A 'Cancellation of Services' document must be completed for all cancellations and password requests for transfer of services to another provider. Lansafe reserve the right to retain passwords until the cancellation process has been completed and a renewal quotation has been submitted and acknowledged by the customer. A minimum term of 12 months applies to all new installations and line transfers; this includes disconnection and reconnection of existing lines and services.

Flexible Terms Policy

- (1) Our 'Flexible Terms Policy' is set out to allow customers to amend monthly service charges in line with their business requirements. All prices are fixed for the full term of the agreement and cannot be amended under the Flexible Terms Policy unless they are stated under the 'Terms' section of the service agreement. Leased line services charges are not covered under the Flexible Terms Policy. FTTP broadband can be reviewed under the Flexible Terms Policy on the annual anniversary of the contract. All other monthly service charges unless listed above are covered under the Flexible Terms Policy. This means that adjustments can be made to Licences, Line rentals, minute bundles and monthly support charges subject to standard terms and conditions. Lansafe reserve the right to refuse any amendment requests which do not fall within these terms.

Payment Terms

- (1) Monthly variable direct debit is the only acceptable means of payment Lansafe invoices and an administration charge per month may be payable by customers declining to pay by, or cancelling once setup, their direct debit. You will be notified of any problems with your payments of direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit will result in your lines being restricted or ceased and recovery action initiated. Lansafe reserves the right to apply charges for late payment and any associated charges incurred. Cancellation of the direct debit does not constitute notice of cancellation of the agreement. You are always protected by the direct debit guarantee. Lansafe charges you for using the services covered by your agreement. You are charged at the tariff specified on the agreement or published in our price lists. Please note that any connection or set up charges are non-refundable, charges are calculated from data recorded by us and not from your own records. All invoices are due for payment by the date as indicated on our invoices. Any invoice outstanding beyond this period may be referred to a collection agency when extra charges will be incurred. Once payment is received by Lansafe for the invoice due, you are accepting the contract and the terms and conditions set out. For monthly invoices relating to re-occurring monthly payments, once the first monthly direct debit has been collected from your bank account, you are agreeing to the full contract period set out within the contract.
- (2) For invoices relating to annual maintenance charges, cover only applies once the invoice is received in full and if the customer decides that they no longer require maintenance cover, Lansafe reserve the right to refund any moneys relating to the cancelled/outstanding period of any early terminated contracts for maintenance or support. We may change our prices at any time but will inform you at least 14 days in advance of any change by publishing on our website.

Responsibilities

- (1) We agree to provide you with the service as specified on the agreement subject to the provisions of the full terms and conditions. You agree to use the service in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services, not allow an alternative supplier to override or bypass our service either through the installation of equipment or through BT and all ISP and Network providers based in the UK & local exchange, to be responsible for any engineering reprogramming costs, time related charges of equipment removal costs that may be required to terminate the service of any previous supplier, not to use service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or criminal offence, and, not to resupply or re-sell or otherwise make services available to any person on an arms-length commercial basis and not to use the service in any way or any purposes prohibited by law.

Suspension

(1) We may suspend the service (without being liable to compensate you): in the event of a local or national emergency, to comply with a request from a government or other competent authority, to protect or provide service to rescue or other essential services or otherwise, to maintain the quality of our services, if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued an invoice), if an event occurs which is beyond our reasonable control, if you break any part of this agreement.

Repair to Service

(1) We will use or best endeavours to correct any defect or fault in our services provided to you as rapidly as possible but do not warrant the service is fault free and we cannot be responsible for network outage or downtime caused by reason beyond our control. In the event of a fault Lansafe will raise a request to the network within 30 minutes of the fault being reported. Once the fault has been accepted by the network, Lansafe will confirm the appointment date with the customer but cannot be responsible for the given time or date, however Lansafe will request a change of appointment on behalf of the customer, but this cannot be guaranteed.

(2) In the event that a network engineer attends site but cannot gain access to the lines or equipment then a call out charge will be incurred. If the fault is due to damaged or faulty equipment owned by the customer then a call out charges or excess charges incurred from the network, will be passed on from the Lansafe to the customer.

Hardware Warranty

(1) During the first 28 days, Lansafe will exchange any handset that develops a fault. If you wish to extend this replacement service until the end of the contract by taking out a Lansafe insurance policy or support plan when you start your agreement. * Otherwise, after the initial 28 days, you will have to speak to the manufacturer to resolve faults with your handsets or equipment. Lansafe will provide a next day temporary handset replacement service (with sim card if required) the temporary handset will not be a like for like replacement and must be returned once the damaged handset has been replaced. Telephone equipment is subject to the warranty and support outlined in the customer s proposal which is complimented by this agreement.

Liability

(1) Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunications operators and suppliers of their equipment including access lines, act or omission of national or local government authority, war, military operation, riot or delay, employee dispute, or supply of equipment by third parties.

(2) In any event we will not have to compensate you for any harm to your business, lost revenues, loss of anticipated savings, lost profits or other indirect, consequential or special losses nor any charges incurred by you with another carrier. You accept liability for any claims, costs, damages, losses, expenses and liabilities (including, without limitation, legal costs and expenses) resulting from illegal actions by you or any other person using the services with your permission. Without prejudice to this our liability to you in contract or tort arising under or in connection with this agreement shall be limited to that stated in the full terms and conditions.

General

(1) You may not assign, delegate or transfer all or any rights and obligations under this agreement without our prior written consent. If any provision or condition of this agreement shall be invalid or unenforceable, the remaining terms shall continue to apply. The full Term and Conditions referred to represent the entire agreement between us. Any failure by either of us enforce any right shall not be deemed a waiver of any such right. Information you provide or we hold (whether or not under this agreement) may be used by us, our employees and/or agents to: identify you when you make telephone enquiries, help administer your account, services and products offered by Lansafe now or in the future, and help us to detect fraud or loss. All figures in agreement exclude VAT. This agreement is governed by English law.

Usage Policy

(1) The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, the Supplier may levy additional Charges (in accordance with its tariff or otherwise notified by the Supplier) and/or require payment of a deposit. In the event that the Customer uses the Service abroad, Call Charges will include incoming calls received whilst abroad. Customers are fully responsible for high usage on both data and voice calls made in or outside the UK. Lansafe have no way of notifying customers of high usage either on the UK or abroad and cannot be responsible for costs incurred. (Refer to network voice & data charges for mobile usage abroad)

Rates

(1) The rates given in accordance to the customer's contract will be fixed at the specified rate in the UK only. Lansafe retains the right to increase or decrease the price of service charges being sold as Lansafe sees fit in view of fluctuating market conditions and national inflation figures. All international calls are subject to a connection fee. UK Calls including land line to mobile calls are subject to connection charges at the contractual rate. The rate for minimum call charges is fixed at the customers given rate per minute for the type of call. Call charges made to numbers that are not included in specified contractual rates will vary. Lansafe cannot be responsible for any calls which are routed through alternative networks due to spillage or cps fraud. Data charges for data used outside the specified tariff allowance will be charged at £1.50 per Gigabyte. Lansafe cannot be responsible for excess charges incurred by high data and call usage. The customer will not be notified until Lansafe receive the information from the network and this will be presented to the customer on the monthly invoice statement. Microsoft software licencing charges are subject to UK standard pricing, Lansafe cannot be responsible for inflation or reduction to these prices, although Lansafe will endeavour to honour contract prices in line with the customer contracts for the contractual term. Any errors or omissions in relation to customer rates, service charges and miscellaneous charges can only be reviewed to the previous 90 days from the date of query.

Title

(1) All goods remain the property of Lansafe until payment is made in full. Service subscriptions may be suspended for unpaid invoices; however, full payment will still be due.

Returns

(1) Hardware provided by Lansafe can only be returned if it is faulty or defective within the applicable warranty period. If a specific product has been ordered and is later deemed no longer required or not to the standard expected, it cannot be returned unless it can be demonstrated that the item was mis-sold based on incorrect or misleading information provided by us at the point of sale. Before any goods can be returned – whether for repair, replacement, or refund – a returns authorisation must be issued by us to ensure accurate tracking and prompt handling. Your delivery costs/ charges are non – refundable (except in specific circumstances), and any return must be sent using a suitably packed, insured and traceable delivery method. Items should be returned within 7 days of authorisation. If the original purchase included waived delivery charges ("Free delivery") you may be charged the originally waived delivery cost if returning a non-faulty item. In some cases, a restocking fee may also apply. For items that are dead on arrival (DOA), mis-shipped, or supplied in the wrong quantity, you must notify us within 48 hours of receipt, or as soon as reasonably practical.

Privacy

(1) When placing an order or otherwise engaging with us, we require various personal details from you as well as automatically submitted metadata. It is important that you supply all details correctly in order that we can validate orders and communicate efficiently. We do not disclose any personal details to any third parties except in connection with expediting/ processing your orders or providing you with the information. These policies exclude any disclosure which we are required by law to make, tort investigation, crime prevention, legal action or any issues relating to product or customer safety.

Cyber Security

(1) When signing up to our cyber security offering IMPACT or any of the services relating to cyber security it is our duty to note that Lansafe have created the IMPACT offering, and offer the products used to represent IMPACT, as a cyber security measure designed to provide a very strong protection against cyber threats and vulnerabilities. While we adhere to industry best practices to enhance our clients' security position, it is imperative to recognise that no system can offer an absolute guarantee of immunity from hacking and unauthorised access. IMPACT functions as a comprehensive solution to mitigate risks and secure defences; however, the nature of cyber threats instructs a realistic understanding that complete immunity is unattainable. Users are strongly encouraged to complement our services with proactive security measures, including routing system updates, secure password management, and ongoing user education. By availing themselves of IMPACT, clients affirm their understanding of the shared responsibility in maintaining a vigilant and proactive approach to cyber security.

MOBILE TERMS AND CONDITIONS (Defined).

The below terms are set out in addition to our standard Telecoms, Software & I.T Terms & Conditions in section (1) and apply to all mobile voice and data services.

Faulty hardware / phones & insurance

(1) During the first 28 days, Lansafe will exchange any handset that develops a fault. If you wish to extend this replacement service until the end of the contract, opt for a Lansafe insurance policy when you start your agreement. * Otherwise, after the initial 28 days, you will have to speak to the manufacturer to resolve faults with your handset. Lansafe will provide a next day temporary handset replacement service (with sim card if required) the temporary handset will not be a like for like replacement and must be returned once the damaged handset has been replaced.

Termination fees (losing providers)

(2) If Lansafe agrees to pay the termination fee of your existing contract, the customer must ensure to send the company an invoice for termination charges within the first 3 months of your contract. (a) The invoice must be printed on company letterhead and include an invoice number. (b) The invoice must exclude VAT. (c) The Invoice displays the bank details required for BACS payments. (d) The customer must include the bill from the previous provider showing the termination fee included. (e) Once the company has received these details from the customer, the company has 30 days in which to make the payment. (f) The company will only reimburse termination fees. The customer acknowledges that

(3) Lansafe cannot guarantee that the Services will be available without interruption or will be free from error and that the operability and quality of the Service may sometimes be affected by factors outside Lansafe's or the network provider's control including without limitation [coverage area, local physical obstructions, atmospheric conditions, features or functionality of the Service, network coverage and other interference with reception both natural and manmade] (b). the Service and the Equipment has not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Service and the Equipment meets their requirements; (c) the existence of any minor errors in the Service or the Equipment shall not constitute a breach of the Agreement; (d) Lansafe or the network provider may at any time and without liability modify, expand, improve, maintain or repair the Service and this may require suspension of the operation or provision of the Service.

Payments

(1) The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time. Time for payment of the Charges shall be of the essence of the Agreement. (b) The Customer shall (without set-off or deduction) pay in pounds sterling all invoices issued by Lansafe within fourteen (14) days of the date upon them. If the Customer's credit rating decreases at any time, the Supplier shall be entitled to revise the credit terms to require payment upon invoice or in less than 14 days. (c). Lansafe may change the level of its Charges after giving the Customer 21 days' notice of its intention to do so (h). The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, the Supplier may levy additional Charges (in accordance with its tariff or otherwise notified by the Supplier) and/or require payment of a deposit. In the event that the Customer uses the Service abroad, Call Charges will include incoming calls received whilst abroad. (i). The Customer shall pay all Monthly Access Charge and Call Charges whether the Customer or someone else uses the Service (including use following a theft of the Equipment). The Call Charges will be calculated using the details recorded or logged by the network and not details recorded by the Customer. (i)- The Monthly Access Charge shall continue to be payable during any period of suspension or restriction [whether or not] requested by the Customer in addition to any Charges for such suspension or restriction. (k) Unless otherwise agreed, Lansafe will require the Customer to pay by direct debit and will ask the Customer to sign a direct debit form with the Agreement. If another payment method is agreed, it may be necessary for the Supplier to pass on to the Customer any bank charges that it incurs and/or a reasonable administration fee to cover any costs incurred by Lansafe. (l). If the network provider exercises any right against Lansafe to withhold or claw-back payments made by the network provider to Lansafe, then Lansafe shall be entitled to charge, claw back or adjust payments, tariffs or discounts made or given by Lansafe to the Customer to the extent that they are based on payments from the network provider.

Termination

(1) Lansafe reserve the right to terminate the Mobile agreement at any time, the customer will be given five days notification in writing prior to the termination date. (b) If the customer terminates during the contract term with or without notice then the full remainder of the contract line rental and any outstanding charges for calls must be paid in full within fourteen days of invoice. (c) If the customer defaults payment over sixty days, then the full remainder of the contract line rental and any outstanding call charges must be paid within fourteen days of invoice. Limitations and exclusions of liability

(2) Lansafe provides no warranties, conditions or guarantees as to the description or quality of the Service, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law. Lansafe's duty in performing any obligations under the Agreement is only to exercise reasonable care and skill of a reasonably competent communications provider. (b) Lansafe shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise the Agreement, for: (6.b.1). any loss of profits; or (6.b.2). loss of revenue; (6.b.3). loss of income or business; (6.b.4). depletion or loss of goodwill, reputation or similar losses; (6.b.5). loss of anticipated savings; (6.b.6) loss of or corruption of data or information; (6.b.7). loss of use, (6.b.8). loss of goods; (6.b.9). loss of contract.

Service Level Agreement (SLA)

(1) The above standard terms and conditions apply to all Lansafe agreements and are in line with any other separate service level agreement (SLA) for all services provides by Lansafe. These include, I.T, Telecoms, Mobile, Comms & all Security Services.