

**ABBEEY TELECOM IT/TELECOMS SUPPORT AGREEMENT
TERMS AND CONDITIONS**

1. DEFINITIONS

- a. The “Company” means Abbey Telecom Limited.
- b. The “Commencement Date” means the date the Company commences the provision of Services under this Agreement.
- c. The “Customer” means the person or firm who purchases the Services from the Company under this Agreement.
- d. The “Supported Items” means the items which are set out on the Cover Sheet and any additional items for which the Customer requests support under clause 9.f and which the Company agrees to support.
- e. The “Support Charge” means the amount exclusive of VAT stated on the Cover Sheet due and payable in consideration of the Services (being an annual rate unless otherwise stated) together with any rates applicable to Services provided outside Working Hours and any additional amounts chargeable under clause 9.
- f. The “Services” means the Hardware or Support and any other services provided by the Company to the Customer on site or remotely for the duration of this Agreement, as referred to on the Cover Sheet.
- g. “Service Level” means the target time to manage and resolve a reported incident as detailed in clause 4.
- h. “Consumables” mean ribbons, fuser oil units, drum kits, maintenance kits, daisy wheels, UPS batteries, standard batteries and any like items which are deemed by the manufacturer of such items to be the responsibility of the Customer to replace.
- i. “Service Need” means any failure or malfunction of Supported Items requiring repair or maintenance or servicing.
- j. “Additional Services” means any other service, changes or requests not included within the Services defined on the Cover Sheet.
- k. “Working Hours” means 9.00am to 5.00pm Monday to Friday excluding public holidays.
- l. “Customer’s Site” means the Customer’s address as stated on the Cover Sheet or such other address as may be agreed in writing by the Company from time to time.
- m. “Business Day” means a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
- n. “Cover Sheet” is the list of the Supported Items showing the Services selected by the Customer with the associated costs and applicable term.
- o. “Company Materials” has the meaning set out in clause 8.a.vi.
- p. “Customer Network” means the Customer’s physical network and server infrastructure, including (if any) telecommunications equipment, servers, switches, routers, firewalls, plus business systems or applications software.

2. SERVICES

- a. Subject to the Customer at all relevant times complying with its obligations as set out in clause 8, the Company shall provide the Services to the Customer during Working Hours.
- b. Details of what is included in the scope of Services together with any specific exclusions therefrom, in addition to the exclusions stated in clause 7.e, are set out on the Cover Sheet.
- c. The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- d. Subject to the Customer complying with its obligations as set out in clause 8, the Company shall use all reasonable endeavours to meet any agreed target response times for the Services, as laid out in clause 4, but any such targets shall be estimates only and time shall not be of the essence for the performance of the Services.
- e. Upon being notified of a Service Need, unless the Service Need can be resolved remotely or by other means at the Company’s absolute discretion, the Company will use all reasonable endeavours to ensure that an engineer is on the Customer’s Site during the next Business Day provided the Cover Sheet includes on site works.
- f. From the Commencement Date and, where applicable, throughout the provision of the Services, the Company shall provide the Customer upon request with contact details for the service desk in accordance with clause 3.
- g. The Company shall use reasonable endeavours to remedy a Service Need and in accordance with the relevant Service Level using remote support under clause 6.
- h. The Company shall use reasonable endeavours to facilitate on behalf of the Customer any claim made under a third-party supplier warranty in relation to any software or hardware item which is not a Supported Item, but the Company may not be held responsible for the third party’s supplier’s response.
- i. Without prejudice to its other rights and remedies, to the extent a failure by the Customer to perform any of its obligations under clause 8 prevents or delays the Company from being able to supply the Services, the Company shall be relieved from its obligations.

3. SERVICE DESK

- a. The service desk provides a single point of contact for all Customer enquiries or queries raised by email or telephone and the logging of all Incidents within the Company’s service management system.
- b. The service desk will provide support to the Customer during the Working Hours, or where applicable, the relevant support hours as set out in the Cover Sheet. Where no support hours are specified, Working Hours shall apply.
- c. The Customer must when contacting the service desk provide, where available, details of the following: contact information, details of Supported Items, a full description of the Service Need including software being used and any error messages, serial number or make and model of the Supported Item.
- d. The service desk will aim to resolve the Service Need as stated in clause 5 however if this is not possible, and the Cover Sheet includes onsite works, the Company will schedule on site works if it deems it necessary to resolve the Service Need.

4. SERVICE LEVEL

Priority	Description	Target response time	Target resolution time
Priority 1	The entire Supported Items are completely inaccessible. Priority 1 incidents shall be reported by telephone only.	Within two Working Hours.	Four Working Hours. Continuous effort after initial response and with Customer co-operation.

Priority 2	Operation of the Supported Items is severely degraded, or major components are not operational, and work cannot reasonably continue.	Within four Working Hours.	Within two Business Days after initial response.
Priority 3	Certain non-essential features of the Supported Items are impaired, while most major components remain functional.	Within 12 Working Hours.	Within seven Business Days after initial response.
Priority 4	Errors that are non-disabling or cosmetic and have little or no impact on the normal operation of the Supported Items.	Within 24 Working Hours.	When reasonably possible.

5. SERVICE NEED MANAGEMENT

- a. Where the Customer notifies the Supplier of a Service Need in relation to the Supported Item, the Company shall log, process, and manage such Service Needs through its service desk.
- b. Third party supplier escalation shall be undertaken, where applicable, in accordance with the applicable Service Levels, provided always that the Service Need is not within any of the exclusions or is outside of the scope of the Services as further detailed in clause 7.e below.
- c. All Service Need resolutions are verified with the Customer before the Service Need is deemed resolved.
- d. Where support is deemed outside of the scope of the Services, the Company shall use reasonable endeavours to respond to such support requests, subject to receipt of a purchase order.

6. REMOTE SUPPORT

- a. The service desk shall provide remote assistance using a remote access toolkit reducing the requirement for on site visits.
- b. The Company will initially aim to resolve the Service Need via the service desk. Where this proves not to be possible, the Service Need will be escalated to the appropriate resource.
- c. Where appropriate the Company may request the assistance of the Customer to diagnose and resolve Service Needs and service requests.
- d. Except where the Company deems necessary in accordance with clause 3.d above, attendance at the Customer's Site of an engineer is not included within the Services.
- e. If the Customer requests an engineer to attend site, this shall be subject to the standard schedule of rates applicable at the time and will be charged separately on a time and materials basis.
- f. If the Supported Items are supplied with remote support from a third-party supplier e.g., Cloud Telephony or Microsoft 365 services, the Company will use all reasonable endeavours to work within their terms and conditions.

7. SUPPORTED ITEMS

- a. Standard Services are the services required to return Supported Items to a functional state following a reported Service Need request, provided they are stated on the Cover Sheet and the Supported Items in question are included within the items specified in clauses 7.a to 7.c below inclusive and are not excluded under clause 7.e. The operating system software which the Company is currently able to support is as follows:
 - i. Microsoft server operating systems within standard or extended support as further defined at: <https://support.microsoft.com/enus/lifecycle/selectindex>;
 - ii. Apple Mac OS, currently supported version from a valid third-party supplier.
- iii. Any systems deployed via the Company and with a valid third-party supplier warranty.
- iv. Any of the Company's products and services purchased by the Customer and as set out in the Cover Sheet; and
- v. Other operating systems as further detailed on the Cover Sheet.

b. Where a Supported Item is an application the Company will troubleshoot to identify if the Service Need is an accessibility or functional issue, and escalate to the appropriate third party, in accordance with the Service Levels on applicable applications, subject to a valid software licence where appropriate purchased through the Company and as set out on the Cover Sheet. Any functional changes or customisation carried out by the Customer are excluded. The following applications were installed upon the local device and not streamed, or cloud based, shall be supported by the Company

1. Microsoft Office applications within standard or extended support as further defined at: <https://support.microsoft.com/enus/lifecycle/selectindex>; where purchased through the Company
2. any applications deployed via the Company and with a valid third-party supplier warranty; and
3. any of the Company's products and services purchased by the Customer and as set out on the Cover Sheet.

but any other applications shall only be supported on a reasonable endeavours' basis and the Company shall be entitled to make an additional charge for such support in accordance with the Company's standard schedule of rates, applicable at the time.

c. Hardware maintenance services

- i. Hardware maintenance services are the Services required to return failed hardware items, which are Supported Items, to a functional state, following a reported Service Need request, provided that none of the exclusions as stated in clause 7.e apply.
- ii. Hardware maintenance services covers the hardware items and labour required to return the Supported Items into service in line with clause 7.c.i
- iii. It is specifically provided that the Company may employ refurbished (not new) parts and equipment in order to resolve a Service Need.

d. Third Party Warranty Support

- i. Where the Supported Item has a valid third-party supplier warranty and an appropriate third-party support contract in place, the Company shall facilitate on behalf of the Customer any claim made under the third-party supplier warranty and/or support contract, in respect of a Service Need identified and logged in accordance with clause 5.a above but the Company may not be held responsible for the third party's supplier's response.
- ii. Where the Supported Item does not have a valid third-party supplier warranty or support contract, or the third-party supplier no longer provides appropriate support, the Company shall use reasonable endeavours to respond to a Service Need but this may incur additional charges and shall be subject to receipt of an appropriate purchase order.

e. Exclusions

- i. The Services and the associated Support Charges shall not include the following:

- ii. systems engineering services, programming, reprogramming or reconfiguration of the Supported Items and operating procedures to provide improved or modified services or facilities.
 - iii. development, modification, or correction of any software used in connection with the Supported Items or provision of the Services.
 - iv. recovery or reconstructions of any data or programmes lost or corrupted as a result of any defect in the Supported Items.
 - v. electrical work external to the Supported Items or the support of accessories, ancillary items, including but not limited to, cabinets, infrastructure cabling or other devices not identified in the Cover Sheet.
 - vi. any Supported Item which the Company reasonably considers to be end of life or beyond repair or for which consumables, spare parts, drivers, or updates are not readily available or require essential maintenance not included in the Services.
 - vii. defects in design, manufacture, installation or performance of the Supported Items (except in relation to defects in installation, where the Company has carried out installation of the Supported Items);
 - viii. supply of consumables and/or spare parts unless otherwise agreed in writing by the Company.
 - ix. maintenance or repair of any power supply (including without limitation, any battery backup and/or uninterrupted power supply) to the Supported Items.
 - x. If the Company does agree to undertake any of the services set out in clause e above, the Company may charge the Customer for providing such services, which shall be calculated in accordance with the Company's standard schedule of rates, applicable at the time, together with any replacement parts and other costs and expenses reasonably incurred. Such services shall not be counted or considered in relation to performance of any Service Levels.
8. CUSTOMER OBLIGATIONS IN RELATION TO SERVICES
- a. The Customer shall:
 - i. co-operate with the Company in all matters relating to the Services.
 - ii. provide the Company, its employees, agents, and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services.
 - iii. provide the Company with such information as the Company may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.
 - iv. prepare the Customer's premises for the supply of the Services.
 - v. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
 - vi. keep any materials, equipment, documents and other property of the Company ("**Company Materials**") at the Customer's premises in safe custody at its own risk until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions.
 - vii. ensure that all data held on the Customer's network and Supported Items is adequately backed up and keep full security copies of the Customer's programmes, data bases and computer records and maintain a disaster recovery process;
 - viii. be responsible for data cleaning, the integrity of any data provided to the Company and for all direct and indirect consequences of any errors in such data;
 - ix. put in place and maintain up to date security measures to protect the Customer network and Supported Items from viruses, harmful code, malicious damage and unauthorised direct and remote access to the Customer Network and Supported Items in accordance with good industry practice;
 - x. (save as permitted by clause 6.c above, not attempt to adjust, modify, configure, repair or maintain the Customer network and/or Supported Items and shall not request, permit or authorise anyone other than the Company to carry out any adjustments, modifications, configurations, repairs or maintenance of the Customer network and/or Supported Items;
 - xi. The Customer shall promptly implement recommendations by the Company in respect to remedial actions, whether prior to or following the logging of a Service Need request and confirms that it owns or will obtain valid licence agreements for all software which are necessary to grant the Company access to and use of the software for the purpose of fulfilling its obligations under this Agreement.
 - xii. The Customer shall inform the Company of any changes to its applications, underlying operating system and/or maintenance and support on services not provided by the Company, which may affect the validity of the data to be obtained by the Company during an audit.
9. PAYMENT
- a. The Support Charge is due and payable in advance before commencement of the Services upon presentation of the Company's invoice therefor.
 - b. Interest shall be due and payable on all overdue amounts at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
 - c. VAT where appropriate is payable in addition on all charges referred to in clause 2.
 - d. For the avoidance of doubt where the Customer chooses to pay other than by direct debit, the Company shall be entitled to charge an additional fee of 5% of the Support Charge.
 - e. Where the Customer has given an appropriate direct debit instruction to its bank, the Customer authorises the Company to debit its bank account (without the Company having to give the Customer any advance notification that it is doing so), with an amount equal to the outstanding balance on the Customer's sales ledger account with the Company, during any period, where the Customer has failed to pay the Company on the due date as indicated on the Company's invoice supplied to the Customer.
 - f. The Customer acknowledges that by requesting additional services or additional items to be supported after the commencement of this Agreement from the Company it will incur additional charges calculated according to the Company's current scale of charges and on a pro-rata basis according to the period of time for which such additional services or support are required. It also acknowledges and intends that such services or support will be required throughout the whole of any initial term (or any subsequent term) of this Agreement then remaining. In the event that the Customer wishes to terminate such additional services or support at any time, three (3) months' notice of termination shall be provided to the Company by the Customer who shall remain liable for all charges applicable to these additional services or support during this notice period.
 - g. The Company reserves the right to make additional charges at the appropriate rate for all attendances on the Customer or to the Customer's site and any telephone calls made to the Customer outside Working Hours. Details of the Company's charges are available from the Company upon request.
 - h. Without prejudice to any other right or remedy that the Company may have, if the Customer fails to pay on the due date, the Company may suspend its performance of all Services until payment has been made in full.
10. CHANGE OF LOCATION
- a. The Customer will not make any movement of the Serviced Items, nor remove the Supported Items from the contracted location i.e., the site address details shown on the Cover Sheet without prior written consent of the Company, which consent shall not be unreasonably withheld.
 - b. Where the Company consents to such relocation, the Company shall provide a relocation and installation service, the cost of which will be chargeable to the Customer in accordance with the Company's current scale of charges.
11. PRICE ADJUSTMENT
- a. Without prejudice to clauses 12.b and 19, the Company may from time to time adjust the Support Charge by advance notification in writing. Such adjustments shall be notified to the Customer in writing and not be made at less than yearly intervals.
 - b. Notwithstanding clause 12, the Company reserves the right to increase the Support Charge at yearly intervals by the percentage increase (if any) in the rate of inflation during the previous 12 months as shown by The Consumer Prices Index including owner occupiers' housing costs (CPIH) published by the Office for National Statistics. Any such increase shall be notified to the Customer via invoice.
12. DURATION OF SERVICES

a. The Services will be provided during the initial term of this Agreement as accepted by the Customer. If the number of years has been left blank on the cover sheet of this Agreement, the initial term shall be deemed to be one year. This Agreement shall commence on the date of acceptance by the Company and shall continue unless and until terminated in accordance with clause 13.

b. Should any Supported Item become obsolete, the Company may notify the Customer that such Supported Item shall no longer be covered by this Agreement from the date the Supported Item becomes obsolete, or such other date as is specified by the Company in its notice. In that case the Company shall reduce the Support Charge from that date by such amount as it reasonably considers fair and shall notify the Customer accordingly of the reduced Support Charge payable.

c. At any time during the remainder of the term of this Agreement, should the Customer replace the obsolete Supported Item with the relevant upgrade recommended by the manufacturer or the supplier, the Customer may request cover under this Agreement for such upgrade by notice to the Company. If the Company accepts the Customer's request, it shall notify the Customer of the date cover for the upgrade will commence under this Agreement and of any increase required in the Support Charge payable.

13. TERMINATION & CONTINUATION

a. Without prejudice to any other claims or remedies which the Company may have against the Customer, the Company may (without incurring any liability to the Customer) terminate this Agreement at any time by not less than 90 days written notice or immediately by written notice in any of the following circumstances:

- i. if the Customer fails to comply with any of the terms of this Agreement (including failure to pay any charges when due) or with the terms of any other agreement made between the Customer and either the Company or a distributor or representative of the Company; or
- ii. if the Customer makes or offers to make any arrangement or composition with creditors or commits an act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if the Customer is a limited company, any resolution to wind up that company is passed, the company enters administration or if a receiver or administrative receiver is appointed over the whole or any part of such company's assets or if the Company reasonably anticipates that any of the events in this clause 13.a.ii are imminent; or
- iii. if in the Company's opinion it is no longer commercially viable for the Company to continue to provide the Services due to the manufacturer having withdrawn its support for some or all of the Supported Items; or
- iv. if the Customer does or allows to be done anything which in the opinion of the Company will or may have the effect of jeopardising the operation of the Services.

b.

i. The Customer may terminate this Agreement by giving the Company written notice of its intention to terminate within the thirty-day period preceding the expiry of the initial term in which case clause 13.b.iv will apply.

ii. The Customer may also terminate this Agreement by giving the Company written notice of its intention to terminate before the beginning of the thirty-day period preceding the expiry of the initial term referred to in clause 13.b.i in which case clause 13.b.v will apply.

iii. If the Customer fails to serve notice within the 30 day period referred to in clause 13.b.i or before the beginning of that period as referred to in clause 13.b.ii, this Agreement will automatically continue in force for consecutive periods of one year, or, in the case of an agreement which has an initial term of 3 or 5 years or such other term as is longer than one year, such longer period as is equivalent to such initial term, unless and until written notice is served within the thirty day period preceding the expiry date of any subsequent term or before the beginning of that period or this Agreement is otherwise validly terminated in accordance with its terms;

iv. In the case of termination of this Agreement by the Customer within the 30-day period referred to in clause 13.b.i, termination will be effective 60 days from the end of the month in which the Company receives notice of the Customer's intention to terminate and the Customer will continue to be liable for Support Charges and any other amounts accruing to the Company during such 60 day period;

v. In the case of termination of this Agreement by the Customer before the beginning of the 30-day period as referred to in clause 13.b.ii, termination will be effective 90 days from the expiry date of the initial term or any subsequent term (as the case may be) and the Customer will continue to be liable for Support Charges and any other amounts accruing to the Company during such 90 day period;

vi. The Customer may at any time give notice of immediate termination of this Agreement provided that a sum equivalent to that which the Company would be entitled to for providing the Services during the 90 day period referred to in clause 13.b.v, plus the annual amount of the Support Charge divided by 12 and then multiplied by the number of months and part months of the term left to run between the date of the Company's receipt of the Customer's notice of termination and the expiry date of the relevant term must be paid for by the Customer, such payment to accompany the said notice; and

vii. All notices being served by the Customer under this clause 13.b are only valid if they are signed by an authorised representative of the Customer and sent by recorded delivery to the Company's registered office address;

c. PROVIDED THAT notwithstanding the termination of this Agreement in accordance with this clause 13.b, all other charges due under this Agreement shall remain payable by the Customer to the extent they are not included in the sums payable under clauses 13.b.iv to 13.b.vi inclusive.

d. If a modem or other equipment has been installed by the Company on the Customer's network to enable the Company to perform the Services remotely, the Customer shall allow the Company to attend site for the removal of such equipment at any time following termination of this Agreement. Should the Customer refuse the Company's request to attend site to remove its equipment, the Company shall be indemnified by the Customer against any loss, liability, cost, and expense the Company may suffer or incur due to non-return of the equipment including without limitation any charges imposed by the Company's own suppliers.

14. LIMITATION OF LIABILITY

a. Note: This Condition does not apply to death or personal injury caused by the negligence of the Company or to any fraud or fraudulent misrepresentation by the Company.

i. So far as concerns loss or damage suffered by the Customer, the Company, its servants, or agents shall be liable to the Customer (and then only to the limited extent set out below) only if and so far as such loss or damage is caused by the negligence of the Company's servants or agents acting within the course of their employment.

ii. The Company and its servants or agents shall not be responsible to the Customer in any circumstances in respect of any loss or damage suffered by the Customer unless written notice is received by the Company within one month of the alleged loss or damage.

iii. If, whether pursuant to the provisions set out herein or otherwise, any liability on the part of the Company, its servants or agents shall arise (whether under the express or implied terms of this Agreement, or at common law, in negligence or in any other way) for any loss or damage to the Customer arising out of or connected with the provision or purported provision of the Services, such liability shall in all cases whatever be limited to the payment by the Company and/or by or on behalf of its servants or agents by way of damages of a sum not exceeding the annual amount of the Support Charge in respect of all and any claims arising during any one calendar year. The Company will not be liable for any loss of business, loss of profits or indirect or consequential loss.

iv. In the event of any third party provider of goods or services to the Customer making a claim against the Company arising out of the subject-matter of this Agreement, whether arising out of any negligence, breach of duty or other wrongful act or omission by the Company, its servants or agents, or otherwise, in respect of loss or damage outside or beyond the liability of the Company to the Customer, as limited herein, then the Customer shall indemnify the Company against any such claim (and all costs incurred therein) to the extent the value of any such claim exceeds the total limit of liability of the Company to the Customer as set out in clause 14.a.iii

v. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15. NO FAULT FOUND

a. Where the Customer reports an apparent fault on a Supported Item to the Company and, upon investigation by the Company the Supported Item or its installation is found not to be defective, the Company reserves the right to make a charge for the investigation and/or any call-out. Any such charge will be at the Company's normal rates.

16. ASSIGNMENT

a. This Agreement is personal to the Customer and may not be assigned or transferred without the prior written consent of the Company. The Company may at any time assign this Agreement to any other person or company authorised by the Company.

17. FORCE MAJEURE

a. Neither party shall be liable for any failure to perform its obligations hereunder if such failure arises from any act of God, war strike, lockout, or other labour dispute, riot, civil commotion, fire, lightning (or other electrical spike), flood, drought, epidemic or pandemic, failure of a utility service including a telecommunications network and the internet, legislation, or other causes beyond the reasonable control of the party concerned.

18. GOVERNING LAW AND JURISDICTION

a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English law.

b. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

19. MODIFICATIONS OR VARIATIONS

a. This document contains the full terms of the Agreement between the parties. No modifications or variations of this Agreement shall be valid unless confirmed in writing by a director of the Company on its behalf and an authorised representative of the Customer save that the Company may from time to time make and shall notify the Customer accordingly of such modifications or variations to this Agreement as may be reasonably necessary to reflect any circumstances which are beyond the Company's reasonable control and which are continuing or (where terms relating to price and payment or the apportionment of liability between the parties are not being changed) as may be reasonably necessary to reflect any changes in the administration of the Company's business or its method or means of delivery of the Services provided that the Company shall give the Customer at least one month's prior notice of any modification or variation to be made which is likely to be of material detriment to the Customer and in that case the Customer shall have the option to withdraw from this Agreement without penalty at any time during such notice period by notifying the Company accordingly.

b. The Company may notify the Customer of any modification or variation to be made to this Agreement by posting such modification or variation on the Company's website.

20. MISCELLANEOUS

a. Representations

i. The Customer agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all understandings or prior agreements oral or written, and all representations or other communications between the parties relating to the subject matter of this Agreement.

b. Severance

i. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

ii. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

c. Statutes

In this Agreement:

i. a reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time; and

ii. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

d. Quality of Service

i. The Company reserves the right to record telephone calls for quality-of-service purposes.

e. Notices

i. Any notice hereunder sent by the Company in the first-class post shall be deemed received by the Customer forty-eight (48) hours after the date of first class pre-paid postage posting to the Customer at the address given overleaf, or to such other subsequent address as may have been properly notified to the Company.

ii. The Customer shall send formal notice of either a Change of Billing Address or Termination by Recorded Delivery Post to the Company's registered office address.

f. Company Employees and Contractors

i. The Customer shall not, without the prior written consent of the Company, at any time during the term of this Agreement nor for a period of six (6) months following its expiry or termination for any reason, solicit or entice away from the Company or employ or engage any person who is, or has been, engaged as an employee or contractor of the Company at any time during the term of this Agreement and who has been involved in the provision of the Services to the Customer [in a technical capacity]. Any consent given by the Company shall be subject to the Customer paying the Company a sum representing liquidated damages equivalent to one hundred per cent (100%) of the then current annual remuneration of the Supplier's employee or the amount invoiced by its contractor during the 12-month period preceding the date of the contractor's last invoice to the Company.

21. AGREEMENT UNSIGNED

a. Notwithstanding that the cover sheet of this Agreement may not have been signed by the Customer or the Company, a legally binding contract upon the terms of this Agreement shall be deemed to have come into effect between the parties upon the sooner of the Company commencing to supply the Services i.e., putting the Customer on cover pursuant to the Customer's purchase order or request and the Customer paying the Support Charge and any applicable VAT.

22. CUSTOMER TERMS

a. For the avoidance of doubt the terms of this Agreement shall apply to every contract formed between the parties to the exclusion of any standard terms of purchase or similar which the Customer seeks to impose on or incorporate into such contracts at any time, whether such terms are supplied with the Customer's purchase orders or separately.