

# Standard Terms and Conditions



## 1 DEFINITIONS

1.1 The following words have the following meaning:

**"The Agreement"** means these contracting terms and conditions and the Customer Order Form.

**"BT"** means British Telecommunications Plc.

**"Customer"** means the company, partnership, sole trader or other legal entity named in the Customer Order Form.

**"Customer Order Form"** means the accompanying document titled Customer Order Form containing details of the Customer and the Services.

**"Data Services"** means the Services relating to data as specified in the Customer Order Form.

**"Equipment"** means any Equipment supplied by ATC Solutions to the Customer.

**"Line Rental"** means rental of the Customer's ISDN or Analogue line(s) previously supplied by BT.

**"Minimum Term"** means the minimum term in the Customer Order Form or, where applicable, the term specified in a particular section of these contracting terms and conditions.

**"MLU Access"** means the automatic insertion of the unique ATC Solutions access code by a unit provided by ATC Solutions.

**"Network Services Plan"** means the particular Network Services Plan specified in the Customer Order Form.

**"Owner"** means ATC Solutions.

**"Preferred Commencement Date"** means the preferred date on which that particular Service is due to commence.

**"ATC Solutions"** is a trading name of Approved Solutions Limited (Registered No. 293 8227. VAT No. 890 543 605 at Registered address Greenway House, Pinnacles, Harlow CM19 5QD). All references to ATC Solutions, shall incorporate all references to ATC Solutions, Approved Solutions Limited, its Subsidiaries and/or Holding Company

**"ATC Solutions Designated Carrier Network"** means the telecommunications network.

**"Services"** means the services requested by the Customer as particularised in the Customer Order Form.

**"Site"** means the place of business at which the Services and Equipment are to be provided as specified in this Agreement.

**"Software"** means any computer programme that was on the Equipment when supplied or that the Customer received separately.

1.2 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.

## NETWORK SERVICES

### 2 Period of Service

2.1 Subject to any other rights of termination in the Agreement, either party may cancel the provision of the Services at any Site by giving no less than 90 days written notice to the other party not to expire before the end of the Minimum Term.

2.2 If the customer migrates its call traffic from ATC Solutions network before the expiry of the notice referred to in 2.1, ATC Solutions reserves its right to invoice an amount equal to the Customer's average monthly gross profit multiplied by the number of months remaining in the Minimum Term.

### 3 Changes to the ATC Solutions Designated Carrier Network, Services or Equipment:

3.1 ATC Solutions may at any time change the ATC Solutions Designated Carrier Network, the Services or any Equipment; **(a)** if it needs to do so to comply with any applicable safety or other statutory requirements; or **(b)** where the change does not materially detract from the quality or performance of the Services.

3.2 ATC Solutions will pay for any change to the ATC Solutions Designated Carrier Network, Services or Equipment made under this clause.

### 4 Charges and Payment

4.1 ATC Solutions will charge the Customer at the prices set out in the Network Services Plan (as amended by ATC Solutions from time to time). ATC Solutions will invoice the Customer monthly in arrears and the Customer must pay the charges by the fourteenth day (14th) after the date of invoice by Direct Debit. If the Customer fails to make any payment within 14 days of the date of invoice ATC Solutions may require the Customer to pay all sums due

under this Agreement on demand. Clause 38 below will apply to late payment.

4.2 ATC Solutions may at any time increase the charges by giving the Customer 30 days written notice or if less as much notice as reasonably possible in the circumstances.

4.3 ATC Solutions may, on seven days written notice to the Customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to ATC Solutions from the Customer. If at any time the amount of charges payable to ATC Solutions exceeds the stipulated monetary limit, ATC Solutions will immediately notify the customer and any amounts incurred in excess of the stipulated monetary limit will immediately become due and payable.

## LINE RENTAL

### 5 Terms of service

The Customer agrees that signing this Agreement will terminate any prior line rental agreement with BT. The Customer authorises ATC Solutions to use all information the Customer provides in order to liaise directly with BT. In signing this Agreement the Customer agrees to take the line rental services specified in the Customer Order Form for a minimum term of 24 months. Following the minimum term, the line rental services shall continue until terminated by either party giving no less than 90 days written notice to the other party.

### 6 Charges and Payment

6.1 ATC Solutions will invoice the Customer quarterly in advance for Line Rental and the Customer must pay the charges by direct debit by the fourteenth day (14th) after the invoice date. If the Customer fails to make any payment within this timeframe ATC Solutions may require the Customer to pay all sums due under this Agreement on demand. Clause 38 below will apply to late payment.

6.2 ATC Solutions may, by giving the customer 30 days written notice, increase the charges for the service.

## MOBILE SERVICES AGREEMENT

### 7 Period of Service

7.1 Under the terms of this agreement the Customer may be supplied with a number of cellular connections (lines) at different times at the Customer's own request. Each supply will be for a minimum term of 13 months from the date of the order and, subject to any other right of termination under the Agreement, may only be terminated by giving 90 days notice in writing not to expire before the end of the minimum term.

7.2 Where ATC Solutions has provided further equipment in respect of any line at a subsidized price (upgrade) or financial support in lieu of equipment (upgrade support) then the minimum term that relates to that line is extended by a further period equal to the minimum term from the date of supply of the upgrade or upgrade support.

7.3 If the Customer terminates the Agreement in breach of these terms and conditions the Customer will be obliged to pay the monthly access charges in relation to each line supplied until the earliest date that the Customer would have been entitled to end each supply.

7.4 When this Agreement is terminated ATC Solutions will disconnect the Customer from the network and it must pay all charges owed to ATC Solutions under the Agreement.

### 8 Service

8.1 ATC Solutions will connect the Customer to the appropriate cellular network and will maintain that connection so far as it remains within its reasonable control to do so. ATC Solutions shall not be responsible for the coverage or quality of the service that the Customer receives from the network.

8.2 ATC Solutions standard service does not include the facility to make international calls or to make or receive calls whilst abroad. These facilities can be made available by prior request to ATC Solutions and may require payment of a deposit.

### 9 Charges and Payment

9.1 The Customer will be charged for all use of the lines supplied including; **(a)** A monthly access charge which is payable one month in advance, together with payment for any extra services which ATC Solutions is providing to the Customer; **(b)** Call charges for all calls made in the previous month according to the ATC Solutions tariff which the Customer has chosen; **(c)** In the event that the Customer chooses to use the telephone abroad, these charges will include

all incoming calls that the Customer receives during that period.

9.2 The Customer must pay all invoices issued by ATC Solutions within 14 days of the date of invoice by Direct Debit. If the Customer fails to make any payment within 14 days of the date of invoice ATC Solutions may require the Customer to pay all sums due under this Agreement on demand. Clause 38 below will apply to late payment.

9.3 If the network provider exercises any right against ATC Solutions to withhold or claw-back payments made by the network operator to ATC Solutions, ATC Solutions shall be entitled to charge, claw-back or adjust payments, tariffs or discounts made or given by ATC Solutions to the Customer to the extent that they are based upon payments from the network operator.

9.4 If any cellular connection is not being used for commercial purposes then ATC Solutions shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that connection.

9.5 ATC Solutions may, by giving the customer 30 days written notice, increase the charges for the service.

#### 10 Transfer of Number

In the event that the Customer wishes to change its mobile services supplier after the relevant minimum term has expired, ATC Solutions will arrange for the transfer of the telephone number to the new supplier providing that the Customer has given the appropriate period of notice to terminate that supply and upon the payment of a reasonable administration fee and upon all sums due to ATC Solutions under this Agreement being paid up to date, together with the payment of a deposit in respect of unbilled calls.

#### DATA SERVICES

##### 11 The Data Services

11.1 ATC Solutions shall provide the Data Services to the Customer according to the terms of the Agreement. A Minimum Term applies.

11.2 ATC Solutions may obtain telecommunications services from a carrier in order to supply the Data Services to the Customer. The Customer accepts that it is technically impracticable to provide telecommunications services which are entirely free of faults and ATC Solutions does not undertake to do so.

11.3 The Customer accepts that it may not be able to receive the Data Services due to certain technical restrictions. If such technical restrictions are discovered after the date of the Agreement, ATC Solutions shall have the right to immediately terminate the Agreement in whole or in part without prejudice to any of its rights under the Agreement.

##### 12 Charges

12.1 ATC Solutions shall provide the Customer with the Data Services in exchange for the charges as set out in this Agreement. Unless otherwise agreed in writing, the charges shall be payable quarterly in advance from the start of the Minimum Term. Payment must be by direct debit and will be due 14 days after the invoice date. If the customer fails to make any payment within 14 days of the date of invoice ATC Solutions may require the customer to make all payment due under the Agreement. Clause 38 below will apply to late payment.

12.2 Any installation fees associated with the Data Services shall be payable within 14 days of the date on which they are invoiced.

12.3 All fees are subject to change from time to time in the event that the carrier increases its fees to ATC Solutions. Details of any such increase shall be provided to the Customer as soon as reasonably possible.

##### 13 Your use of the Data Services

The Customer shall not make any unauthorised commercial use of the Data Services. The Customer agrees to keep full and accurate records of all operating units with which the Data Services are enabled and shall permit ATC Solutions to review and evaluate such records from time to time to ensure compliance with the Customer's obligations in connection with the Data Services.

##### 14 Termination

14.1 The Customer may terminate the Agreement by giving ATC Solutions 90 days notice in writing not to expire before the end of the Minimum Term. If the Customer terminates the Agreement before the end of the Minimum Term, ATC Solutions shall be entitled to charge the Customer the charges that would have been payable for the balance of the Minimum Term. If the Customer moves from the Site(s), ATC Solutions shall be entitled to charge the fees that would have been payable by the Customer for the balance of the

Minimum Term. If the Customer wishes to receive the Data Services at a new Site(s), it may be required by ATC Solutions to start a new Agreement.

14.2 Nothing in the Data Services section of the Agreement shall affect the parties' rights of termination or after termination in the general provisions of the Agreement.

#### SALES AND MAINTENANCE AGREEMENT

##### 15 Charges and Payment for Sale of Equipment

The Customer shall pay 40% or £500 (whichever is the greater) in respect of the order value on signing the Agreement and 60% on the installation date. Payment shall be due on receipt of the invoice. Clause 38 below will apply to late payment.

##### 16 Start Date and Period of Maintenance

The period of maintenance will start on the Preferred Commencement Date. It will continue for the Minimum Term and then from year to year until terminated at any time by either party giving the other not less than twelve (12) calendar months written notice prior to the Anniversary date.

##### 17 Maintenance Payment Terms

The Customer must pay all ATC Solutions invoices for maintenance by direct debit within 14 days of the invoice date, which will be before the period of cover starts. ATC Solutions shall have the right to stop servicing the Equipment if the Customer does not pay on time. Clause 38 below will apply to late payment.

##### 18 Quality and Reliability

If requested within the manufacturer's warranty period, ATC Solutions will replace faulty items free of charge with an identical model or one with similar capabilities. ATC Solutions will do this only if ATC Solutions supplied the Equipment to the Customer, the equipment has been maintained only by ATC Solutions, the Customer is not at fault and liability is not excluded.

##### 19 Servicing & Exclusions

19.1 Throughout the term of the Agreement ATC Solutions shall ensure that the performance of the Equipment and the servicing meet the approved standard of the manufacturer including: (a) telephone technical support for maintenance (b) an engineer's visit to the Site when required (c) service of the central control unit and all components within it (d) service of key phone instruments (e) service of Voicemail – auto attendant hardware\*(f) headsets\* (only covered if stated in the Agreement)

19.2 ATC Solutions will endeavour to respond to reported faults within the level of service taken by the Customer but at no time will a failure by ATC Solutions to do so be construed as a material breach of the Agreement.

19.3 Maintenance will not cover the following: (a) failure due to changes to or disconnection from the approved system (b) failure of any supplies or connected services (c) changes in the environment (d) ancillary items including but not limited to answer phones, call loggers, payphones, public address systems, printers, external music on hold sources, system cabling and consumables unless otherwise agreed in writing (e) a force majeure event as defined in the Agreement

##### 20 Connections

(a) If the Equipment is to be connected to the BT Network or other outside services, it is the Customer's responsibility to arrange for provision of any required circuits. (b) The Customer must pay all costs for circuit rentals, connection charges, inspections, commissioning and any other costs necessary to provide the services in clause (a). (c) ATC Solutions shall not be responsible for any delays in the provision of services referred to in clause (a). Any such delay will not give the Customer the right to refuse installation of the Equipment or payment due to us.

##### 21 Acceptance

After ATC Solutions has installed the Equipment at the Site, our engineer will confirm to the Customer that the Equipment is working satisfactorily. When this is confirmed the Customer will be taken to have accepted the Equipment. Any warranties for the Equipment from the manufacturer will be passed to the Customer for 30 days.

##### 22 Annual Price Increases

ATC Solutions may from time to time increase the charge for maintenance to account for cost increases. If this increase exceeds 10%, the Customer may by writing to ATC Solutions within 30 days of the invoice for the increased price

terminate the Agreement. Customers will not be allowed to terminate the Agreement if the increase has resulted from additions made to the system.

## GENERAL PROVISIONS

### 23 Sites

23.1 The Customer must prepare the Site(s) in accordance with ATC Solutions instructions so that any necessary Equipment can be installed. The Customer will meet the costs of preparing the Site(s).

23.2 The Customer must provide adequate electricity supply and suitable earth connection for the operation of any Equipment to be installed at the Site(s) and, in the case of MLU Access, a designated carrier network test and termination point.

23.3 The Customer must assist and co-operate with ATC Solutions to enable ATC Solutions to carry out its obligations under the Agreement including giving access to the Site(s) to install and maintain the Equipment.

23.4 ATC Solutions will normally carry out installation and maintenance work during normal working hours but may, on reasonable notice, require the Customer to provide access at other times. At the Customer's request ATC Solutions may agree to work outside normal working hours but the Customer shall be liable for paying to ATC Solutions any overtime charges for relevant staff.

### 24 Installation

24.1 ATC Solutions shall attempt to install the Equipment at the Premises so that the Service can be provided on or before the Preferred Commencement Date agreed by ATC Solutions. Any installation date shall be an estimate only and ATC Solutions shall not be liable for any failure to meet such installation date.

24.2 Should the Customer prevent ATC Solutions from delivering or installing the Equipment, including where the Site(s) is unprepared, ATC Solutions reserves the right to charge its costs to the Customer.

24.3 ATC Solutions shall attempt to comply with the Customer's reasonable requests in respect of installation but ATC Solutions decision on the routing of cables and wires and the positioning of outlets and Equipment shall be final.

24.4 The Customer must return to ATC Solutions a programming information sheet at least 7 days prior to the installation date. Without this installation may not be possible.

24.5 ATC Solutions accepts no liability whatsoever for any loss the Customer or any third party may suffer as a result of installation of the Service.

### 25 Provision of Services

25.1 ATC Solutions will provide the Services at the Site(s) from the Preferred Commencement Date until the Services are cancelled or the Agreement expires or is terminated in accordance with the Agreement.

25.2 ATC Solutions will make all reasonable efforts to provide the Services in a reliable manner and in accordance with good industry practice but cannot be held responsible for any fault or loss of Service arising as a result of incorrect information given to ATC Solutions by the Customer.

25.3 The Customer must notify ATC Solutions as soon as it becomes aware of any fault in the Services and ATC Solutions will endeavour to supply support to the Customer in an attempt to correct the fault as soon as is reasonably possible. If ATC Solutions provides assistance to the Customer for the resolution of a fault but it is subsequently discovered that the fault lies with neither the Equipment nor the Service provided by ATC Solutions then the Customer shall pay ATC Solutions for the resolution of the fault on a time and materials basis at ATC Solutions current rates from time to time.

25.4 ATC Solutions may occasionally have to interrupt the Service or change the technical specification of the Service for operational or planned maintenance reasons, for upgrades or because of an emergency. ATC Solutions will give the Customer as much notice as reasonably possible of any planned interruption to the Service.

### 26 Equipment

26.1 Ownership of the Equipment shall remain with ATC Solutions unless it is paid for in full by the Customer. Until that time the Customer will hold it as ATC Solutions fiduciary agent and bailee. The Customer must keep the Equipment separate from other equipment and it must be properly stored, protected, insured and identified as ATC Solutions property. The Customer is not permitted to sell the Equipment and ATC Solutions can insist on its return.

26.2 The Customer must not move or make any changes to the Equipment

without ATC Solutions's permission or allow access to the system without ATC Solutions's consent.

26.3 ATC Solutions will maintain the Equipment as per the terms of the Agreement. Allowing a third party to work on the Equipment is a repudiatory breach of the Agreement.

### 27 Software

The rights to the Software belong to ATC Solutions. The Customer is allowed to use the Software subject to the terms set out in the Agreement and in any other relevant documentation. The Customer shall not copy, change, interfere with or take apart the Software in any way, reveal its contents to a third party or grant a sub-licence. The Customer must ensure that the Software is used only in the permitted territories and for the permitted purpose.

### 28 Suspension of Services

28.1 ATC Solutions may, without terminating this Agreement, suspend the Services if any of the following apply: **(a)** ATC Solutions believes or is advised it is necessary because of technical problems or work on the network or for reasons of safety; **(b)** ATC Solutions believes it is necessary to prevent fraud taking place; **(c)** ATC Solutions is obliged to comply with an order, instruction or request of Government or persons purporting to act with Governmental authority, an emergency service organisation, or other competent administrative authority; **(d)** ATC Solutions needs to maintain or upgrade the ATC Solutions Designated Carrier Network at the Site; **(e)** The Customer's total charges incurred are more than the Customer's credit limit.

28.2 The Customer acknowledges and agrees that in certain circumstances it may not be possible for ATC Solutions to provide notice of the suspension. ATC Solutions will use reasonable endeavours taking account of the circumstances to provide the Customer with as much notice of the suspension and to maintain the suspension for as short a period as is reasonably possible

28.3 If suspension occurs for technical reasons or to prevent fraud and that suspension lasts for more than 24 hours, the Customer will receive a pro-rata credit against the monthly access charge for the period of the suspension.

28.4 If the Customer fails to pay a sum due under the terms of the Agreement then ATC Solutions reserves the right to suspend the Service and levy an administration fee of £50 for lifting such a suspension.

### 29 Termination

29.1 Without prejudice to any other rights or remedies under the Agreement or at law, ATC Solutions may terminate this Agreement or cancel the Services at any Site immediately by serving written notice on the customer if: **(a)** the Customer becomes insolvent or is subject to a court winding up order; or **(b)** the Customer commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within 14 days of receiving written notice to do so from ATC Solutions; or

29.2 The Customer may terminate this Agreement immediately by serving written notice on ATC Solutions if: **(a)** ATC Solutions becomes insolvent; or **(b)** ATC Solutions commits a breach of any material obligation under the Agreement and (in the case of a remediable breach) fails to remedy the breach within 14 days of receiving written notice to do so from the Customer.

### 30 After Termination

30.1 Upon termination for any reason of any part of the Agreement, all amounts owed by the Customer to ATC Solutions shall become immediately due and payable in full on demand and the Customer must: **(a)** immediately stop using the Service that has been terminated; **(b)** immediately stop using the Equipment, and **(c)** permit ATC Solutions to enter the Site(s) during normal business hours to remove the Equipment. The Customer's obligations in respect of the Equipment will continue to apply until ATC Solutions has removed the Equipment.

30.2 ATC Solutions will not be liable for any further programming required by the Customer.

30.3 The provisions of this clause remain in force despite the termination of the Agreement.

### 31 Limitation of Liability

31.1 The parties shall not be liable to the other except as expressly set out in the Agreement.

31.2 Unless otherwise expressly stated, either party's liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of either party's obligations under the Agreement is limited to £1 million for one event or series of related events and

£2 million in total for all events arising in any twelve month period.

31.3 Without prejudice to the Customer's obligations to pay ATC Solutions the charges for any Equipment or Services, the parties shall not be liable to the other party under the Agreement in contract, tort (including negligence) or otherwise for any loss of revenue, business, contracts, anticipated savings or profits.

31.4 Nothing in this Agreement excludes or restricts either party's liability:

(a) for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment; or (b) for anything else for which the parties cannot at law limit or exclude their liability.

31.5 The provisions of this Clause continue to apply despite the termination or expiry of the Agreement.

### 32 Force Majeure

32.1 Neither party will be obliged to carry out any obligation under the Agreement where performance of such obligation is prevented due to any cause beyond the party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, war, military operations, or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of either the Equipment or Services or both resulting from the same or a similar type of force majeure event

32.2 If any force majeure event lasts for more than three months from the date of its commencement and that event prevents either party from performing all or a material part of its obligations during that period either party may by giving 14 days written notice to the other party terminate the Agreement.

### 33 Information and Confidentiality

33.1 The Customer will promptly provide ATC Solutions (free of charge) with any information ATC Solutions may reasonably require to enable it to proceed with the performance of its obligations under the Agreement including any information which ATC Solutions may reasonably request for the purposes of credit verification and debt collection and the Customer permits ATC Solutions to use such information and to provide it to third parties acting on behalf of ATC Solutions for such purposes.

33.2 Unless expressly agreed in writing neither the Customer nor ATC Solutions will use, copy, adapt, alter or part with possession of any information that is disclosed or otherwise comes into its possession under or in relation to the Agreement and which is of a confidential nature unless required to do so by a court order or legislation. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or which the recipient obtains from some other person with good legal title to it or which is in the public domain otherwise than through the default or negligence of the recipient.

33.3 The Customer acknowledges that ATC Solutions may use information regarding calls routed through the Equipment including but not limited to origin, destination, duration, route and time.

33.4 Both parties must comply with the Data Protection Act 1984 when dealing with information given to the other party under the Agreement.

### 34 Intellectual Property Rights

Intellectual Property Rights in all documents, drawings and information including if applicable any access codes supplied to the Customer in connection with the Agreement remain vested in ATC Solutions or the intellectual property right owner. Such documents, drawings and information are confidential and will not be copied, disclosed or used (except for the purpose for which they were supplied) without ATC Solutions prior written consent.

### 35 Non-Waiver and Severability

35.1 Failure by either party to enforce any of its rights under the Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing.

35.2 Part or all of any clause of the Agreement that is unenforceable or illegal will be severed from the Agreement and will not affect the enforceability of the remaining provisions of the Agreement.

### 36 Fraud

ATC Solutions shall not be responsible for call charges resulting from fraudulent

use of the Equipment or Services by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraud.

### 37 Value Added Tax

All sums due to ATC Solutions under the Agreement are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the Customer.

### 38 Late Payment

In respect of all Services provided under the agreement the Customer will pay interest at a rate of 3% over the Bank of England Base Lending Rate applicable at the time per month on all overdue amounts from the date payment is due until the Customer has paid in full. If payment should not be received within 30 days from the date of the invoice, ATC Solutions will be entitled to charge (in addition to interest and any legal costs ordered by the court and without prejudice to any other rights or remedies available to ATC Solutions) the sum of £85 + Vat administrative cost incurred by ATC Solutions in taking steps to secure payment.

### 39 The Customer's Obligations Under The Agreement

39.1 The Customer must not use or allow others to use the Equipment or Services provided for any improper, immoral or unlawful purpose. If ATC Solutions incurs any liability to any person or any expense arising from such use, the Customer will promptly reimburse such amounts to ATC Solutions.

39.2 The Customer must report to ATC Solutions as soon as it becomes aware of any fraud, deception, or unauthorised or unlawful use relating to the Equipment or Services.

39.3 The Customer must advise ATC Solutions in writing if it changes its address.

39.4 The Customer must comply with all reasonable instructions given to it by ATC Solutions and provide ATC Solutions with all information relevant to the Services to be provided under the Agreement.

### 40 Other Standard Terms

40.1 The Agreement is the entire Agreement between the Customer and ATC Solutions.

40.2 The Agreement applies to all items of Equipment individually. If any item fails, it will not affect the rights and liabilities of either party for the other items.

40.3 The Customer's duties under the Agreement will continue and will not be affected by the breakdown, theft, loss, destruction of, or damage to any Equipment.

40.4 Notices under the Agreement must be made in writing and delivered by hand or sent by post to the other party's address. The address will be the one stated in the Agreement, the registered office (for a limited company) or the last known address of the other party. The notice will be taken to have been delivered on the date it was delivered by hand or 24 hours after the date it was posted.

40.5 ATC Solutions reserves the right to assign, sub-contract or otherwise deal with all or any of its rights and obligations arising under the Agreement. The customer may not assign this contract without having first received written authority from ATC Solutions, such authority not to be unreasonably withheld.

40.6 There can be no variation to the terms of the Agreement unless approved in writing by both parties.

40.7 The unenforceability of any term of the Agreement will not affect the enforceability of any other terms.

40.8 No person or body who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Agreement.

40.9 The Agreement is governed by English law and disputes will be subject to the exclusive jurisdiction of the English Courts.

Goods remain strictly the property of AT Communications Group Plc. until paid for in full.

"ATC Solutions" is a trading name of Approved Solutions Limited. Registered No. 293 8227. VAT No. 890 543 605. Registered at Greenway House, Pinnacles, Harlow CM19 5QD). All references to ATC Solutions, the preferred supplier shall incorporate all references to ATC Solutions, Approved Solutions Limited, its Subsidiaries and/or Holding Company.

Communications Management through:

Product Leadership

Operational Excellence

Customer Intimacy