

# Y-our Network Group Ltd

## Business Solutions

### Terms & Conditions

#### 1 Contract structure and contracting entity

- 1.1 These are the terms and conditions on which Y-our Network Group Ltd will supply Goods and Services to the Customer.
- 1.2 The Customer shall be deemed to have accepted the terms of the Contract on placing an Order.
- 1.3 The Contract shall comprise of:
  - 1.3.1 the order
  - 1.3.2 the schedules (if any)
  - 1.3.3 Where applicable, the price guide, and
  - 1.3.4 Any other document referred to in the Contract.
- 1.4 If there is any conflict between the documents listed in clause 1.3, the document higher in the list shall take precedence.
- 1.5 By entering into the Contract, the Customer confirms that it is contracting as a business and not as a consumer.

#### 2 Interpretation

##### 2.1 Definitions

In the Contract, the following definitions apply:

**Applicable Law** the laws of England and Wales and any other laws and regulations that apply to providing or receiving the Service;

**Authorised Contacts** individuals authorised to act on behalf of the Customer in relation to the Service;

**Supplier:** Y-our Network Group Ltd, Suite 3 Montford House, Donnington, Telford, TF2 7BF . Registered in England Number 14451257

**Broadband Service** a broadband Service provided by Y-our Network Group Ltd to the Customer to access the internet using the Network;

**Bundle Services** and/or Goods that are provided under the same Contract (or two or more closely related or linked Contracts), at least one of which relates to the provision of an internet access service or a number-based interpersonal communications service. The other Services which may comprise part of a "Bundle" include content services or terminal equipment;

**Business Day** a day other than a Saturday, Sunday or public holiday (in England);

**Business Hours** 9AM-16.30 (UK time) on Business Days;

**Cancellation Charges** a sum equal to all costs incurred by Y-our Network Group Ltd in order to get ready to provide the Service, including cancellation

charges from Y-our Network Group Ltd's subcontractors or suppliers or other costs payable to a third party and the cost of any Goods which have been delivered or provided to the Customer;

**Charges** the fees and charges payable to Y-our Network Group Ltd in relation to the Service as set out in the Order, Schedule, these Conditions, the Price Guide;

**Claim** any legal claims, actions or proceedings against a party to this Contract, whether threatened or actual, whether by a third party or the other party to this Contract;

**Conditions** the terms and conditions set out herein;

**Contract** the agreement between Y-our Network Group Ltd and the Customer as set out in clause 1.3;

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing, and appropriate technical and organisational measures** as defined in the Data Protection Legislation;

**Customer** the party Y-our Network Group Ltd contracts with to provide the Service;

**Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, as each of the foregoing may be updated, replaced or amended from time to time; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**Effective Date** except where Y- specifies otherwise, the date the Customer accepts Y-our Network Group Ltd's offer to enter into the Contract, as may be further described in an order confirmation email;

**Goods the equipment** detailed in an Order and/or Schedule which is intended for use with the Service and/or Third Party Software;

**Schedule** any document supplied by Y-our Network Ltd that sets out the specific terms that apply to a Service and which is clearly marked as forming part of the Contract, excluding any proposal or other marketing material;

**Service** each service provided by Y-our Network Group Ltd under the Contract, which may include part of a Service, provision of a Service to a Site, and/or Goods;

**Privacy Policy** Y-our Network Group Ltd's privacy policy (as amended from time to time) at <https://www.y-ournetworkgroup.co.uk/>

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**Site** a place at or to which the Service is to be supplied, as identified in an Order;

**Small Business Customer** a Customer who has fewer than ten employees at the Effective Date;

**Large Business Customer** a Customer who has ten or more employees at the Effective Date;

**Network** the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators;

**Not-for-profit Customer** a Customer which is a body for which (as at the Effective Date) no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which applies the whole of its income for charitable or public purposes and is prohibited from directly or indirectly distributing among its members any part of its assets;

**UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

**User** any person the Customer allows to use the Service.

**General Conditions** Ofcom's General Conditions of Entitlement;

**Termination Charges** the aggregate of:

- (a) the charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted;
- (b) the fixed monthly charges due to the end of the Minimum Term;
- (c) if the Customer has paid a reduced charge, or no charge, for certain Goods or installation/connection services and the relevant Service ends before the end of the Minimum Period, the full price for the Goods and installation/connection services, excluding any discounts; and
- (d) the Service Cease Fee (if any);

### 3 DELIVERY OF EQUIPMENT

3.1 Delivery of the Equipment shall be made by the Supplier delivering the Equipment to the agreed location, as detailed in the Network Service Agreement.

3.2 Any dates given for delivery of the Equipment are approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence. The Equipment may

be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

### 4 RISK AND PROPERTY

4.1 The Equipment will remain the property of the Supplier.

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

4.3 The Customer shall deliver up the Equipment to the Supplier on demand and, if the Customer fails to do so immediately, the Supplier may enter any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.

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

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

### 5. CUSTOMERS OBLIGATIONS

5.1 The Customer agrees that it will:

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

5.1.2 route all calls via Y-our Network Group chosen network for the duration of the agreement, and not in any way whatsoever, cause calls to be made which are not routed over Y-our Network Group preferred network, whether by the use of an auto dialler used to route calls over a different network.

5.1.3 ensure that only attachments approved for connection under the Telecommunications Act 1984 be connected with the Service;

5.1.4 not to use the Service or the Equipment in a manner which constitutes a violation or infringement of the rights of any other party;

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

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

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

#### 6 Y-our Network Group Ltd Obligations

6.1 Y-our Network Group Ltd will:

6.1.1 provide the Estimated live date and use reasonable endeavours to meet such date. Activation on a specific date is not guaranteed and Y-our Network Group Ltd will have no liability in respect of any failure to commence the supply of a Service by any given date. Where Y-our Network Group Ltd has agreed to other dates, levels or standards in respect of the performance of a Service, such criteria must be detailed in writing in an Order. Y-our Network Group Ltd shall use reasonable endeavours to meet such performance criteria, but failure to do so shall not constitute a breach of Contract;

6.1.2 provide the Service in all material respects in accordance with the relevant Schedule (if any) and with the care and skill that would reasonably be expected in the circumstances. Y-our Network Group Ltd shall take steps to ensure the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does Y-our Network Group Ltd warrant or guarantee, that the Service will be uninterrupted, secure or error-free;

6.1.3 comply with Applicable Law;

6.1.4 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and

6.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

6.2 Y-our Network Group Ltd may change the Service (including the introduction or removal of features or replacement of the Service with an equivalent Service) at any time:

6.2.1 to comply with Applicable Law or other safety requirement;

6.2.2 for any other reason provided the change does not materially adversely affect the nature or quality of the Service; and/or

6.2.3 in the event Y-our Network Group Ltd's subcontractors or suppliers make a change to the Service.

#### 7 Suspension of Service

7.1 Y-our Network Group Ltd may restrict or suspend any Service:

7.1.1 for any maintenance, modification, or technical failure of the Network or Service;

7.1.2 to implement a change under clause 6.2;

7.1.3 to safeguard the security and integrity of the Network;

7.1.4 for any breach of the Customer's obligations under this Contract, including clauses 5 and 8, or any failure to pay Y-our Network Group Ltd pursuant to the terms of any other contract between the Customer and Y-our Network Group Ltd; or

7.1.5 if the Customer becomes subject to any of the events listed in clauses 13.5.2(b) to 13.5.2(k), or if the Customer fails to pay any amount due under the Contract on the due date for payment.

7.2 Y-our Network Group Ltd shall keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.

7.3 If Y-our Network Group Ltd restricts or suspends the Service pursuant to clauses 7.1.4 or 7.1.5:

7.3.1 the Customer will continue to be liable to pay the Charges for the Service until the Service ends; and

7.3.2 Y-our Network Group Ltd may charge the Customer to start the Service again

#### 8 Charges and payment

8.1 The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use. The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.

8.2 Fixed charges (such as line rental) are invoiced in advance and variable charges (such as usage) are invoiced in arrears. The billing period (such as monthly, quarterly or annually) is set out in the Order.

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8.3 Y-our Network Group Ltd will invoice, and the Customer will pay, in pounds sterling.

8.4 Y-our Network Group Ltd will work out the Charges based on details that Y-our Network Group Ltd records or that are recorded for Y-our Network Group Ltd.

8.5 Y-our Network Group Ltd may invoice the Customer for any administration charges incurred as a result of the Customer providing a materially inaccurate or incomplete Order.

8.6 If Y-our Network Group Ltd issues an invoice online, it will notify the Customer by email.

8.7 The Customer shall immediately pay such Termination charges in respect of the remainder of the Minimum Term unless the Customer is disputing an invoice under clause 8.15, the Customer will pay each invoice from Y-our Network Group Ltd within the number of days set out in the Schedule or Order (of if no such number is so set out then within 14 days) from the date on it. The Customer will pay the full amount in cleared funds into Y-our Network Group Ltd's bank account, without any set-off, counterclaim, deduction or withholding (except as required by law).

8.8 Y-our Network Group Ltd may, without limiting its other rights and remedies, set-off any amount owing to it by the Customer against any amount payable by Y-our Network Group Ltd to the Customer.

8.9 The Customer will pay all Charges by direct debit, unless Y-our Network Group Ltd agrees otherwise.

8.10 Where the Customer does not pay by direct debit, unless Y-our Network Group Ltd agrees otherwise, Y-our Network Group Ltd will:

8.10.1 charge a payment processing fee as set out in the Price Guide; and

8.10.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.

8.11 Unless stated otherwise in an Order, the Charges are exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature and all other taxes and charges in respect of the Service, which shall be payable by the Customer in addition

8.12 If the Customer does not pay an invoice by the date it is due and is not disputing the invoice in

accordance with clause 8.15, Y-our Network Group Ltd may:

8.12.1 charge a late payment charge, as described in the Schedule or the Price List; or

8.13.2 charge interest on the unpaid amount at the highest rate permitted by Applicable Law from the date payment was due until the date of actual payment, whether before or after judgment;

8.13.3 restrict or suspend the Service as set out in clause 7;

8.13.4 cancel any outstanding Order; and

8.13.5 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Y-our Network Group Ltd (if any).

8.14 The Customer will pay any reasonable costs that Y-our Network Group Ltd incurs when recovering any amount the Customer owes to Y-our Network Group Ltd, including debt collection agency and legal costs.

8.15 In the event that the Customer disputes the amount of an invoice:

8.15.1 the Customer shall pay any undisputed portion of the invoice in accordance with clause 8.7; 8.15.2 the Customer shall write to Y-our Network Group Ltd within 10 Business Days of the date of the invoice providing details of:

(a) the nature and reason for the dispute;

(b) the amount in dispute; and

(c) any evidence to support the disputed amount;

8.15.3 if Y-our Network Group Ltd can demonstrate that the invoice is correct Y-our Network Group Ltd shall be entitled to charge in accordance with clause 8.13; and

8.15.4 if Y-our Network Group Ltd determines that the disputed invoice is incorrect Y-our Network Group Ltd shall issue a corrected invoice and/or apply the relevant credit to the Customer's account.

8.16 Any invoice which is not disputed in accordance with clause 8.15 shall be deemed to be fully accepted by the Customer and Y-our Network Group Ltd shall have no liability in respect of any invoice which is otherwise disputed.

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**8.17 Other Charges:-** An Annual service charge of £60.00 plus Vat will be payable annually.

#### 9. DELIVERY OF EQUIPMENT

9.1 Delivery of the Equipment shall be made by the Supplier delivering the Equipment to the agreed location, as detailed in the Network Service Agreement.

9.2 Any dates given for delivery of the Equipment are approximate only and the Supplier shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

#### 9.3 Availability

##### 9.3.1 Standard Support Hours

(a) Unless expressly stated otherwise in an Order or Schedule, Y-our Network Group Ltd standard support hours for the provision of on-site support services are 9 am to 4.30 pm (less one hour for lunch) on Business Days.

(b) Engineers will work on varying shift patterns within the hours stated above. This means that individual engineers do not necessarily work from 9 am to 4.30 pm on a daily basis.

9.3.2 Out of Hours Subject to agreement in advance (including as to additional charges), Y-our Network Group Ltd can provide remote and/or on-site support outside of Standard Support Hours.

9.3.3 The Customer is responsible for giving Y-our Network Group Ltd authority to deal with its third party suppliers on behalf of the Customer. When such authority has not been provided, the support that can be provided by Y-our Network Group Ltd may be limited.

9.3.4 When remote support cannot resolve an Incident and on-site support is required, the on-site visit will take place during Standard Support Hours within any agreed response times.

9.3.5 When a Customer has an Incident that is being worked on but remains unresolved at close of Standard Support Hours, support will resume when Standard Support Hours re-open.

#### 10 Goods – warranties, replacements and returns

10.1 The Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (Manufacturer's Warranty). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).

10.2 Except as provided in this clause 10, Y-our Network Group Ltd shall have no liability to the Customer in respect of the failure of Goods to comply with the applicable Manufacturer's Warranty.

10.3 Subject to clause 10.4 and any additional terms set out in a Schedule, Y-our Network Group Ltd shall not be under any obligation to exchange, repair or replace Goods or provide any refunds.

10.4 Where Goods supplied to the Customer are or become faulty during the Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions or misuse):

10.4.1 The Customer should report the fault to the Y-our Network Group Ltd Support Team on [0330 118 0954](tel:03301180954) or by email to the relevant address at <https://www.y-ournetworkgroup.co.uk/>

10.4.2 The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Y-our Network Group Ltd at the Customer's cost and risk by such post or courier service as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Y-our Network Group Ltd, Suite 3 Montford House, St Georges Court, Donnington, Telford TF2 7BF (or as otherwise directed by Y-our Network Group Ltd).

10.4.3 Y-our Network Group Ltd shall inspect the returned Goods and may return them to the manufacturer.

10.4.4 Y-our Network Group Ltd may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:

(a) provide replacement Goods (subject to clause 11.5); or

(b) refund such sum as Y-our Network Group Ltd reasonably considers to be the current market value of the faulty Goods.

11.5 The Customer acknowledges that, where it is determined (either by Y-our Network Group Ltd acting

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reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty the Customer remains liable for any sums outstanding in respect of such Goods and:

11.5.1 where the faulty Goods can be repaired:

(a) the Customer shall return to Y-our Network Group Ltd any replacement Goods supplied pursuant to clause 11.4.4 (a) (at the Customer's cost and risk) or pay Y-our Network Group Ltd the full cost of such replacement Goods; and

(b) at the Customer's option, Y-our Network Group Ltd shall either (i) repair the faulty Goods and the Customer shall pay the costs of repair or (ii) return the faulty Goods to the Customer at the Customer's cost and risk;

11.5.2 where the faulty Goods cannot be repaired, the Customer shall pay Y-our Network Group Ltd the full cost of any replacement Goods supplied pursuant to clause 11.4.4(a).

11.6 The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Y-our Network Group Ltd and the Customer agrees that Y-our Network Group Ltd will not be liable if any such data is lost or corrupted during any process set out in clauses 11.4 and 11.5.

11.7 Notwithstanding the foregoing provisions of this clause 11, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.

#### 12 Conditions Of Sale

12.1 There is no trial period or "Cooling Off" of Y-our Network Group Ltd business service contracts. Once this and all relevant documentation is signed the customer may be subject to cancellation charges.

12.2 No order for the rental of Equipment which has been accepted by Y-our Network Group may be cancelled by the Customer prior to installation except with the express agreement in writing of Y-our Network Group, and on the terms that the Customer shall indemnify Y-our Network Group for the administration costs accrued in dealing with your order ('the Cancellation Charge'). The Cancellation Charge is calculated as being equivalent to 3 quarterly rentals and this sum shall be immediately due to Y-our Network Group on notice of cancellation

being given. It is agreed that this is a fair and reasonable charge in all circumstances.

12.3 Where the Rental Agreement has been transferred or assigned to Y-our Network Group may at its own discretion accept the Cancellation Charge in settlement of all amounts which may otherwise be due to Y-our Network Group on termination of the Rental Agreement.

12.4 By signing and dating a copy of this Agreement You represent that you are a Body Corporate and not an individual for the purposes of the Consumer Credit Act 1974 and You agree and accept the terms and conditions set out in this Agreement and in the Rental Agreement.

12.5 Financial Information In the event of failure to obtain finance from a third-party finance provider ('Hirer') Y-our Network Group reserves the right to request additional financial information to assist the customer with obtaining finance.

12.6 If there is an introductory 12 month Network Service discount this will automatically be discontinued from month 13.

#### 13 Term and termination

13.1 The Contract shall commence on the Effective Date and shall continue until:

13.1.1 it is terminated in accordance with its terms; or

13.1.2 Y-our Network Group Ltd is no longer providing any Services to the Customer and there are no outstanding Orders.

13.2 The Customer can cancel an Order by giving Y-our Network Group Ltd Notice, provided such Notice is received (or deemed received) by Y-our Network Group Ltd before the Live Date.

13.3 If the Customer cancels an Order in accordance with clause 13.2:

13.3.1 if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, Y-our Network Group Ltd may amend the Charges to reflect this; and

13.3.2 the Customer will pay Y-our Network Group Ltd the Cancellation Charges in accordance with clause 8.7.

13.4 Customer can terminate the Contract at any time by giving: 90 days notice. If termination date is before the minimum contract end date, then full

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termination fees will be applied based on the minimum term remaining on the contract, which the customer must pay within 14 days to Y-our Network Group Ltd's bank account.

13.4.1 at least 90 days' Notice in respect of any Service based on ethernet, DIA, EFM or EFTTC; and

13.4.2 at least 30 days' Notice for any other Service.

13.5 Without limiting its other rights or remedies:

13.5.1 Y-our Network Group Ltd may terminate the Contract in whole or part with immediate effect by giving Notice to the Customer where the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 8.15.2) on the due date for payment and remains in default no less than 30 days after being notified in writing to make such payment;

13.5.2 a party may terminate the Contract in whole or in part with immediate effect by giving Notice to the other party if:

- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or

more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;

(j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses (b) to (j) (inclusive);

(l) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

(m) the other party's financial position deteriorates to such an extent that in Y-our Network Group Ltd's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.6 Where more than one Service is provided under the Contract and the Contract is not terminated in whole, the Contract shall only terminate in respect of the terminated Service, and shall continue in respect of any continuing Service.

#### 14 Consequences of termination

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14.1 If the Customer terminates the Contract, the Service or any Order using its rights set out in clause 13.4, the Customer will pay Y-our Network Group Ltd:

14.1.1 the Termination Charges; and

14.1.2 all Charges for Services that are or would have been performed the Customer shall immediately pay such charges in respect of the remainder of the Minimum Term 13.4.

14.2 If Y-our Network Group Ltd terminates the Contract, the Service or any Order using its rights set out in clause 13.5, the Customer will pay Y-our Network Group Ltd the Termination Charges.

14.3 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:

14.3.1 the Customer will immediately pay Y-our Network Group Ltd any money and interest that is due;

14.3.2 where any Goods are to be returned to Y-our Network Group Ltd, the Customer shall upon request promptly (and in any case within 14 days of Y-our Network Group Ltd's written request) pay to Y-our Network Group Ltd a handling fee in respect of each unit of Goods;

14.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.3.4 the following clauses shall continue in force: clause 2 (Interpretation), clause 15 (Liability), clause 14 (Consequences of termination), clause 18 (Intellectual property), clause 19 (Data protection), clause 21.6 (Confidentiality), clause 21.1 (Waiver), and clause 21.5 (Governing law and jurisdiction). 16 Changes to the Contract.

#### 15 Liability

15.1 Y-our Network Group Ltd will not be liable if it fails to do something under the Contract (including not carrying out any of its obligations, carrying them out late or not meeting any service levels), whether or not there is a Force Majeure Event (in which case, clause 21.1 applies), to the extent that Y-our Network Group Ltd's failure is due to:

15.1.1 the Customer's failure to carry out, or delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Y-our Network

Group Ltd for any costs and losses sustained or incurred as a result of such failure or delay;

15.1.2 anyone other than Y-our Network Group Ltd or Y-our Network Group Ltd's subcontractors or suppliers doing something, or not doing something, they need to do; or

15.1.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

15.2 Subject to clause 15.5:

15.2.1 neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill; or
- (f) any indirect or consequential loss; and

15.2.2 each party's total liability to the other arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of:

- (a) the amount paid by the Customer to Y-our Network Group Ltd under the Contract in the 12 months prior to the date the loss arose; and
- (b) £100,000.

15.3 The Customer's obligations to make payments to Y-our Network Group Ltd pursuant to the Contract are in addition to and will not be counted towards the limitations set out in clause 15.2.2.

15.4 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.

15.5 Nothing in these Conditions excludes or limits the liability of a party for:

15.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;



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15.5.2 fraud or fraudulent misrepresentation; or

15.5.3 any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.

15.6 This clause 15 shall survive termination of the Contract.

#### 16 Changes to the Contract

16.1 The provisions in this clause 16 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.

16.2 Y-our Network Group Ltd may amend the Charges in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the Office for National Statistics' (or such other body to which the functions of that office may be transferred) UK Consumer Prices Index (CPI) rate for December of the previous year (published in January) plus 3.9%. If the CPI rate is negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Y-our Network Group Ltd may use a substituted index published by that office for that month. As an example:

Based on a) an increase of 7.9% being the CPI rate for December 2023 of 4.0% plus 3.9%, and b) Charges of £60 per month, the Customer's Charges would increase to  $60.00 \times 1.079$  £64.74 from its first April invoice. Following price increases would be calculated on the relevant CPI rate, but assuming the same rate, the Customer's Charges would increase to  $(£64.74 \times 1.079)$  69.85 from its second April invoice.

16.3 This clause 16.3 applies to Large Business Customers only. Without prejudice to clause 16.2, Y-our Network Group Ltd may amend the Contract (including the Charges) at any time by either:

16.3.1 publishing the amendment online at <https://www.y-ournetworkgroup.co.uk/> (or any other online address that Y-our Network Group Ltd advises the Customer of); or

16.3.2 by giving Notice to the Customer.

16.4 This clause 16.4 applies to Small Business Customers and Not-for-profit Customers only. Without prejudice to clause 16.2, Y-our Network Group Ltd may amend the Contract (including the Charges) at any time in the event such changes are required by Applicable Law or are administrative in nature by:

16.4.1 publishing the amendment online at <https://www.y-ournetworkgroup.co.uk/terms-and-conditions/> (or any other online address that Y-our Network Group Ltd advises the Customer of); or

16.4.2 giving Notice to the Customer

16.5 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 17 Complaints

If the Customer wishes to make a complaint about the Service, the Customer must follow the Y-our Network Group Ltd Complaints Procedure which can be found <https://www.y-ournetworkgroup.co.uk/>

#### 18 Intellectual property

18.1 Intellectual Property Rights in or arising out of the Service will be owned by Y-our Network Group Ltd save to the extent that any of them contain Intellectual Property Rights owned by third parties.

18.2 If Y-our Network Group Ltd provides Software so the Customer can use the Service, Y-our Network Group Ltd gives the Customer a non-transferable, non-exclusive licence to use the Software only for the purposes and in the manner set out in the Contract, and for the period during which Y-our Network Group Ltd provides the relevant Service. The Customer will comply with any third party terms that apply to the use of the Software.

18.3 The Customer will not and will ensure that its Users do not, copy, decompile, modify or reverse engineer any Software, or allow any third party to do so, except with Y-our Network Group Ltd's prior written consent.

18.4 If the Customer's use of the Service infringes, or allegedly infringes, a third party's Intellectual Property Rights, Y-our Network Group Ltd will indemnify the Customer for Claims, losses, costs or liabilities brought against it provided the Customer:

18.4.1 notifies Y-our Network Group Ltd promptly about the Claim;

18.4.2 allows Y-our Network Group Ltd to conduct all negotiations and proceedings and to settle the Claim;

18.4.3 provides Y-our Network Group Ltd with its reasonable assistance regarding the Claim; and

18.4.4 does not attempt to settle the Claim or make any admission or public statement relating to it, or do

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anything that may harm Y-our Network Group Ltd's defence of it.

18.5 The indemnity in clause 18.4 will not apply to any part of a Claim that results from or is connected with:

18.5.1 the Customer's use of the Service with equipment, software or another service not supplied by Y-our Network Group Ltd;

18.5.2 any modification of the Service, other than by or on behalf of Y-our Network Group Ltd;

18.5.3 any content, designs or specifications that have not been supplied by or on behalf of Y-our Network Group Ltd; or

18.5.4 the Customer using the Service in a way not agreed in writing by Y-our Network Group Ltd.

18.6 The Customer will indemnify Y-our Network Group Ltd for Claims, losses, costs or liabilities brought against Y-our Network Group Ltd that result from or are connected with:

18.6.1 the Customer's use of the Service with equipment, software or another service not supplied by Y-our Network Group Ltd;

18.6.2 any modification of the Service, other than by or on behalf of Y-our Network Group Ltd;

18.6.3 any content, designs or specifications that have not been supplied by or on behalf of Y-our Network Group Ltd; or

18.6.4 the Customer using the Service in a way not permitted by this Contract.

18.7 If using the Service leads, or is likely (in Y-our Network Group Ltd's reasonable opinion) to lead, to a Claim against the Customer as described in clause 18.4, Y-our Network Group Ltd may (at its own expense):

18.7.1 procure the right to continue the Customer's use of the Service; or

18.7.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Service is not materially affected.

18.8 The indemnity in clause 18.4 and the actions in clause 18.7 are the Customer's only remedies for Claims that use of the Service infringes a third party's Intellectual Property Rights.

### 19 Data Protection

19.1 The following table sets out the scope, nature and purpose of processing by Y-our Network Group Ltd, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

|                             |  |
|-----------------------------|--|
| Subject matter              | The processing of the Data Subjects' Personal Data in order to provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.   |
| Duration                    | The duration required for the performance of the Contract.   |
| Categories of data          | Any Personal Data transferred by the Customer to Y-our Network Group Ltd under this Contract, including, but not limited to: <ul style="list-style-type: none"> <li>• title;</li> <li>• full name;</li> <li>• job title;</li> <li>• telephone numbers and other contact details;</li> <li>• bank, payment and invoicing details; and</li> <li>• details related to use of the Services (which may include: description, duration, number of calls, destination of call, where the call is made from (e.g. mobile or fixed line), date and time of call, caller's location, call recipient's location, recipient's telecoms provider).</li> </ul> |
| Categories of Data Subjects | Employees of the Customer (or such other persons authorised by the Customer to make use of the Services) (Customer Staff). Recipients of calls made by Customer Staff and those who contact Customer Staff using the Services.   |
| Nature of processing        | Storing and using the information to fulfil the Contract.  |
| Purposes of processing      | To provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.   |

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19.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19.3 The parties acknowledge that for the purposes of the Data Protection Legislation, Y-our Network Group Ltd is the Controller in limited circumstances, including:

19.3.1 processing traffic data for the purposes of calculating Charges and understanding communication flow through the Network; and

19.3.2 administering and managing our relationship in regard to the Services and the Contract, in which case, Y-our Network Group Ltd shall carry out processing in accordance with its Privacy Policy.

19.4 Subject to clause 19.3, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Y-our Network Group Ltd is the Processor when providing the Customer with Goods and/or Services pursuant to the Contract.

19.5 Without prejudice to the generality of clause 19.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of any Personal Data to and by Y-our Network Group Ltd for the duration and purposes of the Contract, and will transfer to Y-our Network Group Ltd only the Personal Data that Y-our Network Group Ltd requires in order to perform its obligations under the Contract.

19.6 Without prejudice to the generality of clause 19.2, Y-our Network Group Ltd shall, in relation to any Personal Data processed by Y-our Network Group Ltd as Processor in connection with the Contract:

19.6.1 process the Personal Data only in accordance with the Contract or on the documented instructions of the Customer unless Y-our Network Group Ltd is required by Applicable Law to otherwise process that Personal Data. Where Y-our Network Group Ltd is relying on Applicable Law as the basis for processing Personal Data, Y-our Network Group Ltd shall notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Y-our Network Group Ltd from so notifying the Customer. Y-our Network Group Ltd shall inform the Customer if, in the opinion of Y-

our Network Group Ltd, any of its instructions infringes or may infringe Data Protection Legislation;

19.6.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.6.4 assist the Customer, insofar as this is possible (taking into account the nature of processing and the information available to Y-our network Group Ltd), at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.6.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;

19.6.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data. For the purposes of this clause 19.6.6, Personal Data shall be considered deleted where it is put beyond further use by Y-our Network Group Ltd; and

19.6.7 maintain records to demonstrate its compliance with this clause 19 and allow for the Customer or the Customer's designated auditors to review, audit and inspect such records for the purposes of verifying such compliance.

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19.7 The Customer hereby provides its prior, general authorisation for Y-our Network Group Ltd to:

19.7.1 appoint third-party processors of Personal Data (Sub-Processors). Y-our Network Group Ltd shall inform the Customer of any intended changes concerning the addition or replacement of the Sub-Processors. If the Customer objects it shall give written notice to Y-our network Group Ltd within 10 days of notice of any such additional or replacement Sub-Processor, which includes a description of the objection including if the objection is due to an actual or likely breach of Data Protection Legislation. On Y-our Network Group Ltd's receipt of the objection, the parties shall attempt in good faith to resolve the objection. If the parties are unable to resolve the objection within 30 days from the Customer's objection then Y-our Network Group Ltd may either: (i) continue the Contract without appointing the new or replacement Sub-processor; or (ii) terminate the Contract, without liability to the Customer. Y-our Network Group Ltd confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 19. As between the Customer and Y-our Network Group Ltd, Y-our Network Group Ltd shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 19.7; and

19.7.2 transfer Personal Data outside of the UK or EEA as required for the purposes as described in clause 19.5, provided that Y-our Network Group Ltd ensures that all such transfers are effected in accordance with Data Protection Legislation.

19.8 Y-our Network Group Ltd may, at any time on not less than 30 days' notice (pursuant to clause 16.3 or 16.4 as applicable), revise this clause 19 (in whole or in part) or update, amend and/or enhance the data protection provisions of this Contract (in whole or part) to incorporate any applicable controller to processor standard clauses or similar terms in each case adopted under the Data Protection Legislation or forming part of an applicable approved certification scheme under Data Protection Legislation or otherwise to comply with Data Protection Legislation.

#### 20 Anti-bribery

Each party will comply in all respects with the Bribery Act 2010 and other relevant Applicable Law, regulations and sanctions relating to anti-bribery and anti-corruption. Each party will maintain adequate procedures designed to prevent bribery and

appropriate anti-bribery and corruption policies and procedures.

#### 21 General

##### 21.1 Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract immediately by giving Notice to the affected party.

##### 21.2 Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

21.2.1 waive that or any other right or remedy; or

21.2.2 prevent or restrict the further exercise of that or any other right or remedy.

##### 21.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

##### 21.4 Notices

21.3.1 Save where specified otherwise, any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered to the other party personally; or

(b) sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in the Order Form (where sent by Y-our Network Group Ltd); or

(c) sent by email to notices@yournetworkgroup.co.uk (where sent by the Customer) or to the billing email

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address set out in the Order Form (where sent by Y-our Network Group Ltd), or such other address or email address as a party may have specified to the other party in writing in accordance with this clause.

21.4.2 Any notice or other communication shall be deemed to have been duly received if delivered personally when left at such address or, if sent by prepaid post or recorded delivery at 9.00 am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. Notices sent by email will be deemed served one Business Day after transmission.

21.4.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**21.5 Third party rights**

No one other than a party to the Contract shall have any right to enforce any of its terms.

**21.6 Governing law and jurisdiction**

The Contract, 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), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**21.7 Confidentiality**

21.7.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 21.6.2.

21.7.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21.7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.7.3 The provisions of this clause 21.7 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.