



THE PC SUPPORT GROUP STANDARD TERMS
for the Provision of Mobile Network Services and/or Mobile Equipment

2nd Edition January 2023

1.	DEFINITIONS	2.35	
2.	In these Terms, the following expressions shall have the following meanings:		
2.1	"Anti-Bribery Laws" means any and all statutes, statutory instruments, bylaws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including (without limitation) the Bribery Act.	2.36	"Quotation" means any quotation or document that is expressed to incorporate or be subject to these Terms issued by PCSG which sets out (amongst other things) the Client's details, and in further detail the Equipment and/or Mobile Network Services to be supplied under the Contract.
2.2	"Assignee" means an assignee of all or any part of PCSG's rights under a Contract, in accordance with condition 19.7, including without limitation PCSG's rights and title in and to Equipment.	2.37	"Rate of RPI" means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an RPI Increase.
2.3	"Bribery Act" means the Bribery Act 2010.	2.38	"Relevant Laws" means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being.
2.4	"Bar" "Barring" and "Barred" means the act of barring the Client from making or receiving certain services on the Equipment.	2.39	"Roam Like at Home" means making and receiving calls, sending and receiving messages, using data, whilst overseas but within the EEA at the same rates as would have been charged had such usage occurred in the UK for as long as these are still available and applicable.
2.5	"Business Day" means Monday to Friday (inclusive) in any week but excluding English bank holidays or public holidays.	2.40	"RPI Increase" means an increase in the monthly subscription charges pursuant to condition 6.3.
2.6	"Charges" means, in respect of a Contract, the Equipment Charges and/or Service Charges payable by the Client for Equipment and/or Mobile Network Services as set out in the Purchase Order Form or Tariff as applicable, including without limitation any Termination Charge and/or Damage Charges and/or Non-Return Charges.	2.41	"Service Charges" means the charges payable by the Client for Mobile Network Services as described and at the rates specified by PCSG to the Client from time to time, including without limitation any call charge, access charge, connection charge, minimum charge and value added service charge.
2.7	"PCSG" means PC Support Group Limited a company registered in England and Wales with company registration number 02198426 whose registered office is at Seymour Chambers, 92 London Road, Liverpool, Merseyside, L3 5NW and includes its successors and Assignees.	2.42	"Service Operator" means any mobile network operator.
2.8	"Terms Connection" and "Connected" means the connection of the Equipment or SIM Card to the selected tariffs and Systems.	2.43	"Service Specific Terms" means any additional terms and conditions which are to apply to a Contract as specified on the Purchase Order Form or these Terms in respect of specific Services.
2.9	"Contract" means the agreement between the Client and PCSG for the provision of Equipment and/or Mobile Network Services consisting of a duly executed Purchase Order Form incorporating these Terms, any Quotation, PCSG as a Supplier Data Processing Addendum, any Service Specific Terms and/or any Promotional Terms and any other document incorporated by reference into the Contract.	2.44	"SIM Card" means a module which contains Client Information and which, when used with Equipment, enables access to the Mobile Network Services.
2.10	"Contract Year" means a period of twelve months commencing from either (i) the Commencement Date of the relevant Contract; or (ii) any subsequent annual anniversary of the Commencement Date.	2.45	"Small Business Client" means a Client who has been identified on the Purchase Order Form as being a Client who: (i) is not a communications provider; and (ii) has 10 or less workers (whether as employees or volunteers or otherwise).
2.11	"Client" means the person, firm or company specified on the Purchase Order Form and any other person appearing to act within that person's, firm's or company's authority and includes where relevant the Client's permitted assigns.	2.46	"Software" means software provided by PCSG to the Client to enable the Client to use the Mobile Network Services.
2.12	"PCSG as a Supplier Data Processing Addendum" means the data processing addendum, the current version of which is set out at http://pcsupportgroup.com/terms (or at such other URL as is notified to the Client by PCSG from time to time).	2.47	"Subsidiary Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006.
2.13	"Damage Charges" means, in respect of Equipment, the amount (if any) payable by the Client for failing to return the Equipment in Good Working Order and Condition calculated in the manner set out in the relevant Purchase Order Form.	2.48	"System(s)" means the public telecommunications systems that PCSG makes available to the Client.
2.14	"Director" means a director of PCSG authorised to sign any Purchase Order Form.	2.49	"Tariff" means PCSG's tariff for each of the Mobile Network Services which is provided to the Client and/or set out at http://pcsupportgroup.com/terms or at such other web address as is notified to the Client by PCSG from time to time and/or used by PCSG to calculate the Charges.
2.15	"Encumbrance" means an interest in, right or any form of security over property, including, but not limited to (a) any mortgage, pledge, lien or charge; or (b) any other security or preferential interest or arrangement of any kind with any creditor to have its claim satisfied in priority to creditors.	2.50	"Term" means the term of the relevant Contract.
2.16	"End User" means a user of the Equipment and/or Mobile Network Services.	2.51	"Terms" means these terms and Terms as amended by PCSG at their sole exclusive discretion from time to time.
2.17	"Equipment" means the mobile device(s) (if any) and associated equipment detailed in the relevant Purchase Order Form and rented to the Client on the terms of the relevant Contract.	2.52	"Termination Charge" means the total Charges which are still to fall due or which would, but for termination of the Contract, have become due under the relevant Contract plus any costs incurred by PCSG in terminating any funding arrangements entered into by PCSG in connection with the Equipment. "Upgrade" means any supply of a new handset or mobile device.
2.18	"Equipment Charge" means, in respect of any Equipment, the monthly recurring fixed charge specified in the relevant Purchase Order Form and payable by the Client to PCSG (in addition to the Service Charges) for each month (or part thereof) during the Term for the right to use and rent the Equipment.	3.	"User Instructions" has the meaning given to it in condition 8.1.7.
2.19	"General Conditions" means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time.	3.1	CONTRACT FORMATION
2.20	"Good Working Order and Condition" means the condition and components of the Equipment as at the time the Contract was entered into, but subject to fair wear and tear over the Minimum Term and the subsequent element of the Term (if any) as reasonably determined by PCSG.	3.2	The Purchase Order Form and/or Quotation constitutes the Client's offer to PCSG to: (i) purchase the relevant Mobile Network Services; and/or (ii) rent the relevant Equipment (each an "Offer"). PCSG is under no obligation to accept any Purchase Order Form and/or Quotation and may, in its absolute discretion, reject or amend any proposed Purchase Order Form and/or Quotation.
2.21	"Group" means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time.	3.3	Once an Offer is accepted by PCSG (by an authorised representative of PCSG signing the Purchase Order Form and/or Quotation, or by commencing performance of the Services and/or delivering Equipment to the Client), a Contract shall immediately come into effect. The Client's obligation to rent any Equipment and pay the relevant Equipment Charges shall be separate to the Client's obligation to obtain any Mobile Network Services and pay the relevant Service Charges. The Client may not terminate the rental of Equipment under a Contract as a result of any failure by PCSG to provide any Mobile Network Services. The details recorded on the Purchase Order Form and/or Quotation, together with these Terms, any other Service Specific Terms and/or Promotional Terms (together with other document incorporated by reference into the Contract by these Terms) shall be the exclusive terms and conditions of the Contract between the Parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon the credit status of the Client being to the satisfaction of PCSG (in its sole and absolute discretion).
2.22	"Migrate" and "Migration" means the transfer of a mobile number to any alternative service provider on the same network.	3.4	All purchase orders, quotations, estimates and tenders are given and contracts are made by PCSG subject to and only upon these Terms which cannot be varied unless agreed in writing by PCSG and these Terms are the only terms and Terms on which PCSG will supply the Mobile Network Services and / or any Equipment to the Client under a Purchase Order Form and/or Quotation and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Client purports to apply under any purchase order, confirmation, of order or similar document, (whether or not such document is referred to in a Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing. Unless expressly set out in a Contract, all other terms, conditions and warranties which are implied by law are excluded to the fullest extent permitted by law.
2.23	"Minimum Term" has the meaning given to it in condition 3.2.	3.5	In the event of a conflict or inconsistency between any of the documents which constitute the Contract, the following descending order of precedence shall apply:
2.24	"Mobile Bill Cap" means the cap on certain Charges for Mobile Network Services per Connection as applied to the Client from time to time), which are over and above the Client's Tariff, and which has been applied to the Client's account in accordance with condition 5.9.	3.4.1	Any written notice or communication regarding a change in rates, Tariff or pricelist or services issued by PCSG;
2.25	"Mobile Network Service(s)" means the provision of airtime, SMS, MMS and/or data, together with any other services identified in this Contract, by means of the Systems offered by PCSG.	3.4.2	the Quotation
2.26	"Non-Return Charge" means, in respect of Equipment, the amount (if any) payable by the Client for failing to return the Equipment calculated in the manner set out in the relevant Purchase Order Form.	3.4.3	the Purchase Order Form;
2.27	"Normal Working Hours" means 8.30am to 5.30pm on any Business Day. "OFCOM" means the Office of Communications and/or any successor body. Purchase Order Form	3.4.4	any applicable Service Specific Terms;
2.28	"Overseas Data Cap" means the cap on data usage of £36 per month per End User which will be automatically applied to the Client's account.	3.4.5	any applicable Promotional Terms;
2.29	"Parent Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006.	3.4.6	the Terms; and
2.30	"Party" means PCSG or the Client, and "Parties" shall refer to both of them.	3.4.7	any other documents referred to on the Purchase Order Form and/or Quotation or in these Terms.
2.31	"Payment Date" has the meaning given to it in condition 6.6.		
2.32	"Port" and "Porting" means the transfer of a mobile number or Mobile Network Service to any alternative mobile service provider and/or mobile service operator.		
2.33	"Promotional Terms" means any additional terms which are to apply in relation to the Service Charges payable by the Client under the Contract (for any particular Mobile Network Services to be provided thereunder) and which may be specified on the Purchase Order Form and/or notified by PCSG in writing to the Client in relation to the relevant Mobile Network Services, at the time the relevant Purchase Order Form was submitted.		
2.34	"Purchase Order Form" means a Purchase Order Form incorporating these Terms, and to which these Terms are attached, or which is expressed to be subject to these Terms, issued by PCSG which sets out the detail of the order, including (without limitation) the Client's details and the Equipment and/or Mobile Network Services to be supplied under the Contract.		



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- Service Specific Terms make provision for the same, shall not be deemed to give rise to a conflict or inconsistency.
- 3.6 Any illustrations, samples or descriptive material provided by PCSG, including (without limitation) drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as an approximate only unless specifically stated otherwise. Any savings quoted are estimates and illustrative only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of PCSG or its licensors and must not be copied or loaned or transferred by the Client. The Client acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.
- 3.7 The Client shall be responsible for ensuring that the details set out on the Purchase Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Client or any agent or representative of the Client in connection with the supply of any Equipment and/or Mobile Network Services (as the case may be) by PCSG ("Client Information") are accurate and fully describe the Client's requirements and the Client shall be liable for and shall indemnify PCSG in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against PCSG by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any Client Information or other instructions in relation thereto, or where the compliance with any such Client Information or other instructions by PCSG constitutes the infringement of the intellectual property or other rights of another person.
- 3.8 No variation of the terms of a Contract however notified (save with regard to the manuscript details on the Purchase Order Form including, where initialled by both Parties, manuscript amendments to the type face, as such details may be inputted by authorised staff of PCSG) will be accepted by PCSG unless authorised by notice in writing by a Director of PCSG.
- 3.9 Each order for Mobile Network Services and/or Equipment shall (for the purposes of this condition 2.8) be deemed (subject to condition 2.1) a separate Contract (whether or not included on the same Purchase Order Form) to the effect that any delay or failure to supply Mobile Network Services shall not entitle the Client (to the extent that any such entitlement exists) to terminate a Contract for other Mobile Network Services and/or Equipment or any other Contract entered into under these Terms.
- 3.10 Any undertaking by the Client not to do any act or thing shall be deemed to include an undertaking that the Client shall procure that any user (including without limitation any of the Client's End Users, employees, agents or contractors) of the Mobile Network Services and/or Equipment shall not do such act or thing.
- 3.11 The Client warrants and undertakes to PCSG that it is entering into a Contract for the purposes of its trade, business and/or profession and is not acting as a consumer.
- 3.12 In connection with Client's application for Mobile Network Services or Equipment, the Client shall procure that its owners, directors, officers and assigns are made aware of, PCSG, its Assignee(s) and/or its potential Assignees carrying out searches with credit reference agencies relating to the credit worthiness of the Client and/or its owners, directors, officers and assigns and the Client undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency.
- 3.13 Any Contract for or which includes Equipment is, until the delivery of the applicable Equipment, conditional upon the availability of the relevant Equipment and PCSG providing confirmation by email to the Client that the terms stated on the Purchase Order Form of the applicable Contract for Equipment do not contain any errors or omissions.
- 4. TERM**
- 4.1 Each Contract or Connection will commence on and from the date that (i) any Mobile Network Services requested on the Purchase Order Form are available for use by the Client; and/or (ii) any Equipment requested on the Purchase Order Form is delivered to the Client in accordance with these Terms, whichever is the earlier date ("Commencement Date") and shall continue for the duration of the Term in accordance with condition 3.2.
- 4.2 Subject to condition 13 and condition 3.5 below, each Connection shall continue for a minimum term of twenty-four (24) months (or such other period set out in the Purchase Order Form) from the Commencement Date ("Minimum Term"), and shall continue indefinitely thereafter until terminated by either Party; (i) giving not less than thirty (30) days' prior written notice, such notice not to expire sooner than the expiry of the Minimum Term, or (ii) in accordance with condition 3.6.
- 4.3 The provisions of Terms 3.1 and 3.2 are applicable to all mobile numbers and/or handsets and/or mobile devices (including any Equipment) connected to Mobile Network Services provided by PCSG and to any subsequent Connections or Upgrades from the applicable date of the subsequent connection or upgrade.
- 4.4 Any changes to a Client's existing subscription to another Tariff will be subject to availability of mobile numbers and a minimum spend by the Client if specified in the Purchase Order Form. Such changes remain subject to the approval of PCSG, and nothing in this condition 3.4 shall be construed as an obligation for PCSG to change the Client's existing Tariff to another Tariff. For the avoidance of doubt, any change to the Tariff shall be without prejudice to the Client's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.
- 4.5 Subject to condition 3.6, in the event the Client is a Small Business Client and has entered into a SIM Card only Tariff, the Contract shall continue for the Minimum Term, and shall (subject to any other termination right) continue indefinitely thereafter until terminated by either Party giving not less than thirty (30) days' prior written notice, such notice not to expire sooner than the expiry of the Minimum Term.
- 4.6 In the event the Client wishes to Port or Migrate Connections following the Minimum Term, termination shall take effect from the date such Porting or Migration occurs.
- 5. CREDIT ACCOUNT**
- 5.1 A Client account will be opened, and a credit limit (inclusive of VAT) may be applied to the Client and if applied will be notified to the Client and this credit limit should not be exceeded by the Client. PCSG reserves the right to suspend the Client's account and any use of the Mobile Network Services in the event that this credit limit is exceeded at any time (any such suspension shall be without prejudice to the Client's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges). Any increase in the credit limit must be requested in writing and will be subject to approval by PCSG, which may entail further credit checks in accordance with condition 2.11. PCSG does not accept responsibility for the Client exceeding the credit limit due to any reason, including but not limited to billing cycles or delays in the availability of call data. Clients who anticipate exceeding their credit limit should contact PCSG to avoid their Mobile Network Services being suspended.
- 5.2 Credit limits are subject to periodic review at PCSG's discretion. PCSG may require that a deposit be placed with PCSG in cases where the Client incurs monthly charges in excess of the credit limit and the Client authorises PCSG to debit their credit card, where details have been provided, at PCSG's discretion for this excess amount overdue, or for any amount over the credit limit set.
- 6. CONNECTION TO THE SYSTEM AND PROVISION OF THE MOBILE NETWORK**
- SERVICE**
- Subject to these Terms, PCSG will connect and maintain the connection of the Equipment to the System and, subject to the geographical coverage of the System from time to time and any other limiting factors not under PCSG's control, PCSG will use its reasonable endeavours to make the Mobile Network Services available to the Client throughout the term of the relevant Contract.
- PCSG shall be entitled, at its absolute discretion to transfer the Client to another Service Operator, provided that the transfer does not result in the Client incurring any additional costs. Wherever practicable, thirty days (30) days written notice shall be given by PCSG of such changes prior to them being made.
- The Client recognises and acknowledges that the Mobile Network Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Mobile Network Services and/or Systems may fail (including without limitation if there is a power failure or a power cut affecting the whole or part of the Mobile Network Services and/or Systems) or require maintenance without notice.
- Subject always to condition 5.6, the Client hereby elects to waive any rights it may enjoy in respect of any cap on the volume and/or charges which may accrue in respect of its usage of the Mobile Network Services outside the United Kingdom. The Mobile Network Services are provided without a Bar on premium rate and international calls or any other usage (excluding data usage which is subject to condition 5.6) made whilst in the UK and/or overseas unless the Client has specifically requested in writing that PCSG disables these calls and/or usage or PCSG elects to disable such calls and/or usage for its own commercial purposes.
- Subject to condition 5.6, any calls, messages and data received or sent whilst outside of the UK shall be billed to the Client under the Roam Like at Home rules and any calls will be charged in per second increments. Subject to condition 5.6, any calls made or received whilst outside of the EEA may be charged in per second increments at rates set by the overseas network(s), and calls made or received, messages and data received or sent whilst outside of the EEA shall be charged with any additional handling and network charges by such overseas network(s). Premium rate calls can be charged at rates as may be set out in the Tariff for premium rate calls from time to time and such calls are not included in any bundle of inclusive calls which may form part of the Tariff for the Mobile Network Services. The Client shall provide information upon request by PCSG regarding the usage of roaming services, if PCSG believes that such usage is not in line with PCSG's fair usage policy as notified to the Client from time to time.
- PCSG offers a Mobile Services and Barring Limits Request Form and PCSG will endeavour to apply at the Client's request an overseas bar and /or an overall usage cap on the client's SIM on accordance with this form.
- PCSG bears no liability to the Client whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- For the avoidance of doubt, any unavailability of the Mobile Network Services or the transfer of the Client to another Service Operator shall not affect the Client's obligations under the relevant Contract with regards to the Equipment or the Equipment Charges.
- The Client shall refer any dispute it has in writing to PCSG to deal with in accordance with its complaints procedure). Where the Client is a Small Business Client it shall be entitled to refer any dispute to the Ombudsman Services: Communications in accordance with PCSG's complaints procedure. Nothing in this condition 5.10 shall prevent the Client or PCSG from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.
- CHARGES AND PAYMENT**
- Subject to condition 6.2, the Tariff chosen by the Client in respect of the Mobile Network Services on commencement of a Contract will remain the minimum Tariff selected for the Minimum Term and the terms and conditions relating to the selected Tariff shall apply.
- PCSG reserves the right to increase the monthly subscription charges for the Mobile Network Services each year following the Commencement Date by the increase (if any) in the Rate of RPI notified in writing by the PCSG to the Client.
- Without prejudice to condition 6.2 above, PCSG shall have the right at its sole discretion on not less than thirty days (30) days' notice to the Client, change the rates in any Tariff or price list, such change not to become effective during the Minimum Term of the relevant Mobile Network Service unless the change arises due to:
- 7.3.1 a change in the costs to the PCSG due to a requirement or direction of OFCOM or any Laws or statutory requirement; and/or
- 7.3.2 a change in the costs charged to the PCSG by its suppliers.
- Where PCSG provides Equipment to the Client under a Contract, a separate Equipment Charge may be payable to PCSG for each month (or part thereof) during the Minimum Term and any element of the Term thereafter.
- The Client must pay PCSG any Equipment Charge, for the duration of the Minimum Term and any element of the Term thereafter, without any deduction, withholding, set-off, counterclaim or appropriation whatsoever by direct debit (unless agreed otherwise). For the avoidance of doubt, the Equipment Charge is payable to PCSG or its Assignee even if the Equipment cannot be used for any reason whatsoever and regardless of any problems or disputes relating to any Mobile Network Services, the Systems and/or the Service Operator. The Equipment Charge is a separate and independent obligation of the Client which, once paid, is not refundable for any reason save in the case of error.
- The Client shall be invoiced monthly in arrears for any usage based Charges (such as the Service Charges) and monthly in advance for any monthly access or other fixed Charges (including Equipment Charges) and shall pay the Charges by Direct Debit within fourteen (14) days of the date of the invoice (unless otherwise expressly agreed with the Company and set out on the Purchase Order Form) (the "Payment Date"). The acceptance by PCSG of payment by any method other than Direct Debit may incur a monthly administration fee of £3.00 per Connection. All payments must be received within fourteen (14) days of PCSG's invoice date. The Client will pay any agreed initial Charges, the monthly access Charge, the Equipment Charge and any other fixed monthly Charges (each as defined in the applicable Purchase Order Form), on or before the Payment Date in each month.
- The Tariff and/or Equipment Charges that PCSG makes available to the Client are subject to the length of contract chosen by the Client as stated on the Purchase Order Form and the terms applicable to such Tariff and/or Equipment and are based upon the predicted or anticipated revenue over the Client's contract term for Mobile Network Services (including any notice period). In the event that the Client fails to make payment for the Mobile Network Services for (or otherwise breach the Contract during) the Minimum Term, and fails to make payment of any early termination charges (including without limitation, those Charges set out in condition 9.4), PCSG reserves the right to invoice the Client for such predicted or anticipated revenue at full retail price without discount, over the full applicable contract term including notice period and to recover any benefits received and losses incurred. Notwithstanding the foregoing, nothing in this condition 6.8 shall apply to Equipment and/or reduce the amounts payable by the Client in the form of Equipment Charges.
- The Client shall pay all Charges (namely usage in excess of any allowances or bundles that



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	may be comprised in the monthly Charge but without rebate for any unused element of such allowances or bundles, which shall not be carried forward) including without limitation any of the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any handling charges set out in the Tariff. UK calls are billed per second and rounded up to the nearest penny. Charges shall be paid without set-off, counterclaim, deduction or appropriation. In addition, the Service Operators may apply a fixed or minimum call charge, details of which can be found in the tariff terms and Terms on the relevant Service Operator websites.		
7.10	The Client may be required to pay a fee of £20.00 per incident for any cancelled, dishonoured or failed Direct Debits or cheques.		
7.11	If payment of any sum payable to PCSG is not made on or before the due date, PCSG shall be entitled to charge interest thereafter on such sum at either the rate of four per cent per annum above the current base rate of The Royal Bank of Scotland plc from time to time or, if higher, such rate as PCSG would be entitled to claim under the Late Payment of Commercial Debts (Interest) Act 1998 (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the due date until the date of payment whether before or after judgment.	10.1.4	not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Mobile Network Service to be impaired;
7.12	Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges payable pursuant to these Terms.	10.1.5	not to sell or resell or distribute the Mobile Network Services or Equipment;
7.13	The Client will promptly advise PCSG in writing of any change to its address or bank details.	10.1.6	not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity in connection with the Client's use of the Mobile Network Services or Equipment and shall notify PCSG immediately upon becoming aware of any such activity;
7.14	The Client authorises PCSG to charge the Client's debit/credit card, where details have been provided by the Client, with an amount equal to the outstanding balance on the Client's credit account, where the Client has failed to pay PCSG by the Payment Date.	10.1.7	it will carry out such routine day-to-day preventative maintenance measures as may be recommended in the operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");
7.15	The Client authorises PCSG to levy a service Charge of three percent (3%) where PCSG is debiting the Client's credit card account with any outstanding balance.	10.1.8	it will ensure that the environmental Terms for the Equipment are maintained in accordance with the User Instructions.
7.16	Without prejudice to PCSG's other remedies, if the Client's account remains outstanding for any reason after the original Payment Date, PCSG reserves the right to refer the outstanding account to a debt collection agency. If PCSG instructs a debt collection agency to collect payment (including (without limitation) interest and late payment charges) on its behalf the Client must pay PCSG's costs payable to the agency, who will add the sum to the Client's outstanding debt.	10.2	The Client will promptly advise the Service Operator and PCSG, by phone and in writing in the event of loss or theft of the Equipment.
7.17	If any sum owed by the Client to PCSG under the Contract or any other contract with PCSG is not paid by the due date, PCSG may deduct this sum from any payment or credit due to the Client under the Contract or any other contract with PCSG.	10.3	The Client acknowledges that PCSG will accept, and act on behalf of, any instruction received from the Client, and accept and rely on any additional orders placed with PCSG, regardless of authority and/or position, unless levels of authorisation have been pre-advised to and agreed by PCSG in writing.
7.18	Any invoices issued by PCSG in respect of the Charges shall, save in the case of manifest error, be final, conclusive and binding on the Client.	10.4	Porting and Migration requests of mobile numbers made during the Minimum Term do not relieve the Client from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under this Contract. Where PCSG provides Porting and Migration the procedure and costs for such services are set out in Tariff. Information relating to Porting and Migration and associated charges may be included in a Quote as issued to the Client upon demand.
7.19	If the Client intends to dispute any Service Charges on an invoice, the Client must do so in writing to PCSG within fourteen (14) days of the date of the invoice and provide PCSG with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:	10.5	The Client agrees not to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or omission or use of the Mobile Network Services, cause PCSG to contravene, any Relevant Laws or General Conditions.
7.19.1	less than five (5) per cent of the total Service Charges listed on the invoice, the Client will pay the full amount of the Service Charges; or	11.	EQUIPMENT
7.19.2	more than five (5) per cent of the total Service Charges listed on the invoice, the Client must pay the remaining amount of the Service Charges that is not in dispute.	11.1	PCSG will use its reasonable endeavors to deliver the Equipment ordered by the Client in accordance with the relevant Purchase Order Form.
8.	The Client may not dispute the amount of the Equipment Charges, Damage Charges or Termination Charges on any invoice where the charges set out on the invoice are calculated in accordance with the amounts agreed and set out in the Purchase Order Form and/or applicable Tariff.	11.2	Risk in the Equipment shall pass to the Client when the Equipment is delivered to the Client at the address provided to PCSG by the Client.
8.1	Any delay by PCSG in invoicing any Charges shall not prohibit PCSG from raising an invoice at a later date in respect of the same nor shall it relieve the Client of liability to pay for the same.	11.3	The Client acknowledges that at all times during, and for the duration of, a Contract PCSG (or its Assignee) shall be the owner of the Equipment until ownership of the Equipment has passed to the Client, the Client must:
8.2	Where the Client is a Small Business Client, then unless otherwise stated on the Purchase Order Form, in the event of any omission or delay by PCSG in invoicing the Charges for Mobile Network Services in accordance with the Contract ("Delayed Charges") PCSG shall not be prohibited from invoicing the Client (and the Client shall continue to be liable to pay PCSG) for Delayed Charges, provided that such Delayed Charges are invoiced no later than:	11.3.1	hold the Equipment on a fiduciary basis as PCSG's or its Assignee's bailee;
8.2.1	the fourth monthly invoice after the month in which the Delayed Charges were incurred by the Client (where the Client is invoiced monthly for the applicable Charges); or	11.3.2	protect the interests of PCSG in the Equipment and this Contract, and must not do anything inconsistent with those interests, including attempting to sell or dispose, grant any interest or Encumbrance, part possession with, or place any plates, stickers or marks on, the Equipment;
8.2.2	the next invoice after the invoice on which the Client should have been invoiced for the Delayed Charges in accordance with the Contract (where the Client is invoiced quarterly or less frequently than quarterly for the applicable Charges).	11.3.3	keep, and return (in accordance with condition 10), the Equipment in Good Working Order and Condition;
8.3	Unless the Client is a Small Business Client (in which case see condition 6.21), any omission or delay by PCSG in invoicing the Charges for Mobile Network Services shall not prohibit PCSG from raising an invoice at a later date in respect of the same nor shall it relieve the Client of liability to pay the same.	11.3.4	store the Equipment (at no cost to PCSG) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as PCSG's property;
8.4	The Client's obligation to pay any Equipment Charges, any Termination Charges, Non-Return Charges or Damage Charges for Equipment, shall be a separate standalone debt obligation of the Client.	11.3.5	not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
9.	SOFTWARE	11.3.6	insure the Equipment on PCSG's behalf for their full price against all risks to the reasonable satisfaction of PCSG. On request the Client shall produce the policy of insurance to PCSG.
9.1	Where PCSG provides Software to the Client, PCSG will grant the Client a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the relevant Contract (and to extent necessary to use the relevant Mobile Network Services). If required by PCSG, the Client shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Client to be able to use the Software.		In the event of the Equipment being defective, PCSG shall use its reasonable endeavours at its sole option and discretion, for a period of twelve months from the date of delivery of any Equipment, without cost to the Client, return the applicable Equipment to the manufacturer of the Equipment who shall either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of PCSG to be the result of faulty design, materials or manufacture, provided that PCSG shall have no liability for such defects unless the Client notifies PCSG within five (5) Business Days from the date of delivery and within twenty four (24) hours of any latent defect arising within such twelve (12) month period. If PCSG repairs or arranges for the repair of any Equipment outside such twelve month period, the Client shall pay PCSG for any such service at PCSG's then prevailing rates.
9.2	Except as permitted by applicable law or as expressly permitted under the Contract the Client shall not de-compile reverse-engineer or modify the Software or copy the relevant manuals or documentation.	11.5	If the supplier or manufacturer of the Equipment has given PCSG warranties for the Equipment then PCSG shall (so far as it is able to do so, and at the Client's cost) assign the benefit of such warranties to the Client so that, to the full extent permitted by law, the Client can make any claim on the supplier or manufacturer that PCSG could have made.
10.	OBLIGATIONS OF THE CLIENT	11.6	If PCSG repairs or arranges for the replacement and/or repair of any Equipment and/or parts beyond the scope of any warranties, Client shall pay PCSG for any such service at PCSG's then prevailing rates. The replacement Equipment and/or parts will be deemed to become part of the Equipment and the property of PCSG and the Client shall ensure that title to such Equipment is vested in PCSG.
10.1	The Client acknowledges that the System is operated under license and by agreement with the Service Operators and that the provisions of the said licenses and agreements apply to the use of the Mobile Network Service by the Client. The Client hereby undertakes:	11.7	If PCSG repairs, or arranges for the repair of, any Equipment pursuant to Terms 9.4 and/or 9.6, the Client shall ensure that any data stored on the Equipment is appropriately backed-up to another device and thereafter deleted from the Equipment before the Equipment is sent to PCSG or the manufacturer of the Equipment for repair.
10.1.1	not to use or permit the use of the System or any Equipment for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the Equipment manufacturer, or (c) any other purpose as notified by the Service Operators or PCSG from time to time;	11.8	Notwithstanding the foregoing, PCSG shall not be liable for or obligated to defend any claims or damages arising out of or related to:
10.1.2	to comply with any reasonable instructions issued by PCSG relating to the System, the Equipment or the Mobile Network Service and to use only equipment approved by the Service Operators and the British Approvals Board of Telecommunications;	11.8.1	a change, alteration or modification of any Equipment not performed by PCSG or the manufacturer of the Equipment;
10.1.3	not to reverse, or permit anyone else to reverse, the charges on any telephone call;	11.8.2	combination of the Equipment with any other equipment, data, documentation, items or products not supplied by PCSG;
		11.8.3	the use of any Equipment in a manner or for a purpose for which it was not intended;
		11.8.4	failure to use or implement an upgrade or replacement version of any Equipment when such upgrade or replacement version is made available by PCSG or relevant manufacturer;
		11.8.5	the import or export of any Equipment in violation of applicable export control requirements, regulations or laws;
		11.8.6	use or exportation of any Equipment into any countries identified on any US Government embargoed countries list; or
		11.8.7	use of any Equipment in a manner or for a purpose not authorised under the applicable end user license agreement (if any).
			In each of the instances set out in condition 9.8, the Client shall be obligated to indemnify and hold harmless PCSG, its manufacturers and all members of PCSG's Group and their respective officers, directors, employees and agents, in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred by or awarded against PCSG,



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- its manufactures and all members of PCSG's Group, by reason of or arising directly or indirectly out of or in respect of against any claim or liability arising out of such conduct.
- 12. RETURN OF EQUIPMENT**
12.1 Within ten (10) days of the last day of the Term, or any earlier termination, the Client must at its own expense (which includes all transport, insurance and related costs),
- 13. deliver the Equipment to Company or any person nominated by Company in Good Working Order and Condition to a place nominated by Company.**
13.1 If the Equipment is not returned in accordance with condition 10.1, the Client must pay PCSG an amount equal to two days' Equipment Charges for each day during which the Equipment is not returned unless Company otherwise agrees. If the Equipment is not returned within twenty
- 14. (20) days of the last day of the Term then the Client shall pay a Non- Return Charge to PCSG.**
14.1 If the Equipment is returned to Company but not in Good Working Order and Condition, then Client must pay the relevant Damage Charges to PCSG in an amount calculated in accordance with the grading table set out in the Purchase Order Form.
- 15. EQUIPMENT TERMINATION**
15.1 The Client's right to possession of the Equipment shall terminate immediately in the event that PCSG has the right to suspend and/or terminate the relevant Contract.
15.2 If any Mobile Network Service is terminated and/or a Contract is terminated for any reason, the Client must immediately return all of the relevant Equipment pursuant to condition 10.1 and where termination takes place before expiry of the Minimum Term the Client must pay the Termination Charges for the Equipment (together with any Damage Charges or Non-Return Charges which might be payable under Terms 10.2 or 10.3).
15.3 The Client shall, notwithstanding that ownership of any of the Equipment has not passed to the Client, remain liable for all Service Charges incurred during a period of theft, damage or loss of the Equipment until such theft, damage or loss is reported to the Service Operator and PCSG, and will remain liable for any Equipment Charges, Termination Charges, Damage Charges and/or Non-Return Charges depending on whether the Equipment is replaced, or the Contract is terminated.
15.4 The Client grants PCSG, its agents and employees an irrevocable licence at any reasonable time to enter any premises where the Equipment is or may be stored in order to inspect, or, where the Client's right to possession has terminated, to recover the Equipment which is still owned by PCSG.
15.5 Nothing in any Contract shall entitle the Client to sell or enter into a contract to sell goods on behalf of any Service Operator or PCSG. It is recognised by the parties that the Service Operators retain legal title in any SIM Cards supplied. Accordingly, the parties do not intend that the Client be entitled to make any claim against any Service Operator or PCSG for loss of agency rights or loss of goodwill resulting from the termination of this Contract.
15.6 The Client shall be liable for the repair of Equipment connected under a Contract which becomes faulty or damaged and is outside the manufacturer's warranty. All Client obligations under a Contract shall remain in force during any period where Equipment is undergoing repair.
15.7 All SIM Cards supplied to the Client shall be returned to PCSG upon termination of the Contract. Failure to return any SIM Card may incur a Charge of £30.00 for each card.
- 16. LIMITATION OF LIABILITY**
16.1 Unless otherwise stated in these Terms (or any relevant Service Specific Terms) PCSG makes no warranty in respect of the supply of any Equipment and/or Mobile Network Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the supply of the Equipment and/or Mobile Network Services are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Client is a consumer, this shall be without prejudice to its statutory rights.
16.2 Subject to Terms 12.3 and 12.5, in no circumstances shall PCSG's liability to the Client arising under or in connection with a Contract and whether in contract, tort (including without limitation negligence), misrepresentation, breach of statutory duty or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of any of PCSG's obligations under a Contract, in respect of those liabilities in a Contract Year exceed the lower of:
16.2.1 100% of the Charges paid for the Equipment and/or Mobile Network Services (as the case may be) giving rise to those liabilities in the previous Contract Year (which in the case of liabilities arising in the first Contract Year, the relevant limit shall be deemed to be £3,000 (three thousand pounds)), or
16.2.2 £3,000 (three thousand pounds).
16.3 Subject to condition 12.5, under no circumstances shall PCSG be liable in any event under or in connection with a Contract and whether in contract, tort (including (without limitation) negligence), misrepresentation, breach of statutory duty or otherwise for any:
16.3.1 loss of revenue (whether direct, indirect or consequential);
16.3.2 loss of business (whether direct, indirect or consequential);
16.3.3 loss of contracts (whether direct, indirect or consequential);
16.3.4 loss of, damage to or corruption of data or software (whether direct, indirect or consequential);
16.3.5 loss of anticipated savings (whether direct, indirect or consequential);
16.3.6 loss of profits (whether direct, indirect or consequential);
16.3.7 liability of the Client to third parties (whether direct, indirect or consequential); or
16.3.8 indirect, consequential or special losses;
- 17. whether or not PCSG knew or ought to have known that such losses or damages might be incurred.**
17.1 Neither Party shall be liable to the other Party for any breach of any provision of a Contract (whether in breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty or otherwise) caused by any reason outside the reasonable control or responsibility of that Party including, without limitation, in respect of the Mobile Network Services supplied by PCSG, the failure of any Service Operator to provide network services (or any element thereof) to PCSG on which it was reliant for the purposes of the relevant Contract, any Act Of God, endemic, pandemic, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.
17.2 Nothing in these Terms excludes or restricts either Party's liability for:
17.2.1 death or personal injury resulting from that Party's negligence or its employee's negligence (while acting in the course of their employment);
17.2.2 any fraud, fraudulent misrepresentation or fraudulent misstatement;
- 17.2.3 any indemnity given under these Terms; and/or
17.2.4 anything for which the Parties cannot at law limit or exclude their liability.
- The Client agrees that any cause of action that it may have against PCSG and/or any of its Group members (including, its (or their) affiliates, directors, officers, agents, consultants and employees) must commence within one (1) year after the cause of action arose, otherwise, the Client's cause of action is permanently barred.
- 18. TERMINATION AND SUSPENSION OF THE MOBILE NETWORK SERVICES**
Subject to Terms 13.4, 11.2, 11.5 and 11.6 and without prejudice to any specific termination rights set out elsewhere in these Terms, the Client shall not be entitled (once a Purchase Order Form has been accepted by PCSG pursuant to condition 2.2) to change or cancel a Purchase Order Form:
18.1.1 at all in respect of Equipment; or
18.1.2 except for termination in accordance with these Terms relating to the serving of notice to terminate the relevant Mobile Network Services (which shall take effect in accordance with the applicable Terms), unless otherwise agreed in writing with PCSG.
- In the event of any termination by the Client of the Contract or any Connection, the Client shall:
18.2.1 return all Equipment in accordance with condition 10.1;
18.2.2 be liable for any charges which become payable under Terms 10.2 and 10.3;
18.2.3 pay the Termination Charges for the Equipment if the relevant Contract or Connection is terminated before the end of the Minimum Term; and
18.2.4 indemnify PCSG in full against all loss including, but not limited to, all losses incurred by PCSG as a result of the Client terminating the relevant Contract or Connection before the end of the Minimum Term or where the Contract or Connection has continued beyond the Minimum Term before the end of the relevant notice period.
- Without prejudice to any other rights of PCSG under these Terms or otherwise, PCSG shall be entitled at any time and for any reason whatsoever to terminate any and/or all Contracts and/or Connections for Mobile Network Services on the giving of not less than thirty (30) days' written notice to the Client, without further liability to the Client. For the avoidance of doubt, in the event that PCSG terminates a Contract or Connection under this condition 13.3, the Client's liability to pay the Charges for Mobile Network Services shall end on the date of termination of the relevant Contract or Connection and the Client shall not be liable to pay for the Charges for Mobile Network Services applicable for the remainder of any Minimum Term applicable in respect of that Contract or Connection.
- A Contract or Connection may be terminated forthwith by either Party by notice in writing if the other Party materially breaches its obligations under these Terms (including without limitation non-payment of Charges due) or any Service Specific Terms and in the case of breaches which are capable of remedy such Party fails to remedy such breach within fourteen (14) days of written notice by the other Party of what the breach is and requesting that the breach is remedied.
- 19. Notwithstanding anything to the contrary expressed or implied in these Terms, either Party (without prejudice to its own rights) may terminate all Contracts or Connections forthwith in the event that a liquidator (other than for the purpose of solvent amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is (or is proposed to be) appointed in respect of the whole or part of the assets and/or undertaking of the other Party or the other Party enters into (or proposes to enter into) an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant Party's group of companies).**
- The termination or expiry of a Contract or Connection shall be without prejudice to any rights or liabilities which have accrued prior to such expiry or termination. Any provision of a Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the relevant Contract or Connection.
- Any implied right to terminate for convenience that the Client may have under applicable law is hereby expressly excluded.
- Notwithstanding anything to the contrary in this condition 13, PCSG shall be entitled to suspend all or part of the Mobile Network Service (including without limitation any individual Connection) without liability upon the occurrence of any of the following events:
19.3.1 if the Client fails to make payment of the Charges on the Payment Date;
19.3.2 If PCSG is entitled to (but at its sole discretion elects not to) terminate a Contract or Connection pursuant to condition 13.1, 13.4 or 13.5;
19.3.3 if any information given to PCSG by the Client is false or misleading;
19.3.4 if the Client does, or allows to be done, anything which in the Service Operator's or PCSG's reasonable opinion may have the effect of jeopardising the operation of the Mobile Network Service;
19.3.5 if the Client permits the use of the Mobile Network Service or uses the Mobile Network Service for illegal purposes including (without limitation) the use of illegal or unauthorised Gateways (or the Service Operator or PCSG believes the same);
19.3.6 if, in PCSG's or the Service Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Mobile Network Services or unusual calling patterns such as, without limitation, a disproportionate percentage of incoming calls or zero usage per number of ten (10) minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or which cause network congestion;
19.3.7 if PCSG is unable, for whatever reason, to provide the Mobile Network Service or if PCSG is required to terminate this Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Service Operator;
19.3.8 if the Client exceeds the credit limits set in the applicable Purchase Order Form and/or the Tariff.
- Termination, suspension, disconnection or Barring under this condition 13 shall be without prejudice to PCSG's rights accrued up to and beyond the date of termination, suspension, disconnection or Barring.
- In the event of termination of the Mobile Network Service and/or a Contract or Connection by PCSG in accordance with the provisions of this condition 13, in addition to its obligations pertaining to Equipment termination and relevant Charges in condition 11, the Client shall, within fourteen (14) days of receipt of the notice of termination, pay to PCSG all outstanding Charges including (without limitation), where termination is for any of the reasons specified in Terms 13.4 and 13.5, the amount which would have been payable for the remainder of the term of the relevant Contract or Connection.
- Upon termination of a Contract or Connection if the Client made a deposit, PCSG will only return any surplus to the Client after deduction of all unpaid Charges. Any request for repayment must be made in writing.
- After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of a Contract or Connection, the Client shall pay on demand



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	all Charges outstanding at the time of disconnection, suspension or Barring including (without limitation) any reasonable disconnection or Barring fee that PCSG may wish to charge in its sole discretion. Should PCSG elect to disconnect and/or reconnect the Equipment from or to the System, then PCSG having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee for such disconnection or reconnection. Should PCSG elect to bar and/or unbar the Equipment from the System, PCSG may, in its absolute discretion, charge an unbarring fee per SIM Card for such barring or unbarring.	24.2	an unauthorised way. The Client will regularly change its passwords and PINs. PCSG reserves the right (at PCSG's sole discretion):
19.8	Should termination take place part way through a month, no credit will be given for the post termination part of the month's access Charge(s).	24.3	24.2.1 to suspend usernames and password access to the Mobile Network Services if at any time PCSG thinks that there has been or is likely to be a breach of security; and
19.9	The Client will remain liable for all Charges incurred prior to termination regardless of when they are invoiced.	24.4	24.2.2 to ask the Client to (in which case, the Client shall) change any or all of the passwords the Client's uses in connection with the Mobile Network Services.
19.10	Termination, Porting, or Migration of mobile numbers is subject to a charge of £30.00 per number (excluding where the Client wishes to Port or Migrate numbers or less, in which case there shall be no charge for such Porting or Migration).	24.5	The Client will inform PCSG immediately of any subsequent changes to the information the Client supplies to PCSG in connection with the Contract.
19.11	Subject to condition 12, if the Client is unable to use all of the Mobile Network Services for a continuous period of more than three (3) days due to any technical failure (including (without limitation) power cuts, improvement, modification or maintenance of the Mobile Network Service or the Systems) and if the Service Operator offers this to PCSG, on application the Client may receive a credit against their account for their line rental which will represent that part of the line rental for the period of non-availability.	24.6	The Client accepts and acknowledges that the Mobile Network Services are not guaranteed to be secure, and PCSG does not guarantee the prevention or detection of any unauthorised attempts to access the Mobile Network Services.
20.	CALL MONITORING	24.7	The Client acknowledges that PCSG has no control of a Client's equipment configuration, voice mail security or other feature services enabled.
20.1	The Client agrees that PCSG may monitor and record calls made to or by PCSG by or to the Client (and/or any of their employees or personnel), for training purposes, to improve the quality of its Client services and to assist with complaint handling. The Client undertakes to make its employees and personnel aware of the rights reserved by PCSG under this condition.	25.	PCSG shall not be responsible for Charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment or Mobile Network Services by the Client, its End Users or any third parties (who are not employees of PCSG) and the Client agrees to pay all additional charges related to such fraudulent and/or unauthorised use. The Client is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.
21.	CONFIDENTIALITY AND DATA PROTECTION	25.1	Any assistance given by PCSG in relation to fraudulent and/or unauthorised use by the Client or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by PCSG for any loss sustained by the Client via fraudulent and/or unauthorised means that are beyond PCSG's reasonable control (save for any fraud and/or authorised use by an employee of PCSG acting in that capacity).
21.1	PCSG and the Client will keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law. The Client and PCSG will not, without the consent of the other, disclose such information to any person other than:	25.2	GENERAL
21.1.1	their employees, contractors or professional advisers who shall require the information in order for the Client or PCSG to fulfil its obligations under the Contract; or	25.3	Subject to any deemed acceptance by the Client under these Terms, no forbearance or indulgence shown or granted by PCSG to the Client whether in respect of these Terms and/or any Service Specific Terms or otherwise shall in any way affect or prejudice the rights of PCSG against the Client or be regarded as a waiver of any of these Terms and/or any Service Specific Terms.
21.1.2	in the case of the Client, its users to the extent that they are required to use or access the Mobile Network Service.	25.4	Each Contract (including in relation to non-contractual matters) shall be governed by and construed in all respects in accordance with English law and the Client hereby submits for all purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).
21.2	Information shall not be treated as confidential if it is:	25.5	Each Contract is made for the benefit of the Parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third Party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
21.2.1	lawfully in the public domain; or	25.6	Any notice, invoice or other document which may be given by either Party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or email or fax number, given on the Purchase Order Form (or such other address, email or fax number or person as the relevant Party may notify to the other Party) and shall be delivered personally, sent by email, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax or email at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this condition 19.4 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
21.2.2	lawfully in the possession of the Client or PCSG before disclosure from the other has taken place; or	25.7	Any director or representative of the Client who signs on behalf of the Client will be deemed an authorised signatory and thereby PCSG shall be entitled to rely on such signatory as binding the Client to the obligations set out in these Terms and any relevant Service Specific Terms in all respects.
21.2.3	obtained from a third person who is entitled to disclose it; or	25.8	The Client shall not, without the prior written consent of PCSG, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under a Contract. PCSG may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract (including without limitation any Equipment) without the consent of the Client however, the Client shall, if PCSG requires, execute such deeds and/or documents as may be necessary or required by PCSG to give effect to any such dealing in such rights and/or obligations.
21.2.4	replicated independently by someone without access or knowledge of the information.	25.9	Unless specifically provided otherwise, rights arising under a Contract are cumulative and do not exclude rights provided by law.
21.3	If the Client receives a request under the Freedom of Information Act 2000 which encompasses any information provided to the Client by PCSG in connection with the Contract the Client will notify PCSG immediately of the request and give PCSG ten (10) Business Days to make representations before releasing the requested information (save to extent otherwise required by law).	26.	The Client shall not, without the prior written consent of PCSG, at any time from the date of the Contract to the expiry of six months after the termination or expiry of a Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from PCSG, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Client for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of PCSG in the provision of the Mobile Network Services to the Client. Any consent given by PCSG in accordance with this condition 19.9 shall be subject to the Client paying
21.4	Both PCSG and the Client agree to comply with the PCGS as a Supplier Data Processing Addendum and that such agreement is incorporated into this Contract. For the purposes of interpreting the PCGS as a Supplier Data Processing Addendum, "PCGS" shall mean PCSG and the "Principal Agreement" shall mean this Contract.	26.1	to PCSG a sum equivalent to twenty per cent of the then current annual remuneration of PCSG's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Client to that employee or sub-contractor.
22.	CHANGES TO THE TERMS, SERVICE SPECIFIC TERMS AND CONTRACT	26.2	The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of PCSG in connection with the Mobile Network Services.
22.1	PCSG may change the Terms and/or any Service Specific Terms at any time and will publish any change in line with condition 16.2.	26.3	The Client consents to the disclosure to any radio or telecommunications operating company of its name, address and details of the Mobile Network Service and Equipment provided to it pursuant to this Contract.
22.2	PCSG will publish any changes to the Terms and/or any Service Specific Terms online at http://pcsupportgroup.com/terms (or at such other web address as is notified to the Client by PCSG from time to time) as well as in invoices provided to the Client stating that the PCGS as a Supplier Data Processing Addendum, Terms and/or any Service Specific Terms have changed and providing a link to the new PCGS as a Supplier Data Processing Addendum, Terms and/or any Service Specific Terms:	26.4	If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
22.2.1	at least thirty (30) days before the change is to take effect for changes that may be of material detriment to the Client; and	26.5	If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the Parties.
22.2.2	at least one (1) day before the change is to take effect for all other changes.	26.6	Save where the context otherwise requires, in these Terms a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).
22.3	If the Client wishes to object to any proposed change which is of material detriment to the Client, the Client must notify PCSG in writing by email (addressed to Client Services, to info@pcsupportgroup.com within thirty (30) days of publication of the proposed change, otherwise the Client will be deemed to have accepted the proposed change. For the avoidance of doubt, the service by PCSG of any notice in accordance with condition 16.2.1 shall not constitute either acceptance of or an admission by PCSG that any proposed change is of material detriment to the Client, nor shall the service of notice by the Client under this condition 16.3 constitute or be deemed to constitute evidence that the relevant change is of material detriment to the Client. The Client may terminate the affected part of the Contract by providing thirty (30) days written notice to PCSG where the proposed change causes the Client material detriment which cannot be addressed by PCSG to the Client's reasonable satisfaction subject to such written notice being received by PCSG within thirty (30) days of the publication of the proposed change.	26.7	Except with the prior written consent of the other Party, neither Party shall:
22.4	PCSG may, if requested by the Client, provide additional services to be included within the Mobile Network Services under such additional terms and Terms as may be notified by PCSG from time to time.	26.8	26.6.1 make any public statement about the Equipment and/or Mobile Network Services or otherwise publicise the Contract or any information relating to it; or
23.	ANTI-BRIBERY	26.9	26.6.2 use any trademarks or identifying logos owned or licensed to any member of the other Party in any manner.
23.1	The Client shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall:		
23.1.1	comply with all applicable Anti-Bribery Laws and not cause PCSG to breach any Anti-Bribery Laws;		
23.1.2	not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act.		
24.	FRAUD AND SECURITY		
24.1	The Client must ensure that usernames, passwords and/or PINs used by it and/or its personnel and/or users in connection with the Equipment and/or Mobile Network Services are kept confidential and are only used by authorised users. The Client will inform PCSG immediately if the Client knows or suspects (or ought reasonably to know or suspect) that a username, password or PIN has been disclosed to an unauthorised user or is being used in		



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- 26.7 Nothing in a Contract is to be construed as establishing or implying any partnership or joint venture between the Parties, or as appointing any Party as the agent or employee of any other Party. No Party shall hold out any other Party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no Party may incur any expenses or negotiate on behalf of any other Party or commit any other Party in any way to any person without that other Party's prior written consent.
- 26.8 Each Party shall do and execute or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other Party to implement and give full effect to the terms of a Contract.
- 26.9 A Contract constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Save in respect of fraud or fraudulent misrepresentation, each of the Parties acknowledge that in entering into this Contract it has not relied on any oral or written representation, warranty or other assurance (except as provided for and referred to in this Contract) and, subject at all times to condition 12.5.2, waives all rights and remedies which might otherwise be available to it in respect thereof.
- 26.10 A Contract may be entered into in any number of counterparts and by the Parties on separate counterparts, all of which taken together shall constitute one and the same instrument.
- 26.11 The validity, construction and performance of this Contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit