

NETWORK LINE RENTAL AGREEMENT

1. In these Conditions, the following definitions apply:
1.2 **BT Equipment:** equipment owned or provided by BT.
Call: a signal, message or communication that is sent, spoken or visual.
Commentation Date: the date specified in the Line Rental Agreement or such other date as agreed between the Supplier and the Customer.
Contract: the contract between the Supplier and the Customer for the supply of line rental services in accordance with these Conditions and the Line Rental Agreement.
Customer: the person or company cited in the Line Rental Agreement for whom the Supplier has agreed to provide the Service.
Customer Equipment: equipment that is not part of BT's network and which the Customer uses or plans to use with the Service.
Intellectual Property: all rights in and to any patents, trademarks, service marks, trade names, trade dress, business and domain names, rights in goodwill or to use for passing off, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Line Rental Agreement: The Network Services Line Rental Agreement entered into by the Customer.
Minimum Term: the minimum duration of the Service as specified in the Network Line Rental Agreement.
Premises: the place at which the Supplier agrees to provide the Service;
Previously Paid Termination Charges: means any early termination charges paid by the Supplier on behalf of the Customer to the Customer's previous line rental provider at any time before or after the Commentation Date.
Quotation: the quotation submitted to the Customer by the Supplier for the supply of the Service(s).
Service: the facility to make or receive a Call (or both) and any related services listed in the Line Rental Agreement (but excluding telephones and any other equipment) and which may include a broadband access line that will provide internet connectivity as further outlined in the Line Rental Agreement.
Service Failure: the continuous total loss of the facility to make or receive a Call or of any related Service provided to the Customer under the Conditions.
Supplier: NIX Communications Group Ltd, trading as NIX Communications Group, a Limited Company incorporated and registered in England and Wales with company number 7905883 whose registered office is at Winchester Hill Business Park, Winchester Hill, Romsey, Hampshire, SO51 7UT.

1.3 **Supplier's Website:** www.nixgroup.co.uk
Toll Fraud: any interference or access to the Customer's PBX phone system or the Customer's telephone lines and/or the making of calls by any third party utilising the Customer's telephone system. The term of the Contract shall automatically extend for 24 months (Extended Term) if not limited to: (i) calls made from the Customer's PBX without their knowledge; (ii) calls made utilising the Customer's authentication details; and (iii) calls made from an authenticated IP address.
1.4 References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time. Headings do not affect interpretation and are provided for convenience only.

2.1 **BASIS OF CONTRACT**
2.2 The Contract shall come into full force and effect from the date the Line Rental Agreement is signed by the authorised representatives of the Customer and received by the Supplier and subject to condition 2.2 below, shall continue, unless terminated earlier in accordance with the provisions of these Conditions until the end of the Minimum Term. The term of the Contract shall automatically extend for 24 months (Extended Term) at the end of the Minimum Term and at the end of each Extended Term, unless either party gives written notice to the other, no later than 90 days before the end of the Minimum Term or the relevant Extended Term, to terminate the Contract at the end of the Minimum Term or the relevant Extended Term.
2.3 In the event the Customer has ten or less employees condition 2.1 shall not apply. Instead the Contract shall continue, unless terminated earlier in accordance with the provisions of these Conditions, until either party gives 90 days written notice to the other party to terminate the Contract expiring on or after the end of the Minimum Term.
2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or presentation made or given by or on behalf of the Supplier which is not set out in the Contract.
2.5 Any samples or drawings of the Service or any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
2.6 These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.1 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
3.2 **SUPPLY OF THE SERVICE**
3.3 The Supplier shall supply the Service to the Customer from the Commentation Date. The Supplier may at its discretion vary until a survey of the Premises has been conducted by BT before agreeing the Commentation Date with the Customer.
3.4 From time to time it is possible that BT may need to change the codes or the numbers given to the Customer or otherwise interrupt the Service for operational reasons. BT will restore the interrupted Service as quickly as possible. Should this occur all charges hereunder remain payable. The Customer accepts that BT may from time to time provide instructions regarding the Service and agrees to follow any such instructions.
3.5 The Supplier reserves the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
3.6 The Service includes a telephone number. This number will be put in the appropriate BT Phone Books, together with the Customer's details, and made available from BT's Directory Enquiries Service unless the Customer requests otherwise.
3.7 BT may agree a special entry in the BT Phone Books at an additional charge.
3.8 All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers.

4.1 **CUSTOMER OBLIGATIONS**
4.2 The Customer agrees and undertakes:
a) to co-operate with the Supplier in all matters relating to the Service and provide the Supplier with assistance from the Customer's employees where reasonably required;
b) to prepare its Premises according to any instructions issued by the Supplier or BT, and to provide BT with reasonable access to the Premises;
c) to provide at its own cost and expense a suitable location and appropriate conditions for BT Equipment including, where necessary, a continuous mains electricity supply and connection points;
d) to use the Service in accordance with such conditions as may be notified to it in writing by the Supplier from time to time;
e) not to contravene the Telecommunications Act 1984 or any relevant regulations or licences;
f) not to use the Service for a purpose other than that for which it is provided;
g) not to use the Service or permit the Service to be used for the transmission of any material which is intended to be defamatory, offensive, abusive or menacing in character;
h) not to use the Service or permit the Service to be used in any way which would constitute a violation or an infringement of the rights of any other party;
i) to maintain its telecommunications apparatus at all times in good working order in conformation with the relevant standards;
j) to supply the Supplier with all such information as it may request from time to time;
k) that following completion of any work carried out by BT, the Customer is responsible for returning all items back to their original position and for any re-decorating which may be required as a result of the work;
l) obtain and maintain all necessary licences, permissions, consents, registrations and approvals which may be required before the Commentation Date;
m) comply with the Supplier's and BT's reasonable safety and security requirements;
n) to procure that the Service is not used fraudulently in a way which is a criminal offence or to make offensive, indecent, menacing, nuisance or hoax Calls and in this respect the Customer shall, without limitation, (i) secure implementation and management of their systems including any hardware not provided by the Supplier such as Firewalls or PBX, (ii) maintain security and confidentiality of authentication details for online service portals and other systems, (iii) mitigate exposure to any suspected or known security breach by resetting passwords, securing their accounts are disabled and reporting the incident to the Supplier; and (iv) report the incident to the Police;
o) to be solely liable for any costs arising as a result of Toll Fraud; and
p) in the event the Contract includes broadband services, obtain and install at its own cost such equipment as the Supplier advises is required for the provision of the broadband services.

4.3 The Customer acknowledges that the Service known as fraud monitor is not a fraud prevention system and does not prevent unauthorised access to the Customer's equipment. It is the sole responsibility of the Customer to setup and maintain their own security independently of the Supplier and therefore the Supplier accepts no liability whatsoever for any costs incurred as a result of a breach of security. The Supplier reserves the right to invoice the Customer for any fraudulent activity made.
4.4 Should the Supplier or BT be required to cross liability relating to any party other than the Customer or to put BT Equipment on any property which does not belong to the Customer (for example a neighbour or a landlord), the Customer will obtain the prior written permission of such party. The Customer shall indemnify and keep indemnified the Supplier completely and in full against all costs and losses (including loss of liabilities, damages, claims, charges, damage to property, call costs, negligence by BT or others and expenses) incurred by the Supplier as a result of or in connection with:
a) any breach of the Customer's obligations under the Contract;
b) the death of any of the Supplier's employees caused by the negligence or willful misconduct of the Customer;
c) Toll Fraud or other fraudulent activity;
d) investigations into Toll Fraud or other fraudulent activity;
e) any claims made by third parties because the Service is faulty or cannot be used by them where the Service is used for business purposes.
The Customer shall reimburse the Supplier on written demand for any such costs and losses sustained by the Supplier pursuant to this condition 4. The Supplier recommends the Customer obtains professional security advice with regard to PBX, trunking or other equipment or resource.
4.5 The Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default);
a) the Supplier shall not limit its other rights or remedies here the right to suspend performance of the Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition 4; and
c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. **CUSTOMER EQUIPMENT**
5.1 Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must obtain BT's prior permission. Any Customer Equipment must be technically compatible with the Service and not harm BT's network or another customer's Equipment and connected and used in line with any relevant instructions, standards or laws.
6. **PRICE AND PAYMENT**
6.1 The price of the Service shall be the price specified in the Quotation (or as otherwise agreed) ("Rental Charges").
6.2 Some call tariffs may be subject to a transaction or minute or secondly call charge.
6.3 The Supplier shall invoice the Customer monthly in advance. The Supplier may at its discretion submit invoices to the Customer via email. The Customer may also view its invoices on line on the Supplier's Website.
6.4 If the Customer orders a temporary Service, the Supplier may invoice the Customer for the Rental Charge in advance of the temporary Service for the whole period.
6.5 The Customer shall pay each invoice submitted by the Supplier by direct debit by the due date detailed on the invoice. Time for payment shall be (i) the date of the Contract.
6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of added value tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier, in addition to amounts in respect of VAT as are chargeable on the supply of the Service at the same time as payment is due for the supply of the Service.
6.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier has the right to charge the Customer interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
6.8 The Supplier reserves the right to charge an administration fee if the Customer has cancelled its Direct Debit instruction or has insufficient funds in its bank account on the Direct Debit due date, without informing the Supplier in advance.
6.9 The Customer agrees that any dispute relating to an invoice (including the calculation of any amounts payable) must be notified to the Supplier within six months of the date of the invoice and the Customer shall not be entitled to any credit or refund relating to disputes raised after the expiry of this period.

7. **INTELLECTUAL PROPERTY RIGHTS**
7.1 All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by the Supplier. The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier the license such rights to the Customer.
8. **DATA PROTECTION**
8.1 The following definitions are used in this clause 8:
Applicable Law means (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or which is applicable to a transaction or contract or in respect of; (ii) the common law and laws of equity as applicable to the parties (or either of them) from time to time; (iii) any binding court order, judgment or decree as applicable to the parties (or either of them) from time to time; or (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over that party or any of its assets, resources or business.
Customer Personal Data means any Personal Data which the Supplier receives pursuant to the performance of the Service;
Data Protection Legislation means all applicable data protection legislation including from 25 May 2018 onwards Regulation (EU) 2016/679 (the General Data Protection Regulation) and any subsequent laws, regulations and/or subordinate legislation in force in the United Kingdom or the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of Personal Data (all as amended, updated or re-enacted from time to time); and
Personal Data, Data Subject, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation.
8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. Subject to clause 8.3, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor in respect of Customer Personal Data. Clause 8.7 sets out the nature and purpose of processing by the Supplier; the duration of the processing and the types of Personal Data and categories of Data Subject.
8.3 Without prejudice to the generality of clause 8.2, the Customer will ensure that it has all necessary and appropriate consents and notices in place to establish transfer of the Customer Personal Data to the Supplier for the duration and purposes of the Service.
8.4 Without prejudice to the generality of clause 8.2, the Supplier shall, in relation to any Customer Personal Data processed by it in connection with the performance by the Supplier of its obligations under the Contract:
8.4.1 process that Customer Personal Data only on the instructions of the Customer unless the Supplier is required by Applicable Law to process Customer Personal Data otherwise than in accordance with the Customer's written instructions. Where the Supplier is relying on Applicable Law as the basis for processing Customer Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Law and shall advise the Customer of the reasons why the Supplier is obliged to process the Customer Personal Data; and
8.4.2 immediately inform the Customer if the Supplier becomes aware of a written instruction given by the Customer under clause 0 that, in the Supplier's opinion, infringes Data Protection Legislation and the Supplier shall be entitled to suspend the Service (or as at the Supplier's discretion just the part of the Service which is impacted by the infringement) until such time as the parties have agreed appropriate amended instructions which are not infringing.
8.4.3 ensure that it has in place appropriate technical and organisational measures:
a) to protect against unauthorised processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer 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 Customer Personal Data, ensuring confidentiality, integrity, availability and access to the systems and services, ensuring that availability of and access to Customer 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); and
b) in so far as possible and taking into account the nature of the processing, to assist the Customer in the fulfilment of the Customer's obligations to respond to any request from a Data Subject relating to Customer Personal Data;
8.4.4 ensure that all personnel who process Customer Personal Data are obliged to keep the Customer Personal Data confidential except where disclosure is required by law;
8.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with its necessary authorities;
8.4.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Applicable Law to store the Customer Personal Data; and
8.4.7 maintain and on request provide to the Customer information to demonstrate its compliance with this clause 8 and allow for audits by the Customer or the Customer's designated auditor subject to the Customer, giving the Supplier reasonable prior notice of such information requests or audits; keeping all information obtained or generated there strictly confidential (save for disclosure required by Applicable Law); and ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Supplier's business.
The Customer consents to the Supplier appointing the following as third-party processors of Customer Personal Data under the Contract:

Name or categories of sub-processor	What sub-processing they do
Nix Network Services LLP	All Customer information required for the provision and delivery of the Service.
EasyNet, PlusNet, Timico, Nine, Daisy, Gamma, TalkTalk, BT, Voicelife & Voicelife	All Customer information required for the provision of lines and/or broadband services as part of the Service.
Spice Union Street	Secure storage of Customer Rental data for invoicing and payment.

8.6 The Supplier confirms that it has entered or (as the case may be) will enter into with each third party processor a written agreement incorporating terms which are substantially similar to those set out in this clause 8.4. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8. This clause sets out the nature and purpose of processing by the Supplier; the duration of the processing by the Supplier; the types of Personal Data and the categories of Data Subject;
8.7 Purpose of processing: The purpose of the supply by the Supplier of the Service to the Customer in accordance with the Contract.
8.7.2 Nature of processing: Use of data in order to contact and liaise with the Customer and for the supply of the Service.
8.7.3 Duration of processing: The term of the Contract.
8.7.4 Types of Personal Data: Full names, email addresses, emails and contact telephone numbers of the Customer and/or employees of the Customer.
8.7.5 Categories of Data Subject: Data in relation to the Customer and/or employees of the Customer.
8.8 The Supplier records and monitors all calls received and made by it and will be the Data Controller in respect of any Personal Data collected as a result. Please see the Supplier's privacy notice at <https://www.nixcommunications.co.uk/privacy-policy/> for details of how the Supplier will use Personal Data collected from such calls.

9. **INSOLVENCY OF CUSTOMER AND SUSPENSION**
9.1 In the event of insolvency of the Customer or if, in the Supplier's opinion, the Supplier may terminate the Contract by giving 14 days written notice to the Customer if:
a) the Customer suspends 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) 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 doing so, 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;
b) a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
c) the Customer is the subject of a bankruptcy order;
d) a creditor or encumbrance of the Customer 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;
e) an order is made for the appointment of an administrator of a notice of intention to appoint an administrator is given or an administrator is appointed over the Customer;
f) a floating charge holder over the assets of the Customer has appointed an administrative receiver;
g) a receiver is appointed over the assets of the Customer;
h) the Customer fails to pay any amount due under this Contract on the Due Date;
i) the Customer commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach of the Contract;
9.2 Without limiting its other rights or remedies:
a) the Supplier may terminate the Contract for convenience without liability as if by time by giving 30 days written notice to the Customer;
b) the Supplier shall have the right to suspend provision of the Service under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in condition 9.1 or the Supplier reasonably believes that the Customer is about to become subject to any of them.
9.3 If the Service is suspended:
a) the Supplier will tell the Customer what needs to be done before it can be re-instated. It is at the Supplier's sole discretion to reconnect the Service;
b) the Customer may still make emergency Calls;
c) the Customer will continue to pay Rental Charges whilst the Contract continues.
9.4 The Supplier may at its complete discretion elect to reconnect a Service which has been terminated. In such case a reconnection charge of £120 per line per month and the Customer's own connection charges will apply.

10. **TERMINATION BY THE CUSTOMER PRIOR TO EXPIRY OF MINIMUM TERM AND TERMINATION FEE**
10.1 Notwithstanding condition 2.1 and 2.2, the Customer may terminate the Contract upon 90 days written notice to the Supplier prior to the expiry of the Minimum Term subject to payment by the Customer of an early termination fee equal to the remaining Rental Charges that would fall due from the date of termination until the expiry of the Minimum Term.
10.2 In the event the Contract is terminated prior to the expiry of the Minimum Term due to any act or omission of the Customer, the Customer shall on demand reimburse the Supplier for its obligations under clause 10.1, reimburse to the Supplier the previously Paid Termination Charges.
11. **CONSEQUENCES OF TERMINATION**
11.1 On termination of the Contract for any reason:
a) the Supplier shall have no liability whatsoever if any sum owing to the Supplier or the Supplier's assignees has not been paid;
b) the Supplier shall be entitled to recover from the Customer any amount due to the Supplier which is payable by the Customer immediately on receipt;
c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or 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
d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
11.2 In the event the Supplier terminates the Contract in accordance with condition 9.1, the Customer shall be liable to pay an early termination fee calculated in accordance with the provisions of condition 10.1.
12. **LIMITS OF LIABILITY**
12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of goods and Services Act 1982 (title and quiet possession).
12.2 Subject to condition 12.1:
a) the Supplier shall under no circumstances whatever be liable to the Customer, under the Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
b) the Supplier shall have no liability whatsoever if any sum owing to the Customer by the Customer to the Supplier has not been paid;
c) the Supplier shall, as stated in condition 4.2, have no liability for any breach of the Customer's security; and
d) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in circumstances exceed an amount equal to the Rental Charges paid by the Customer to the Supplier in the three-month period immediately preceding the matter giving rise to the liability in question.
The terms implied by sections 3 to 5 of the Supply of goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
12.3 The Supplier's employees or agents are not authorised to make any representations concerning the Service unless confirmed by the Supplier in writing.
13. **MANAGING THE SERVICE**
13.1 The Supplier does not warrant or guarantee that the Service will be free of faults or interruptions.
13.2 The Customer shall promptly report all Service Failures to the Supplier. Without prejudice to condition 13.1, the Supplier shall:
a) use reasonable endeavours to repair or procure the BT repair a Service Failure by midnight on the first weekday (not including public and bank holidays) after the day the Service Failure is reported to the Supplier;
b) to keep any appointment BT makes with the Customer under the Contract.
13.3 The Supplier's obligation under condition 13.2 does not apply in circumstances where:
a) the Service Failure is caused by any party other than BT;
b) BT is rejected access to the Premises by the Customer; or
c) BT reasonably asks for other help and the Customer does not provide it; or
d) the Customer is in breach of the Contract.
13.4 In the event it is not possible to repair a Service Failure by the time period referred to in 13.2(a), the Customer may elect to use call diversion (as described in condition 14 below). This service will only be made available to the Customer if it is reasonably practicable to do so, and the Customer acknowledges that technical restrictions may prevent the Supplier/BT from providing this service.
13.5 In the event that the Service fails to operate and the Customer makes use of another service provider, the Supplier will not be liable for that service provider's charges or fees.
13.6 The Customer may be charged for any maintenance or repair work carried out in the event that the Customer reports a Service Failure and the Supplier finds that no Service Failure exists, or that the Customer has caused the Service Failure.
13.7 To the extent that repairs are required outside of the timeframes referred to in condition 13.2(a) and are agreed to be provided by the Supplier or BT as appropriate, the Customer shall pay any additional charges incurred as a result.

14. **CALL DIVERSION**
14.1 Where call diversion is provided by the Supplier, BT will divert the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's choice. Once the Service Failure has been remedied, the Supplier will cancel the Customer's call diversion.
14.2 The number chosen by the Customer for the call diversion service must be a UK number and is subject to the prior approval of BT. Freephone telephone numbers such as 0800 and 0970 will not be accepted. In the event that the call diversion telephone number selected by the Customer is a mobile telephone number then all additional costs for making the Call will be payable by the caller.
15. **GENERAL**
15.1 The Supplier shall not be liable or deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform the Service or any of the Supplier's obligations under the Contract if the delay or failure was due to a Force Majeure Event. A Force Majeure Event means any event beyond the Supplier's reasonable control including (without limitation) flood, fire, war or threat of war, sabotage, civil disturbance, governmental action, default of suppliers or providers to the Supplier or any legal or regulatory restrictions. In such circumstances the Supplier will endeavour to provide the Customer with a call diversion service.
15.2 If any dispute arises in connection with the Contract then the parties will attempt to settle it. If the parties are unable to reach an agreement then the Customer may refer the dispute to an recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Supplier's website (www.nixgroup.co.uk).
15.3 The Supplier reserves the right to change any term of the Contract (including the Rental Charges) at any time. This includes the ability to separately charge for services which may be currently included in the Service as free. The Supplier will publish details on line on the Supplier's Website at least 2 weeks before the change is to take effect and will give the Customer reasonable notice of any variation before it takes place.
15.4 The parties agree that the terms of the Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
15.5 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
15.6 Any notice shall be in writing and, unless otherwise specified in the relevant paragraph, be addressed to the addressee at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. Any notice of termination of the Contract served by the Customer must be marked for the attention of the Managing Director of the Supplier and sent by recorded delivery.
15.7 No delay or failure by the Supplier in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision, nor shall any waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier of any breach of the Contract shall be effective unless in writing.
15.8 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
15.9 The Supplier and the Customer agree that any rights arising under the Contract are subject to applicable law.
15.10 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.
15.11 The Contract and any other act or omission 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.