



Standard Terms & Conditions

Digital IP – Unified Communications Specialists

City Park
368 Alexandra Parade
Glasgow
G31 3AU

T: 0141 551 1000
F: 0141 551 1001
E: info@digital-ip.com
W: www.digital-ip.com



These terms and conditions apply to the sale, licence, maintenance and services (as applicable) by DIP of any telecoms hardware or software, computer hardware or software, line rental and call charges or other similar or associated products or services. The General Terms apply to all sales and contracts of DIP and the remaining terms apply depending upon the service to be provided by DIP. The terms are set out as follows:-

- 1 Sale of Goods**
- 2 Supply of Services**
- 3 Maintenance/Support Services**
- 4 Network Services**
- 5 General Terms**

Definitions

In these terms and conditions, unless the context otherwise requires, the following words have the following meanings:-

Business Days	a day (other than a Saturday, Sunday or public holiday) when banks in Glasgow are open for business.
Call	Communication received by DIP from the Customer reporting a defect or malfunction in the Equipment
Call Charges	charges for calls billed on a monthly basis as specified in the Tariff Sheet for the usage of the Network by the Customer
Charges	the sums payable by the Customer to DIP for Equipment and the Maintenance and Support Services or other Services as set out in the Scope of Service
Confidential Information	any trade secrets or confidential or proprietary information of either party, including these Terms, but excluding any information: <ol style="list-style-type: none"> (a) in the public domain otherwise than by a breach of the Contract (b) which, prior to disclosure was already known by the recipient (c) that the other party develops independently of or to any information that is disclosed to it under the provisions of the Contract or, (d) which is subsequently disclosed to the recipient by a third party at liberty to disclose it.
Connection Charge	the connection charge payable by the Customer to DIP on connection to the Network as specified in the Tariff Sheet
Contract	the contract between the Customer and DIP for the sale of Goods and/or supply of Services in accordance with these Terms
Customer	the person who accepts DIP's written quotation for the sale of Goods and/or supply of Services or whose written order in respect thereof is accepted by DIP
DIP	Digital IP Ltd (2868515) or such other Group Company as may be notified to the Customer from time to time
Equipment	all or part of the network, hardware, software and third party software as specified or identified in the Scope of Service
Exchange Line	exchange line services provided by DIP for connection to the Network via PSTN, ISDN2, ISDN30 or SIP
Force Majeure Event	any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
Goods	the computer hardware, software and related Equipment which DIP is to supply in accordance with these Terms
Group Company	any company which for the time being is the holding company of DIP or a subsidiary undertaking of DIP or of any such holding company (as defined in sections 1159 and 1162 of the Companies Act 2006)
Initial Term	the fixed period for which relevant services are to be provided as specified in the Scope of Service
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, 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.
Installation Address	the address specified in the Scope of Service at which the Equipment is located or such other address as may be agreed in writing by DIP
Liability	any liability arising by reason of any representation (unless fraudulent) or any breach of any implied warranty, conditions or other term or any duty at common law, or under any statute or under any express term of the Contract
Loss	In relation to the Customer means loss of profit (or any loss) damages, costs or other compensation and any legal or other expenses awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer, howsoever arising and whether by reason of negligence of DIP, its employees, its agents or otherwise
Maintenance	the maintenance to be provided by DIP in accordance with the Scope of Service
Monthly Minimum Spend	the monthly minimum spend commitment (if any) as outlined in the Tariff Sheet constituting the minimum amount the Customer agrees to pay to DIP each month for the use of the Network Service regardless of the Customer's actual use of the Network Service.
Monthly Rental Charges	the monthly rental charges payable by the Customer as set out in the Tariff Sheet
Network	the network of choice of DIP for provision of the Network Service;
Network Service	any network service provided to the Customer for the supply of line rental, data services or calls as described in the Tariff Sheet
Order	the Customer's order for the Goods or Services as set out in the Customer's purchase order form
Normal Working Hours	0830 to 1700 Monday to Friday but excluding bank or statutory holidays
Operating Platform	the complete configuration of hardware, ancillaries/accessories and operating system for an item of Equipment
Scope of Service	the schedule signed by the Customer setting out details of the Equipment, response times and other information in respect of the Contract
Services	the services supplied by DIP to the Customer as set out in the Scope of Service
Scheduled Service Hours	the hours during which DIP shall provide the Maintenance and Support Services as outlined in the Scope of Service.
Support Services	the support services be provided by DIP in accordance with the Scope of Service
System Audit	an inspection of the Equipment or part thereof but does not include repair or replacement
Third Party Software	Software developed and licensed by a third party for which DIP have agreed to provide support as detailed in the Scope of Service
Tariff Sheet	the schedule of charges applicable to the provision of any services to be supplied by DIP as provided to the Customer from time to time;
Terms	the terms and conditions set out in this document as amended from time to time in accordance with Clause 1.1 of Part 5.

Part 1 - Sale of Goods

The following terms and conditions in this Part 1 apply to the sale of Goods by DIP

- 1. Formation of Contract**
 - 1.1 DIP will sell and the Customer will buy the Goods in accordance with DIP's written quotation (if accepted by the Customer) or the Customer's written order (if accepted by DIP) subject in either case to these Terms. No order submitted by the Customer is deemed to be accepted by DIP unless DIP confirm this in writing.
- 2. Accuracy of Order**
 - 2.1 The Customer is responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer.
- 3. Software**
 - 3.1 All software, whether supplied, installed or implemented is provided within the terms and conditions and licence of the software provider.
 - 3.2 If the software comprised in the Goods is not owned by DIP then the Customer will be required to enter into an end-user licence agreement with the owner of the software concerned.
 - 3.3 If any software has to any extent been written or developed by DIP then subject to clause 3.2 above, DIP hereby grants a non-exclusive, non-transferable licence for the use of such software by the Customer for the duration of this Contract and all copies of such software are the property of DIP and notwithstanding clause 5.1 no title or ownership thereof will be transferred to the Customer.
- 4. Delivery**
 - 4.1 Delivery of the Goods will be deemed to have taken place when DIP has delivered the Goods to the place agreed in writing, with the Customer.
 - 4.2 Any dates and times quoted for delivery are estimates only and unless otherwise agreed in writing, delivery times are not of the essence of the contract. DIP will not be liable for any loss or damage (howsoever arising) to the Customer should DIP be unable to deliver the Goods within the quoted period as a result of a Force Majeure Event or the failure by the Customer to provide DIP with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.3 If DIP fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. DIP shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide DIP with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
 - 4.4 DIP is entitled to make partial deliveries by instalments and these Terms will apply to each partial delivery.
 - 4.5 If the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by DIP to deliver any one or more instalments in accordance with these Terms will not entitle the Customer to treat the Contract as a whole as terminated.
 - 4.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of DIP notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or DIP's failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which DIP notified the Customer that the Goods were ready; and
 - (b) DIP shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
 - 4.7 If 10 Business Days after DIP notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, DIP may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 5. Transfer of Property and Risk**
 - 5.1 Risk in respect of the Goods passes to the Customer at the time of delivery but the title in the Goods will not pass to the Customer until DIP has received payment in full of the price of the Goods and all other goods agreed to be sold or services to be provided by DIP to the Customer for which payment is then due.
 - 5.2 Until title in the Goods has passed to the Customer, DIP will be entitled at any time to require the Customer to deliver up the Goods to DIP and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
 - 5.3 Until title in the Goods has passed to the Customer, the Customer will hold the Goods as DIP's fiduciary agent will not dispose of the Goods and will keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as DIP's property.
 - 5.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Clause 12.1 of Part 5, or DIP reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been re-sold (and without limiting any other right or remedy DIP may have) DIP may at any time require the Customer to deliver up the Goods, and, if the Customer fails to do so promptly, enter into any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6. Installation**
 - 6.1 Where DIP's written quotation for the sale of the Goods or the Customer's written order for the Goods (if accepted by DIP) specifies installation of the Goods or DIP otherwise undertakes any such installation then the Customer will complete all necessary works that may be required to receive the installation of the Goods including all necessary IT infrastructure and suitable electrical supply. If DIP is prevented or delayed from carrying out the installation through no fault of DIP then DIP is entitled to charge the Customer at DIP's then current prices for any additional works carried out by or on behalf of DIP to enable it to complete the installation

and/or for compensation for any losses or costs incurred by DIP by reason of such delay.

- 7. Warranty**
 - 7.1 The Goods supplied hereunder are warranted to be free from material defects in materials and workmanship for a period of 90 days from the date of delivery by DIP. The Customer must within the said period of 90 days notify DIP in writing of any such defects and permit DIP to inspect the Goods as required by DIP (and, if required by DIP, to return the Goods to DIP's place of business at the Customer's cost). If the Customer does not so notify then the Customer will not be entitled to reject the Goods and DIP will have no liability for such defect.
 - 7.2 The above warranty only applies where the Goods have been properly used in accordance with the relevant manufacturer's specifications and any instructions by DIP and does not apply where:
 - (a) the Goods have been repaired or modified by anybody other than DIP;
 - (b) the Customer alters or repairs the Goods without the written consent of DIP;
 - (c) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.
 - 7.3 If a valid claim is notified under clause 7.2 above then DIP may at its discretion repair or replace the Goods free of charge or refund the price of the Goods (or a proportionate part) in which case DIP will have no further liability to the Customer.
 - 7.4 Except as set out in this Clause 7, DIP shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 7.1.

Part 2 – Supply of Services

- 1. Formation of Contract**

DIP will supply and the Customer shall purchase the Services in accordance with DIP's written quotation (if accepted by the Customer) or the Customer's written order (if accepted by DIP) subject in either case to these Terms. No order submitted by the Customer is deemed to be accepted by DIP unless DIP confirms this in writing.
- 2. Supply of Services**
 - 2.1 DIP shall supply the Services to the Customer in accordance with the Scope of Service in all material respects.
 - 2.2 DIP shall use all reasonable endeavours to meet any performance dates specified in the Scope of Service, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
 - 2.3 DIP warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3. Customer's obligations**
 - 3.1 The Customer shall:
 - (a) ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
 - (b) co-operate with DIP in all matters relating to the Services;
 - (c) provide DIP, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by DIP;
 - (d) provide DIP with such information and materials as DIP may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) prepare the Customer's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (g) keep and maintain all materials, equipment, documents and other property of DIP ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to DIP, and not dispose of or use the Supplier Materials other than in accordance with the DIP's written instructions or authorisation.

Part 3 - Provision of Maintenance/Support Services

- 1. Formation of Contract**

DIP will supply and the Customer will purchase the Maintenance and Support Services in accordance with DIP's written quotation (if accepted by the Customer) or the Customer's written order (if accepted by DIP) subject in either case to these Terms. No order submitted by the Customer is deemed to be accepted by DIP unless DIP confirm this in writing.
- 2. DIP Responsibilities**
 - 2.1 DIP will, subject to these Terms, provide Maintenance and/or Support Services in accordance with the terms of the Scope of Service.
 - 2.2 DIP will use its reasonable endeavours to respond to a valid Call within the response time set out in the Scope of Service. Time shall not be of the essence for the performance of the Maintenance and/or Support Services.
 - 2.3 DIP will use its reasonable endeavours to rectify defects or malfunctions in the Equipment on the telephone or by use of remote access where provided by the Customer.
 - 2.4 If a defect or malfunction in the Equipment cannot be resolved on the telephone or by remote access, DIP will use its reasonable endeavours to visit the Installation Address within the response times set out in the Scope of Service.
 - 2.5 When carrying out work in accordance with these Terms, DIP will use its reasonable endeavours to return the Equipment to service and, subject to these Terms, reinstate the Customer's applications.
 - 2.6 DIP may at its discretion provide a permanent replacement part for the Equipment, either new or refurbished, and on exchange that part becomes the property of the Customer, and the faulty part replaced becomes the property of DIP.

- 2.7 DIP may repair the Equipment away from the Installation Address when it considers it necessary to do so.
- 2.8 DIP may at its discretion, lend the Customer temporary replacement equipment (as compatible as may be available) while repairs are carried out. Equipment loaned to the Customer remains DIP's property and will be returned to DIP on demand. The Customer is entirely responsible for such equipment and will indemnify DIP in respect of any loss or damage to that equipment.
- 2.9 DIP may make use of new releases, patches and updates of Third Party Software to rectify known problems where this is permitted under the applicable software licence agreement.
- 2.10 Where DIP is required to carry out or does carry out work that is subsequently found to be outside Maintenance or Support Services as provided for in Scope of Service, DIP will be entitled to charge for that work at DIP's then current rates.
- 3. Term**
- 3.1 Maintenance and Support Services will commence on the date set out in the Scope of Service and, subject to these Terms, continue unless and until either party serves on the other at least 42 days prior written notice of termination, by recorded delivery, and to expire on the date of expiry of the Initial Term or any anniversary thereafter.
- 4. Period of Availability**
- 4.1 DIP will only provide Maintenance and Support Services during the Scheduled Service Hours. If the Customer requests DIP to carry out any Maintenance or Support Services outside the Scheduled Service Hours then, DIP will use its reasonable endeavours to comply with this request but will charge the Customer for such services at DIP's then current rates.
- 4.2 The time taken by DIP to respond to a Call will only be measured during the Scheduled Service Hours.
- 5. Customer Responsibilities**
- 5.1 The Customer will keep the Equipment in the environmental conditions recommended by the Equipment manufacturer and ensure that the external surfaces, cables and fittings of the Equipment are kept clean and in good condition.
- 5.2 The Customer will ensure that the Equipment is used only by properly trained staff in accordance with the manufacturer's user instructions, current computing practice and instructions issued by DIP from time to time.
- 5.3 The Customer will ensure that only personnel authorised by DIP adjust, modify, configure, maintain, repair, replace or remove any part of the Equipment.
- 5.4 The Customer will maintain adequate records of the use, maintenance and malfunction of the Equipment and will provide DIP with such information and assistance concerning the Equipment, its application, use, location and environment as DIP may reasonably require to enable it to carry out the Maintenance or Support Services.
- 5.5 The Customer will immediately notify DIP if there is any failure of the Equipment and will allow DIP full and free access to the Equipment and all documentation, software, materials and services necessary for the provision of the Maintenance or Support Services.
- 5.6 The Customer will ensure that relevant trained and experienced staff are available when required by DIP to provide information required by DIP to diagnose and/or repair the Equipment.
- 5.7 Where DIP provides remote diagnostic services in respect of the Equipment, the Customer will put and keep in place a remote access link to the Equipment which is acceptable to DIP.
- 5.8 The Customer must tell DIP in writing immediately that the Equipment or any part of it is changed.
- 5.9 The Customer will notify DIP of any change in the location of any part of the Equipment. Whilst any Equipment is being moved, all DIP's obligations to provide the Maintenance or Support Services will be suspended. The Maintenance or Support Services will be reinstated following re-installation of the Equipment provided that the Equipment has not been damaged or affected during the move.
- 5.10 Unless specifically included in the Scope of Service, the Customer is responsible for the cost of any Third Party Software upgrades which DIP advise are required.
- 5.11 It is the Customer's sole responsibility, in a manner acceptable to DIP, to operate and verify a proper back up routine, maintaining all back up copies in a secure environment such that they can and will be provided to DIP when required.
- 5.12 The Customer undertakes to put and keep in place adequate security measures to protect the Equipment and any other software or data from viruses, harmful code or unauthorised access.
- 5.13 The Customer is solely responsible for any connection charges, line rental charges and call charges in relation to any Equipment.
- 5.14 The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required before the Maintenance and Support Services are to start.
- 6. System Audit**
- 6.1 DIP will, as often as DIP thinks necessary and (save in the event of an emergency) upon reasonable notice carry out a System Audit within DIP's Normal Working Hours to confirm that, in DIP's opinion, the Equipment is in reasonable operating condition.
- 7. Service Exclusions**
- 7.1 The Maintenance or Support Services do not extend to:
- 7.1.1 any Equipment not specified or included in the Scope of Service including any part of the Equipment which is in any way changed from that included in the Scope of Service;
- 7.1.2 any Equipment which was, in DIP's reasonable opinion, operating in an unstable or unsuitable manner prior to the commencement of the Maintenance or Support Services;
- 7.1.3 any work arising as a result of any breach by the Customer of any of its obligations under these Terms;
- 7.1.4 any work arising from any incident, wilful act or any error or omission in the operation of the Equipment or any other cause (except for wear and tear) which is not due to the neglect or default of DIP;
- 7.1.5 any failure or defect caused by hardware or software not covered by these Terms;
- 7.1.6 failures or defects due to manufacture or design defects over which DIP has no control;
- 7.1.7 refurbishment or repair of casings or outer surfaces;
- 7.1.8 any work to accessories, alterations, attachments or any other equipment that is external to the Equipment and not identified within the Scope of Service;
- 7.1.9 reinstatement of customised versions of the standard desktop operating system;
- 7.1.10 reinstatement of the Customer's software and data not identified within the Scope of Service;
- 7.1.11 any consultancy, training or software or hardware DIP may provide not identified within the Scope of Service;
- 7.1.12 integration of the Equipment or any part thereof with other systems;
- 7.1.13 cleansing of viruses and spyware, or resolving the consequences of security breaches and incompatibilities in hardware and/or software.
- 7.1.14 upgrading the Operating Platform to be able to operate the Customer's selected software applications;
- 7.1.15 consumable supplies or accessories such as magnetic media, batteries, print heads, toner cartridges, ink, paper, and any other items identified as consumable by the Equipment manufacturer, unless listed in the Scope of Service;
- 7.1.16 any Equipment in respect of which a notice has been served by DIP under clauses 8 or 9;
- 7.1.17 any work arising by reason of any maintenance or repair work carried out in respect of the Equipment by a third party not previously approved in writing by DIP;
- 7.1.18 in respect of any personal digital assistants or other mobile solutions comprised within the Equipment anything other than support of the Third Party Software to enable synchronisation to such server of the Customer as is specified in the Scope of Service.
- 7.1.19 including but not limited to any act of god, refusal of licence government, fire, explosion, lightning damage, accident, electromagnetic interference, industrial dispute or any other Force Majeure Event..
- 7.1.20 any electrical, cabling or other external work unless installed by DIP, equipment covered in the Scope of Service, or moving and reinstallation
- 7.1.21 any batteries or UPS systems
- 8. Beyond Reasonable Repair**
- 8.1 DIP will give the Customer written notice if, in its reasonable opinion, the Equipment (or any part of it) is identified as "end of life", becomes beyond reasonable repair or spare parts become not readily available, or if faults and/or its condition are such that overhaul or replacement is necessary at which point any obligations of DIP to provide the Maintenance or Support Services in respect of such Equipment will be suspended. If the Customer declines to have the Equipment overhauled or replaced at its expense within 30 days of such notification, DIP may on written notice exclude such Equipment from this Contract and refund to the Customer by way of credit note a fair proportion of any Charges which have been paid by the Customer in respect of such Equipment from the end of the notice period and will remove any loaned equipment relating to the said Equipment from the end of the notice period.
- 8.2 The provisions of clause 8.1 will apply equally in respect of any software included within the Equipment which, in the reasonable opinion of DIP, is no longer economically viable to maintain or requires upgrading or updating.
- 9. Pre Inspection**
- 9.1 Prior to commencement of the Maintenance or Support Services, DIP may during Normal Working Hours inspect the Equipment, or any part of it, at the Installation Address to confirm that it is, in DIP's reasonable opinion, in full working order in accordance with the manufacturer's requirements. If work is required to put the Equipment in such full working order DIP will notify the Customer accordingly. If the Customer declines to have such work carried out at its expense within 30 days of such notification, DIP may on written notice exclude such equipment from Maintenance or Support Services and will refund to the Customer by way of credit note a fair proportion of any Charges which have been paid by the Customer in respect of such equipment from the end of the notice period.

Part 4 – Network Services

1. Connection

- 1.1 The Network Services will commence on the date set out in the Scope of Service and subject to these Terms shall continue unless and until either party serves on the other at least 30 days prior written notice of termination, by recorded delivery, and to expire on the date of expiry of the Initial Term or any anniversary thereafter.
- 1.2 If the Customer does not serve notice of termination in accordance with clause 1.1 above prior to the expiry of the Initial Term, the Contract will automatically continue for a further 12-month period.
- 1.3 DIP cannot guarantee a ready for service date and the Customer will not hold DIP liable for any failure to provide the Network Service by any estimated date of connection. Time shall not be of the essence for the performance of the Network Service.
- 1.4 DIP will use reasonable endeavours to provide the Customer with the quality and coverage of Network Service that is generally provided
- 1.5 The Customer understands that no Network Service can be fault free at all times and maybe affected by issues outwith DIP's control
- 1.6 The Network Service may have to be suspended temporarily for operational reasons or in the event of an emergency or for Customer security if repairs to/and maintenance of the Network Service is required. DIP will endeavour to give the Customer notice of any such suspension and will refund to the Customer, on a pro-rata basis such proportion of the Monthly Rental Charges that have already been paid

- in respect of any period during which the Network Service has been suspended for this reason.
- 1.7 It is the Customer's responsibility to ensure that all information provided to DIP is accurate and not misleading. Failure to do so may result in refusal to connect.
 - 1.8 If DIP have to alter the Network Service as a result of regulatory or technical changes, the Customer will be responsible for any changes needed to the Equipment.
 - 1.9 DIP may replace their Equipment or alter any telephone number or any other code or number allocated by them in connection with the Network Service.
 - 1.10 The Customer shall provide DIP free of charge with all information, assistance or facilities which they may reasonably require to enable them to supply the Network Service and fulfil their obligations under the Scope of Service
 - 1.11 In order that DIP can provide the Network Service the Customer must prepare their premises in accordance with DIP's instructions and must provide a mains electricity supply. All such preparation work and any reinstatement work at the Customer's premises after DIP have completed any work that is required to provide the Network Service will be the Customer's responsibility and cost.
 - 1.12 Prior to providing the Customer with the Network Service DIP may have to obtain the consent or approval of a third party. The Customer will have to obtain any consent referred to in clause 3.2. DIP's ability to provide the Customer with the Network Service will be dependent upon all such consents and approvals being properly in place.
 - 1.13 Should DIP have to re-programme the Equipment before it can provide Network Service and connect to the Network such work will be carried out at the Customer's cost. DIP may charge for all costs incurred in this respect to the Customer.
 - 1.14 DIP will install any necessary connection points, Exchange Lines and other ancillary equipment in order to connect the Equipment to the Network.
 - 1.15 New line numbers cannot be guaranteed until installed and working
 - 1.16 The Customer is liable for any penalty or cancellation charges imposed by their previous provider on moving to DIP services
 - 1.17 If Customer fails to comply with any of their obligations under this Clause 1 ("Customer Default") then DIP shall have the right to suspend performance of the Network Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays DIP's performance of any of its obligations. In addition:
 - (a) DIP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from DIP's failure or delay to perform any of its obligations; and
 - (b) the Customer shall reimburse DIP on written demand for any costs or losses sustained or incurred by DIP arising directly or indirectly from the Customer Default.
- 2. Use of the Network Service**
- 2.1 The Network Service must not be used for:-
 - 2.1.1 sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory, menacing or for any malicious purpose;
 - 2.1.2 Fraudulent, or any illegal or unlawful purpose;
 - 2.1.3 harassing, annoying, inconveniencing or causing needless anxiety to any person and the Customer must not encourage, request or permit anyone else to use the Network Service in this way.
 - 2.2 The Customer must use the Network Service in accordance with:
 - 2.2.1 All reasonable instructions DIP may give the Customer from time to time;
 - 2.2.2 any relevant laws, code of practice or regulation;
 - 2.2.3 Any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of a telecommunications system.
 - 2.3 The Customer shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by DIP in connection with the Network Service.
 - 2.4 For the avoidance of doubt property and ownership of DIP Equipment shall not pass to the Customer at any time.
 - 2.5 The Customer shall ensure that all of their Equipment used in connection with the Network Service is in good working order and conforms to the relevant standard or approval for the time being designated under any relevant legislation and is suitable for connection to the Network.
 - 2.6 DIP do not have to connect or keep connected any of the Customer's Equipment which is likely to impair the quality of the Network Service
 - 2.7 The Customer shall not move, modify, relocate or otherwise interfere with any of DIP's Equipment which is installed on the Customer premises and shall not allow DIP's Equipment to be repaired, serviced or maintained by anyone other than DIP authorised representative.
 - 2.8 The Customer agrees to take reasonable care of DIP's Equipment and agrees to be responsible for any loss or damage occurring to DIP's Equipment after installation at the Customer's premises. The Customer is advised to take out appropriate insurance.
 - 2.9 The Customer will not sell, assign, mortgage, charge, underlet or part with possession of DIP's Equipment or any interest they may have in it and will not permit any one else to do so.
 - 2.10 The Customer's Equipment may only be connected to the Network if DIP gives prior written consent and by means of a connection point provided by DIP. The Customer shall not connect any Equipment to the Network directly or indirectly, nor permit any other person to do so.
 - 2.11 The Customer may request the relocation of any connection point within their premises or the installation of additional Exchange Lines at their premises with DIP's consent which DIP may give or withhold in their absolute discretion. The Customer shall pay DIP any relevant additional Charges and any other costs or expenses incurred at DIP's usual rates in force from time to time.
- 2.12 The Customer agrees to indemnify DIP against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages (including damage to or loss or theft of DIP's Equipment) claims, demands or legal costs (on a full indemnity basis) and judgements which may be suffered or incurred, or in any way connected with any use of the Network Service in breach of these Terms or in connection with the misuse of the Equipment.
- 2.13 When the Customer notifies DIP of a fault in the Network Service DIP will endeavour to make arrangements to correct that fault.
- 2.14 DIP will carry out work by appointment during Normal Working Hours. If the Customer wants DIP to carry out work outside these hours they will be responsible for any charges in accordance with DIP usual rates in force from time to time.
- 2.15 DIP may charge the Customer for any costs incurred in carrying out any maintenance or repair work which DIP consider unnecessary or where DIP do not find any fault in the Network Service.
- 2.16 The Customer acknowledges that DIP may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Network Service or other telecommunications services and the Customer consents to DIP co-operating with any other telecommunications operators for this reason. Where this is reasonably necessary, the Customer agrees that DP can divulge their name, address and account information to such third parties.
- 3. Access to Premises**
- 3.1 The Customer agrees to give DIP unrestricted access to their premises in order that DIP can connect the Customer to the Network or for the purposes of inspecting, maintaining or removing DIP's Equipment or otherwise as necessary to fulfil their obligations under these Terms.
 - 3.2 The Customer will be responsible for obtaining any necessary consent to allow DIP access to Premises.
 - 3.3 DIP will endeavour to give at least 7 days notice if needed to gain access to the Customer's premises but there may be circumstances where reasonable notice cannot be given (for example in the event of an emergency).
 - 3.4 DIP cannot be held responsible for any failure to comply with their obligations under these Terms resulting from their inability to gain access to the Customer's premises.
- 4. The Charges**
- 4.1 The Customer will pay to DIP, in addition to any other charges due under these Terms:
 - 4.1.1 The Connection Charge(s);
 - 4.1.2 The Monthly Rental Charges; and
 - 4.1.3 Call Charges.
 - 4.2 If the amount of Call Charges in any month is below the agreed Minimum Monthly Spend, the Customer will pay DIP, in addition to the Call Charges, an amount equal to the difference between the Minimum Monthly Spend where applicable and the Call Charges for that month.
 - 4.3 DIP may change any charges (except for fixed charges) at any time without notice to the Customer. Details of Charges are shown on the Tariff Sheets which are available from DIP upon request.
- 5. Billing**
- 5.1 DIP will send a bill each month. The Customer agrees to pay DIP all Charges and Call charges due within 14 days of the date of invoice, by direct debit or by an alternative method agreed by DIP. Time shall be of the essence in respect of payment of Charges and Call Charges due.
 - 5.2 Call Charges will be calculated separately in respect of each Exchange Line under this Agreement. The Customer will receive one bill from DIP each month for all Exchange Lines held.
 - 5.3 If the Customer is disconnected for non-payment, they will pay the prevailing disconnection charge (excluding VAT) for each reconnection.
 - 5.4 Each time the Customer payment is late, cancelled or dishonoured without a valid reason, DIP will charge the prevailing charge (excluding VAT) for administration costs. The Customer agrees to be responsible for all reasonable costs and expenses incurred by DIP and by DIP's debt collection agents and solicitors in attempting to obtain payment.
 - 5.5 Failure to pay any Charges or Call Charges by the due date without valid reason may result in a charge of interest at the rate of 4% above Royal Bank of Scotland PLC base rate from the due date until the date payment is received.
 - 5.6 DIP will charge the prevailing rate (excluding VAT) each month per Exchange Line each time the Customer pays the Charges and Call Charges other than by direct debit.
 - 5.7 If the Customer wants to challenge a billed item, this must be done within 1 month of the date of the bill.
 - 5.8 The Customer agrees to tell DIP of any change in name, address or bank details. The bill will be sent to the address specified.
- 6. Non Payment**
- 6.1 Failure to pay any Charges or Call Charges by the due date may result in temporary suspension of the Network Service without warning. DIP will restore full Network Service when all Charges and Call Charges including any additional charge for non payment are paid.
 - 6.2 On failure to pay for one month or more, DIP may completely disconnect the Customer from the Network. Re-connection will be at DIP's discretion and will only be considered when the Customer has paid all Charges and Call Charges including the re-connection charge.

Part 5 - General Provisions

1. General

- 1.1 These Terms may only be amended, or varied with DIP's agreement in writing. The parties agree that these Terms will prevail notwithstanding any conflicting or additional terms or any orders or other notifications submitted by the Customer
- 1.2 Words of a technical nature used in these Terms will (unless inconsistent with the context) be construed in accordance with general trade use in the computer industry in the United Kingdom.
- 1.3 Headings in these Terms are for convenience only and have no effect on the interpretation.
- 1.4 Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under these Terms or otherwise nor will any single or partial exercise thereof preclude any further or subsequent exercise.
- 1.5 Order conditions may be subject to a final site survey.
- 1.6 These Terms apply to the Contract 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.

2. Specification

- 2.1 The description of any Goods contained in any invoice, order form, descriptive matter, specifications, catalogue or advertising material published or issued by DIP is for identification only and the use of such description will not constitute a sale by description. Any typographical or other error or omission in any such literature or any other document issued or provided by DIP may be corrected by DIP without any liability on the part of DIP.
 - 2.2 DIP reserves the right to supply Goods which differ from the specifications agreed between the parties and/or to modify any specifications in respect of the Maintenance or Support Services or other Services (including any changes necessary to comply with any applicable laws or safety requirement) provided that this does not materially affect the performance of the Goods or the nature or quality of the Maintenance or Support Services or other Services.
- ### 3. Prices and charges
- 3.1 Unless otherwise stated in writing, quotations are valid for 30 days from the date of issue and are exclusive of VAT and any other relevant taxes which are payable by the Customer in addition.
 - 3.2 The Charges for the Services shall be on a time and materials basis. The Charges shall be calculated in accordance with the DIP's standard daily fee rates, as set out in the Scope of Service. DIP's standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;
 - 3.3 The Charges quoted in the Scope of Service for Maintenance or Support Services are for the Initial Term only. The annual Charges payable for any subsequent 12 month period (excluding any additional payments due under these Terms) will be as notified by DIP to the Customer in writing at least 30 days before the commencement of such period.
 - 3.4 All waiting time spent by any employees or agents of DIP (which includes any time which had been allocated to a Customer by DIP and which is not utilised by such Customer for any of the reasons set out in this clause) as a result of any delay, variation or failure by the Customer to comply with these Terms (which for these purposes includes any delays or postponements by the Customer of any installation dates specified by DIP, of dates of scheduled service visits or otherwise) will be payable by the Customer to DIP at DIP's then applicable hourly rate.
 - 3.5 DIP reserves the right to vary the price of Goods or Services by any reasonable amount attributable to any changes in the cost to DIP of purchasing the Goods or any materials incorporated in them or procuring necessary services, or to fluctuations in currency exchange rates between the date of the contract and date of delivery of the goods or supply of the Services.
 - 3.6 DIP reserves the right to increase its Charges, provided that such Charges cannot be increased more than once in any 12 month period. DIP will give the Customer written notice of any such increase one month before the proposed date of increase and if such increase is not acceptable to the Customer, it shall notify DIP in writing within 14 days of the date of DIP's notice and DIP shall have the right without limiting its other rights and remedies to terminate the Contract by giving one week's written notice to the Customer.

4. Payment

- 4.1 In respect of the Maintenance or Support Services for the Initial Term the Customer will pay the Charges to DIP on the date(s) set out in the Scope of Service and thereafter annually in advance within 14 days after the date of DIP's invoice.
- 4.2 In respect of the sale of all other Goods and Services:
 - 4.2.1 Payment will be made by the Customer on the date(s) agreed in writing between the Customer and DIP at the point of order for the Goods or the requirement for Services in accordance with these Terms or as agreed within the Scope of Service.
 - 4.2.2 Invoices for Goods will ordinarily be issued on delivery of the Goods. If the Goods are specific to the Customer or if the Customer fails to take delivery when required DIP may invoice the Customer at any time after the Goods become available.
 - 4.2.3 DIP may require the Customer prior to delivery to pay a 40% deposit to secure any order or part thereof.
 - 4.2.4 Any quantity discount given by DIP at the point of order may be removed if the order quantity is subsequently reduced.
- 4.3 If no payment date(s) has been agreed in writing in accordance with clauses 4.1 or 4.2.1 above then payment by the Customer will be made within 14 days after the date of DIP's invoice. Time for payment of the invoice shall be of the essence of the Contract.
- 4.4 If any payments from the Customer under these Terms are payable by instalments, the Customer will pay such instalments in advance, by standing order, direct debit or such other method as DIP may agree, at the intervals agreed in writing with DIP.

- 4.5 If the Customer fails to make any payment due to DIP (whether under these Terms or otherwise) on its due date then DIP may (without prejudice to any other remedy) cancel the Contract or suspend any further performance of any obligations by DIP to the Customer or appropriate any money received from the Customer against such sums as DIP may determine (notwithstanding any instructions from the Customer). For the avoidance of doubt, DIP will be entitled to suspend the performance of any Maintenance or Support Services in the event that there are any sums owing by the Customer in respect of any other goods and/or services provided by or on behalf of DIP to the Customer.
 - 4.6 All payments due to DIP under these Terms will be paid in full without any set off, deduction, counterclaim or withholding of any sum for whatever reason.
 - 4.7 DIP reserves the right to charge interest on the amount of any delayed payment at the rate of 4% over the base rate of Royal Bank of Scotland Plc from time to time per calendar month or part thereof on the outstanding amount until payment has been made in full.
- ### 5. Lease
- 5.1 If any payments due to DIP in respect of the Goods or the Maintenance or Support Services is to be paid by a third party then the Customer agrees that immediately on delivery of the Goods the Customer will sign the acceptance note for the leasing company or other third party and will generally take all steps as may be necessary to ensure that payment is made to DIP for the Goods and/or the Maintenance or Support Services in accordance with these Terms.
- ### 6. DIP Employees
- 6.1 The Customer will take all such steps as may be necessary to ensure the safety and welfare of any of DIP's representatives who visit any premises of or on behalf of the Customer;
 - 6.2 The Customer will fully indemnify and hold harmless DIP from and against any claim for loss, damage or injury to any person or property occasioned by or arising directly or indirectly from any negligence or misuse of the Goods or the Equipment or any other breach of these Terms by or on behalf of the Customer.
- ### 7. Liability
- 7.1 Subject as expressly provided in these Terms and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the liability of DIP for any fraudulent misrepresentation.
 - 7.2 The Customer accepts that in respect of the sale of the Goods, whilst DIP will endeavour to use its expertise and experience to advise the Customer, DIP is acting as a supplier only and it is the Customer's responsibility to ensure that the Goods will be suitable for its requirements and the Customer acknowledges that prior to the Contract it has fully and accurately advised DIP of its requirements, both present and anticipated, in respect of the Goods.
 - 7.3 If DIP is unable, other than through the act or default of the Customer, within a reasonable time to repair or replace any defective Goods in accordance with the Warranty set out in these Terms and where such Goods are unusable due to such defect then, the Customer's only remedy is to reject such Goods and on their return to DIP's premises the Customer is entitled to recover the price paid for such Goods provided the Customer has notified such defect in accordance with these Terms.
 - 7.4 Without prejudice to clause 7.6, if DIP fails to provide Maintenance or Support Services in accordance with its obligations hereunder, the total Liability of DIP in any one year for any Loss suffered by the Customer as a result of such failure will not exceed the Charges paid by the Customer in such year for the Maintenance or Support Services in question.
 - 7.5 Except in the case of death or personal injury caused by DIP's negligence, or liability for defective products under the Consumer Protection Act 1987, DIP will not have any Liability at common law or under the express terms of the Contract to the Customer for loss of profit or any indirect, special or consequential Loss of the Customer arising out of or in connection with the provision of any Goods or Services or any delay in providing or failure to provide any goods or services even if DIP had been advised of the possibility of such potential loss.
 - 7.6 Except in the case of death or personal injury caused by DIP's negligence, or liability for defective products under the Consumer Protection Act 1987, in no event shall DIP's Liability in respect of any Loss to the Customer exceed the value of the Order.
 - 7.7 Except in the case of death or personal injury caused by DIP's negligence, or liability for defective products under the Consumer Protection Act 1987, no action regardless of form may be brought by the Customer more than 6 months after the cause of action has accrued.
 - 7.8 DIP will have no liability under these Terms or otherwise to the Customer arising out of:
 - 7.8.1 any loss or corruption of any documents, data, memory erasure of media stored on disk, whether total or partial howsoever arising by reason (in whole or in part) of the Customer's failure to maintain adequate back-up copies of all of its operating system software, application software, data files and other documentation;
 - 7.8.2 any loss or corruption of any documents, data, memory erasure of media stored on disk, whether total or partial howsoever arising, including but not limited to loss which may occur, whilst installation, service or maintenance work is being carried out by or on behalf of DIP in accordance with these Terms or any other reason;
 - 7.8.3 any act or omission of any third party telecommunication provider, or fault or failure of their equipment (including any prevention of any remote servicing facility in respect of the Equipment); and if any damage to any of the program or data files of the Customer occurs then DIP's responsibility will be confined to assisting the Customer to restore the latest backup copy and installing application software made available on site by the Customer. If on site assistance is required to reconstruct the files then DIP will charge the Customer for the cost of such assistance at DIP's then current rates.
 - 7.8.4 If DIP's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or the failure by the Customer to perform any relevant obligation ("Customer Default"):

- (a) DIP shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays DIP's performance of any of its obligations;
- (b) DIP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from DIP's failure or delay to perform any of its obligations; and
- (c) the Customer shall reimburse DIP on written demand for any costs or losses sustained or incurred by DIP arising directly or indirectly from the Customer Default.
- 8. Warranties**
- 8.1 The Customer warrants and represents that the use by DIP of any data, materials or equipment supplied by the Customer for use by DIP in the provision of the Maintenance or Support Services, will not infringe the Intellectual Property Rights of any third party and the Customer will fully indemnify DIP against all losses, costs, charges and expenses incurred by DIP in this respect.
- 9. Confidentiality**
- 9.1 Except as expressly provided, neither party may at any time whether during or after the expiry of these Terms use or disclose the other party's Confidential Information and the Customer will take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations will continue beyond the termination of the Contract.
- 10. Performance**
- 10.1 DIP will not be liable for any failure or delay in complying with these Terms if the failure or delay was due to a Force Majeure Event, including any circumstances whatsoever beyond the reasonable control of DIP in which event DIP will as soon as reasonably practicable notify the Customer of the nature and extent of the circumstances in question. If the Force Majeure Event continues for more than 30 days then DIP may cancel this Contract (or any part thereof) without liability to the Customer.
- 11. Sub-Contracts**
- 11.1 DIP may assign, sub-contract or otherwise transfer the benefit of, and/or its obligations under this Contract to any person at any time.
- 11.2 The Customer acknowledges that this Contract is personal to the Customer and that it may not assign or in any way make over to any third party, whether in whole or in part, the benefit of, and/or its obligations under this Contract without the prior written authority of DIP and on such terms as DIP may reasonably require.
- 12. Termination**
- 12.1 DIP may without prejudice to any other remedy available to it at any time by giving written notice terminate or suspend this Contract or such part of it as DIP may elect (including stopping any Goods in transit) if:
- 12.1.1 the Customer commits any continuing or material breach of these Terms and if the breach is capable of remedy, is not remedied within 30 days of a written notice detailing the breach;
- 12.1.2 a resolution is passed or an order is made for the liquidation of or the winding up of the Customer (save for the purpose of a bona fide reconstruction or amalgamation);
- 12.1.3 the Customer becomes subject to an administration order, or if an administrator or receiver or manager or administrative receiver is appointed over the Customer's property or assets;
- 12.1.4 the Customer suffers execution or distress or takes or suffers any similar action in consequence of a debt;
- 12.1.5 the Customer is insolvent or would be taken as insolvent under section 123 Insolvency Act 1986;
- 12.1.6 the Customer is dissolved or otherwise threatens or ceases to carry on business or a substantial part of it;
- 12.1.7 the Customer commences negotiations with all or any class of its creditors with a view to entering into a compromise or arrangement with its creditors;
- 12.1.8 in the case of a sole trader or partnership anything analogous to any of the above occurs;
- 12.1.9 any event occurs in any jurisdiction analogous to any of the events mentioned in this Clause 12
- 12.2 On termination of this Contract:
- 12.2.1 the Customer shall immediately pay to DIP all of DIP's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, DIP shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 12.2.2 the Customer shall return all of DIP's Equipment and materials which have not been fully paid for. If the Customer fails to do so, then DIP may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms;
- 12.2.3 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 these Terms which existed at or before the date of termination or expiry; and
- 12.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 12.4 On termination of this Contract for any reason the Customer will return or delete any of DIP's Confidential Information and return to DIP all property of DIP under the Customer's possession or control.
- 12.5 On termination of the Contract any licence to use software granted by DIP will immediately terminate and the Customer will return to DIP any such software and all copies thereof and will not use or permit the use of any such software. The Customer acknowledges and agrees that DIP will be entitled to remove such software from all operating systems of the Customer whether by means of remote access or otherwise.

The Customer will not do or omit to do anything which might prevent or hinder such removal.

- 12.6 If the Customer terminates this Contract (or DIP terminates by reason of any acts or omissions of the Customer) then
- 12.6.1 in respect of any Goods such termination can only be made with DIP's written consent and on terms that the Customer will indemnify DIP in full against all loss (including loss of profit) costs, charges and expenses incurred by DIP as a result of such termination; and
- 12.6.2 if the termination occurs prior to the end of the Initial Term, DIP may without prejudice to any other remedies available to it demand and receive from the Customer an early termination charge. This charge will be calculated to recover (1) such costs as DIP has reasonably incurred in equipping itself to deliver the service and which have not been fully recovered by DIP from the Charges paid by the Customer at the date of termination and (2) the monthly rental charges up to the end of the Initial Term ("the Early Termination Charge"). In respect of Network Services, the Customer agrees that if DIP has installed any necessary connection points, Exchange Lines or other ancillary equipment free of charge at the commencement of the Network Services, in addition to the Early Termination Charge, DIP shall be entitled to charge the Customer an installation charge upon termination of the Network Services
- 13. Intellectual Property Rights**
- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by DIP.
- 13.2 The Customer acknowledges that, in respect of any Intellectual Property Rights owned by a third party, the Customer's use of any such Intellectual Property Rights is conditional on DIP obtaining a written licence from the relevant licensor on such terms as will entitle DIP to license such rights to the Customer.
- 14. Data Protection**
- 14.1 Each party will ensure that in the performance of its obligations under these Terms it will at all times comply with the Data Protection Act 1998.
- 14.2 The Customer consents to the processing by DIP of all the Customer's personal data (as the term 'personal data' is defined in the Data Protection Act 1998) for all purposes connected with these Terms.
- 14.3 The Customer acknowledges that any data transmitted over the Internet cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form and that DIP has no liability for the loss, corruption or interception of any such data.
- 15. Notices**
- 15.1 All notices under these Terms must be in writing and will be effective only if given by either party to the other party at their last known principal place of business or such other address as that party has nominated, in writing, for that purpose.
- 16. Law and Jurisdiction**
- 16.1 These Terms will be governed by and construed in accordance with Scots Law and the Scottish Courts will have non-exclusive jurisdiction to hear all disputes arising in connection with these Terms.
- 16.2 The invalidity or unenforceability for whatever reason will not prejudice the continuation in force of the remainder of these Terms and if any part of these Terms is held by a Court or other competent authority to be illegal or ineffective it or they will be replaced with such legal and effective terms that most closely approach the ineffective terms.
- 17. Entire Agreement**
- 17.1 These Terms and the Scope of Service contains the entire agreement between the parties with respect to their subject matter and supersede all previous written and oral agreements and understandings between the parties. The Customer acknowledges that in entering into the Contract it does not rely on any representation, warranty, agreement or other provision except as expressly set out in these Terms and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the liability of DIP for any fraudulent misrepresentation.

Signed on behalf of Customer

Company Name _____

Signature _____

Name and Title _____

Date _____

Signed on behalf of Digital IP Ltd

Signature _____

Name and Title _____

Date _____