

BLU-SKY-SOLUTIONS Ltd Terms & Conditions

1. Definitions

- 1.1. "Act" means the Communications Act 2003 and any amendments to the Act from time to time or any subsequent substitution thereof;
- 1.2. "Additional Charges" means Charges which may be made (in addition to the Annual Support charge) for additional services supplied pursuant to condition 6.3.3;
- 1.3. "Annual Support Charge" means the support charge for the Maintenance Services as set out on the Order Form save where, and to the extent that, any Promotional Terms apply;
- 1.4. "Anti-Bribery Laws" means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act;
- 1.5. "Bribery Act" means the Bribery Act 2010;
- 1.6. "Business Day" means any and all days from Monday to Friday in any week, excluding English bank holidays or public holidays;
- 1.7. "Call" a video, signal, message or other communication that is silent, spoken or visual;
- 1.8. "Carrier" means the relevant third party public telecommunications operator or third party network service provider;
- 1.9. "Charges" means the charges payable by the Customer to the Company for Services performed 1.10. "Commencement Date" is the date each service starts or if for equipment only, equipment is delivered and is used by the Customer. The Customer acknowledges that the Agreement may be for various Services/Equipment therefore different Commencement Dates may apply to different Services/Equipment.
- 1.11. "Contract" means the agreement between the Customer and the Company for the provision of the Equipment and/or Services (or any of them) incorporating these Conditions, the Order Form and any other Service Specific Conditions
- 1.12. "Company" means Blu-Sky-Solutions Ltd, DATUM HOUSE, ELECTRA WAY, CREWE, ELECTRA WAY, CREWE, CW1 6ZF Registered in England & Wales Co. No. 11250826;
- 1.13. "Customer" means the person so named on the customer requirements form. BLU SKY reserves the right to deal with anyone reasonably appearing to BLU SKY to be acting with the Customer's authority or permission.
- 1.14. "Direct Debit" means any request(s) for any payment or series of payments by bank direct debit payment method.
- 1.15. "Effective Date" shall mean the date on which the Company signs the relevant Order Form and all conditions precedent have been satisfied;
- 1.16. "Employee" means any employee, former employee, consultant, former consultant, contractor, former contractor, agent or former agent of the Customer or any Contractor or Subcontractor;
- 1.17. "Equipment" means any Equipment or products (including for the avoidance of doubt mobile telephones) supplied by BLU SKY or any third party on behalf of BLU SKY to the Customer.
- 1.18. "Fixed Network Services" means the network services requested by the customer and/or detailed on the Order Form or Purchase Order.
- 1.19. "General Conditions" means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time
- 1.20. "Installation" means the physical installation of Equipment at the Site;
- 1.21. "LAN" the Customer's local area network including but not limited to structured cabling, LAN switches and firewalls;
- 1.22. "Maintenance Services" means the maintenance services more particularly detailed on the Order Form (as modified or substituted from time to time) to be provided hereunder by the Company to the Customer;
- 1.23. "Minimum Term" means the minimum contract period for all services supplied by BLU SKY under this contract, and detailed on the Order Form.
- 1.24. "Monthly Minimum Call Spend" means the minimum monthly sum of money as set out on the Order Form that will be spent by the Customer on call charges commencing on the Connection Date; 1.25. "Non-Geographic Service" means any service comprising a non-geographic number and/or Company Number and inbound calls to the relevant number;
- 1.26. "Normal Working Hours" means 9.00am to 5.30pm on any Business Day;
- 1.27. "Number" means either (i) a telephone number from within a national number group range (used by the Customer in connection with an End User Service) as may be allocated by the Company to the Customer from time to time ("Company Number") or (ii) a telephone number not being a Company Number and which may be programmed by the Company for the purposes of making available a Fixed Network Service in respect of such telephone number;
- 1.28. "OFCOM" means the Office of Communications and/or any successor body;
- 1.29. "Order Form" means the order form to which either these Conditions are attached or which is expressed to be subject to these Conditions which sets out the details of the order, 2 including (without limitation) the Customer's details and the Equipment and/or Services to be supplied under the Contract;
- 1.30. "Parent Undertaking" has the meaning given to it in section 1162 of the Companies Act 2006; 1.31. "Personal Data" has the meaning given to it in section 1 of the Data Protection Act 1998;
- 1.32. "Price" means the price payable by the Customer for the Equipment and Installation Services (where applicable);
- 1.33. "Promotional Terms" means any additional terms which apply to the Price and/or Charges and which may be specified on the Order Form and/or notified by the Company in writing to the Customer in relation to the Equipment and/or Services, at the time the relevant Order Form was submitted;
- 1.34. "Rate of RPI" means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an RPI Increase.
- 1.35. "Relevant Laws" means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any

binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being;

- 1.36. "BLU SKY" means Blu-Sky-Solutions Ltd, DATUM HOUSE, ELECTRA WAY, CREWE, ELECTRA WAY, CREWE, CW1 6ZF Registered in England & Wales Co. No. 11250826;
- 1.37. "Services" means the provision of Services provided by BLU SKY to the Customer under this Agreement, which may include landline calls and lines, internet services, broadband, phone system installation and maintenance and other various hosted IT/Cloud Voice and telecommunication services.
- 1.38. "Service Provider" means a third party supplying Services/Equipment to BLU SKY which BLU SKY supplies to the Customer or Services/Equipment provided by the Service Provider to the Customers directly on BLU SKY's behalf.
- 1.39. "Service Rental" means the Line rental, access fee or recurring charge paid by the Customer to access any service or product.
- 1.40. "VOIP" means Voice over Internet Protocol.
- 1.41. "WAN" means wide area network which includes the Access Service or any other network through which the Customer connects to the Service.

2. Service Description

- 2.1. This Agreement covers the provision of Telecommunication services by BLU SKY SOLUTIONS Ltd to the Customer, and any other services we agree to provide to you under this Agreement.
- 2.2. BLU SKY will provide the Customer with such Services and Equipment that are detailed and requested by the Customer and any use of the Services or payment for the Services is deemed acceptance of these terms and conditions.
- 2.3. The Services under this agreement are design for use by business customers.
- 2.4. Fixed Network Services
 - 2.4.1. Installation, port or takeover of one or more fixed telephone lines;
 - 2.4.2. Rental of one or more fixed telephone lines;
 - 2.4.3. The facility to make and/or receive phone calls;
 - 2.4.4. Price plans and/or tariffs to allow phone calls;
 - 2.4.5. Any other related service that is detailed and agreed on the Order Form.
- 2.5. Internet Access
 - 2.5.1. This is a service provided by the Company to enable the Customer access to the Internet, as specified on the Order Form.
- 2.6. Hosted Voice
 - 2.6.1. The Service is a hosted VOIP service providing voice and video, and collaboration facilities. 2.6.2. The Service enables the Customer to use the Customer Network to access and utilise the features and functions delivered by the Service.
 - 2.6.3. Users are able to make and receive Calls to other Users as well as access the public switched telephone, mobile and international networks.
- 2.7. Mobile services
 - 2.7.1. For Mobile services please see the relevant BLU SKY SOLUTIONS Agreement. The current version is available at www.bluskysolutions.co.uk/terms

3. Service Levels

- 3.1. BLU SKY will provide the Service Level agreed between the Customer and BLU SKY, as set out in the BLU SKY SLA document at www.bluskysolutions.co.uk/terms
- 3.2. The Customer will report any faults in the Service by web, email or telephone using the contact details supplied at www.bluskysolutions.co.uk/
- 3.3. The Customer will at the time of the report provide BLU SKY with contact details to allow BLU SKY to update the Customer on the progress being made to clear the fault.
- 3.4. BLU SKY does not guarantee that the Service will be continuously available or free from failures. 3.5. Notwithstanding anything to the contrary in any specific SLA agreement with the Customer, BLU SKY will aim to respond and aim to fix faults in accordance with the Service Care Levels as detailed within the BLU SKY SLA document.
- 3.6. Following initial fault diagnosis by BLU SKY, faults that in BLU SKY's opinion are not attributable to the Service will be referred back to the Customer.
- 3.7. The Service Level Agreement will not apply where the service, and/or elements of the service are supplied by a third party, or if failure to meet the Service Level Agreement is due to a fault on the Customer's network or own equipment configuration.

4. Use of service

4.1. General

- 4.1.1. The Customer will not allow the Service to be used in any way that does not comply with any instructions BLU SKY has given to the Customer or in breach of this Contract and must not attempt to circumvent any security measures.
- 4.1.2. The Customer will use the Service in the UK only.
- 4.1.3. Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.
- 4.1.4. The Customer acknowledges and agrees that changes to the Customer's voice and data usage may result in changes being required to the Customer's Network, including the need for additional bandwidth. The Customer will be responsible for paying any charges associated with such changes. 4.1.5. Any Customer Equipment will be:
 - 4.1.5.1. technically compatible with the Service and not harm any product or service supplied by BLU SKY;

4.1.5.2. connected using the applicable network termination point, unless the Customer has BLU SKY's written permission to connect by another means, and used in compliance with any relevant instructions, standards or laws

4.1.5.3. adequately protected by the Customer against viruses and other breaches of security;

4.1.6. The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any Equipment supplied by BLU SKY.

4.1.7. The Service will not be used:

4.1.7.1. in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority and/or third party's rights;

4.1.7.2. fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer will make sure that this does not happen;

4.1.7.3. to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or in any way BLU SKY or a third party considers to be or likely to be detrimental to the provision of the Service to the Customer or service to any of BLU SKY's other customers.

4.1.8. The Customer will comply with BLU SKY's reasonable instructions regarding health, security, safety or the quality of the Service.

4.2. Fixed Network Services

4.2.1. You are responsible for terminating, any contracts you may have with your previous suppliers for services similar to our Services or which are not compatible with our Services. You are solely responsible for any liabilities you may incur when you terminate your agreements with them.

4.2.2. To be able to receive our Phone or our Broadband Services you will need to at least have a suitable phone line in your Premises (e.g. BT provided analogue direct exchange line which terminates on a BT public switched telephone network master socket forming part of a BT network), unless BLU SKY informs the Customer otherwise.

4.2.3. The Customer Agrees:

4.2.3.1. to use the Services in accordance with: (i) this Agreement; (ii) any reasonable instructions given by us from time to time (including without limitation regarding health, security, safety or quality of 3 BLU SKY Networks Terms and Conditions - General of the Services); and (iii) any laws, regulations and licenses which apply to the use of the Services by you;

4.2.3.2. not to allow an alternative supplier (or any third party) to override or bypass our Services either through the installation of equipment or through the BTMM local exchange during the Term of the Agreement;

4.2.3.3. to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the Service of your previous supplier(s).

4.2.4. You do not own any number or have any right to sell the number(s) related to the service. 4.2.5. Where the Customer wishes to port numbers, the Customer will:

4.2.5.1. provide BLU SKY with full and accurate details of the number(s) to be ported; and (b) be responsible for reaching any commercial agreement with the suppliers of the services to which those numbers apply, including terminating those services and the payment of any associated early termination charges.

4.2.5.2. BLU SKY will provide the Customer with a Port Date.

4.2.5.3. The Customer understands that number porting is provided by a third party

4.2.6. The Customer agrees that BLU SKY shall not be liable for any loss or costs suffered by the Customer resulting from loss of service due to porting of numbers.

4.3. Hosted Voice

4.3.1. The Customer will provide:

4.3.1.1. A suitable Access Service with sufficient bandwidth to support the Customer's voice and data usage and service level requirements;

4.3.1.2. A broadband router;

4.3.1.3. A suitable Local Area Network infrastructure (with a minimum of CAT5e structured cabling) 4.3.2. Whilst the Company will use its reasonable endeavours to provide any Hosted Voice Network Service set out on an Order Form signed by the Company, the Company shall have no liability for the standard of quality or performance of the VOIP Fixed Network Services and the Company draws the following features of the VOIP Fixed Network Services to the Customer's attention:

4.3.2.1. the VOIP service may not offer all the features, quality or resilience the Customer may expect from a conventional phone line; and

4.3.2.2. the VOIP service may sometimes be limited, unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, failures or the quality of any connection;

4.3.2.3. wherever possible, alternative arrangements should be made by the Customer and a traditional telephone line maintained;

4.3.3. Customer understands that the ability to make 999/112 emergency calls is dependent on the adequacy and resilience of the LAN and WAN networks.

4.3.4. The Customer understands and acknowledges that the service may cease to function if there is a power failure or a failure in the underlying data network.

5. Contract and Order Form

5.1. The Customer shall be responsible for providing the Company with all information relevant to the supply of the Equipment and the provision of Services.

5.2. The Customer shall ensure that the details set out on the Order Form are accurate and fully detail the Customer's requirements and the Customer shall be liable for each liability, loss, injury, claim, charge or expense which may be incurred or sustained by the Company arising directly in respect of any inaccuracy supplied by the Customer on the Order Form.

5.3. The Order Form constitutes the Customer's offer to the Company to purchase the relevant Equipment and/or Services.

5.4. A Contract shall come into force and bind both parties once;

5.4.1. the Customer's offer is accepted by an authorised representative of the Company signing the Order Form/Purchase Order;

5.4.2. the credit status of the Customer being to the satisfaction of the Company.

5.5. All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon the terms of the Contract which cannot be varied unless agreed in writing by the Company. These Conditions supersede all other terms, conditions and warranties which are implied by law or which the Customer may purport to apply under any purchase order, acknowledgement of delivery or similar document or otherwise; and/or which have been established between the Company and the Customer by course of dealing.

5.6. In the event of a conflict or inconsistency between any of the documents which constitute the Contract, the following descending order of precedence shall apply:

5.6.1. the Order Form;

5.6.2. any applicable Service Specific Conditions;

5.6.3. any applicable Promotional Terms;

5.6.4. the Conditions.

5.6.5. any other documents referred to on the Order Form or in these Conditions.

5.7. Each order for Equipment and/or Services (except in the case of Installation Services which will form part of the contract for the supply of Equipment) shall (for the purposes of this condition 2.5) be deemed (subject to condition 2.1) a separate Contract (whether or not included on the same Order Form) to the effect that any delay or failure to supply Equipment and/or Services shall not entitle the Customer (to the extent that any such entitlement exists) to terminate the Contract for other Equipment and/or Services or any other contract entered into under these Conditions.

5.8. Duration

5.8.1. Contract duration is detailed on the Customer Order Form.

5.9. Changing the contract

5.9.1. BLU SKY can change this Contract at any time and will publish at

www.blusky.com/terms 5.10. Termination

5.10.1. The Customer may not cancel this Contract at any time before the Commencement Date.

5.10.2. This Contract may be ended by either party on 30 days written notice by either party giving notice in writing.

5.10.3. Written notice must be sent via email to

support@blusky.com

5.10.4. If the Customer ends the Contract during the Minimum Term, the Customer will pay BLU SKY termination charges set out in

5.11. Early Termination Charges

5.11.1. The Customer acknowledges that BLU SKY shall be entitled to invoice the Customer for any Early Termination Charges if the Contract is terminated before the end of the Minimum Term.

5.11.2. Early Termination Charges will be calculated by calculating the Call and Service Rental charges that the Customer would have paid for had they not terminated the agreement early, based on the average charges over the previous six months invoices prior to the date of termination. E.g. a Customer averaging £100 ex vat per month, terminating a Contract 6 months early would result in an Early Termination Charge of £600 ex vat per month.

5.11.3. The Customer acknowledges that the Early Termination Charge calculation detailed in is a fair and reasonable estimate of the loss incurred by BLU SKY as a result of the early termination of the agreement.

5.11.4. If the Customer instructs BLU SKY to cease or port the provision of a NGN (non-geographic number) BLU SKY has the right to charge the Customer a disconnection fee of £99 for each NGN number.

5.12. Transfer rights

5.12.1. The Customer and BLU SKY may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

5.12.1.1. the Customer may transfer its rights or obligations or both to a Group Company with the written consent of BLU SKY, such consent not to be unreasonably withheld or delayed;

5.12.1.2. BLU SKY may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

6. Equipment and Hardware

6.1. Customer Obligations

6.1.1. Until it has paid for the Equipment, the Customer will:

6.1.1.1. keep the Equipment safe and only use it in accordance with any instructions BLU SKY may give; 6.1.1.2. not move the Equipment or any part of it from the Site;

6.1.1.3. ensure that the Equipment is without risk to health;

6.1.1.4. only use or allow the Equipment to be used for any purpose for which it is designed;

6.1.1.5. not make any alterations or attachments to the Equipment without BLU SKY's prior written consent. If BLU SKY gives its consent, any alterations or attachments will become part of the Equipment; 6.1.1.6. not sell, charge, assign, transfer or dispose of or part with possession of the Equipment or any part of it; not allow any lien, encumbrance or security interest over the Equipment, nor pledge the credit of BLU SKY for the repair of the Equipment or otherwise;

6.1.1.7. not claim to be owner of the Equipment and ensure that the owner of the Site will not claim ownership of the Equipment, even if the Equipment is fixed to the Site;

6.1.1.8. indemnify BLU SKY against all claims and proceedings arising from the Customer's use of the Equipment or if the Equipment is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BLU SKY informed of anything which may affect the rights of BLU SKY, or involve BLU SKY in any proceedings, loss or liability.

6.1.2. Installation

6.1.2.1. if BLU SKY installs the Equipment the Customer:

6.1.2.1.1. agrees to prepare the Site according to any instructions BLU SKY may give and to provide BLU SKY with reasonable access to the Site for the purposes of the Contract;

6.1.2.1.2. will obtain any permission needed, including permission for any changes to the Site.

6.1.3. The Customer and BLU SKY will meet each other's reasonable safety and security requirements when on the Site. If the Customer or BLU SKY damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

6.2. BLU SKY will try to supply and install the Equipment by any date agreed with the Customer, but all dates are estimates.

6.3. The Customer is responsible for making the Site good, after any work undertaken by BLU SKY at the Site, including putting items back and for redecorating.

6.4. Phones

6.4.1. The Customer will only connect phones supplied by BLU SKY to access to the Service.

6.4.2. The Customer will install and set-up the phones and connect them to the Customer's Network so that they are ready for service unless Installation is detailed on the Order Form.

7. Confidentiality, Fraud and Security

7.1. The Customer will keep in confidence all Confidential Information, obtaining under or in connection with the Contract and will not disclose it to any party other than in confidence to:

7.1.1. their employees or employees of their Group Companies; or

7.1.2. their professional advisers; or

7.1.3. any third party authorised by BLU SKY for services detailed under the Contract.

7.2. Clause 23.1 will not apply if information is:

7.2.1. in the public domain other than through a breach of the Contract;

7.2.2. in the possession of the Customer or BLU SKY without confidentiality restriction before disclosure under the Contract;

7.2.3. obtained from a third party who has a lawful right to disclose it; or (d) developed by the receiving party independently of and without access to Confidential Information obtained under the Contract.

7.3. The Customer will be responsible for the proper use of User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

7.4. If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer will inform BLU SKY immediately. The Customer will not change or attempt to change a user-name without BLU SKY's prior agreement.

7.5. The Company will not pass Personal Data obtained from the Customer to any third parties for marketing purposes but may send the Customer information about the Company's own products and services which it considers may be of interest to the Customer, unless the Customer specifically requests that the Company does not do so.

7.6. If the Customer wishes to have details of the credit reference or the fraud prevention agencies the Company uses to obtain information about the Customer, or receive a copy of the information the Company holds about them, it may do so by submitting a request in writing for a copy of the information at Blu-Sky-Solutions Ltd, DATUM HOUSE, ELECTRA WAY, CREWE, ELECTRA WAY, CREWE, CW1 6ZF Registered in England & Wales Co. No. 11250826, stating the Customer's full name, address, account number and phone number. The Company may charge a reasonable administration fee for providing such information.

7.7. BLU SKY will not guarantee the security of the Service against unauthorised or unlawful access or use. If BLU SKY believes there will be or likely to be a breach of security or misuse of the Service BLU SKY may:

7.7.1. Change and/or suspend the User Security Details (and notify the Customer that it has done this);

7.7.2. Require the Customer to change the User Security Details.

7.8. The Customer acknowledges that the Company has no control of a Customer's onsite equipment, LAN, WAN, switch configuration, voice mail security or other feature services enabled. 7.9. The Company shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the Equipment and/or Services or any use of the Equipment and/or Services by any unauthorised third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraudulent and/or use by unauthorised third parties. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

7.10. Any assistance given by the Company in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on a reasonable endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).

8. Data Protection

8.1. The Customer and BLU SKY will comply with their respective obligations under the Data Protection Act 1998 (DPA). Where one party transfers personal data (as defined by the DPA) to the other for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of the Contract; will take measures to keep it secure.

9. Anti-Bribery

9.1. The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

9.1.1. comply with all applicable Anti-Bribery Laws; 3 of 3 BLU SKY Terms and Conditions - General

9.1.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;

9.1.3. not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;

9.1.4. not do or omit to do any act or thing which causes or may cause the Company and/or its Group to be in breach of and/or commit an offence under any Anti-Bribery Laws;

9.2. The Customer shall:

9.2.1. promptly report to the Company and any member of the Company's Group any request or demand for any financial or other advantage of any kind received in connection with the performance of the Contract by it or by its officers, employees, agents or any other person who performs the services for or on behalf of it in connection with the Contract; and

9.2.2. upon request, certify in writing signed by a director of the Customer that the Customer has complied with all of its obligations under this condition.

9.3. The Customer shall provide such supporting evidence of compliance as Company or any member of the Company may reasonably request.

9.4. The Customer warrants to the Company and all members of the Company's Group that it has not, and its officers, employees, agents and any other persons who perform the services for or on behalf of it in connection with the Contract have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 of the Bribery Act; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of this Contract.

9.5. The Company and/or any member of the Company's Group may terminate the Contract immediately if the Customer is in breach of any of its obligations under this condition 9 or if the Company or any member of the Company's Group has reasonable cause to believe that such a breach has occurred or may occur. If the Company or any member of the Company's Group terminates the Contract in accordance with this condition

9.6. The Customer shall not be entitled to claim any compensation or any further remuneration from the Company or any member of the Company's Group.

10. Finance and Credit

10.1. The Customer hereby consents to and shall procure that its owners, directors, officers and assigns consent to, the Company carrying out searches with credit reference agencies relating to the creditworthiness of the Customer and/or its owners, directors, officers and assigns and the Customer shall, upon the Company's request, promptly supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to the Customer's records and/or those records of its directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

10.2. It is agreed that where the Company approaches a finance provider or lease provider to arrange finance for the purchase or leasing of Equipment then the Company acts as an agent for the Customer and not for the finance provider or lease provider.

10.3. The Customer undertakes to supply all information requested by the selected finance provider(s) who will register searches with one or more credit agencies, which will be seen by other organisations that make searches.

10.4. In the event that the Company is unable to obtain relevant finance on the terms originally proposed then the Company will return the deposit received from the Customer for the relevant Equipment and shall have no further liability to the Customer.

10.5. If indemnities are required by a relevant finance provider, failure to provide such indemnities shall constitute a breach of these Conditions by the Customer and shall entitle the Company to terminate this Contract and retain any deposit paid by the Customer.

10.6. After Delivery and Installation (where applicable) of the Equipment is completed, any failure by the Customer to complete any relevant finance agreement documentation shall render the Customer liable to pay to the Company the whole of the Price as defined in the Order.

11. Prices, Invoice and payment

11.1. The price of the service is stated on the Order Form.

11.2. Payment terms are 30 days from Invoice.

11.3. Unless stated on the Order Form, Charges are detailed within BLU SKY's General Fees and Rates published at www.bluskysolutions.co.uk/terms

11.4. The Company has the right to alter Fees, Rates and Charges by publishing changes to the Tariff at www.bluskysolutions.co.uk:

11.4.1. at least thirty days prior to the change taking effect;
11.4.2. as soon as is reasonably practical in the circumstances prior to the change taking effect, for all other changes, and if the Customer wishes to object to any proposed change which is of material detriment to the Customer, BLU SKY must receive notification in writing via support@blusky.com within thirty days of publication of the proposed change, otherwise the Customer will be deemed to have accepted the proposed change.
11.5. Unless otherwise specified the Price is based on the assumption that the Delivery of the Equipment and/or Installation Services will be completed in one visit to the Site and accordingly the Company may at its discretion at any time increase the Price to take account of any additional costs to the Company (including but not limited to storage and delivery costs) by reason of Delivery and/or the Installation Services taking more than one visit.
11.6. All rentals are payable from Commencement Date.

12. The Company reserves the right to apply a monthly minimum threshold on call spend of at least £10.00 per Customer account (or such other sum as notified to the Customer by the Company in writing from time to time), to keep the account operating at a viable level.

12.1. Late Payment

12.1.1. If payment is not received by the due date, BLU SKY may charge the Customer:
12.1.2. daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.
12.1.3. BLU SKY may instruct a debt collection agency to collect payment of any unpaid bill(s) (including any interest and/or late payment charges) on its behalf. If BLU SKY instructs an agency, the Customer will pay BLU SKY an additional sum. This will not exceed the reasonable costs BLU SKY will pay to the agency, who will add the sum to the Customer's outstanding debt on BLU SKY's behalf.
12.1.4. If any sum owed by the Customer to BLU SKY under the Contract or any contract with BLU SKY is not paid by the due date, BLU SKY may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with BLU SKY. E.G. A Customer's balance on a cash credit and/or tech fund can be used to pay outstanding balances on an Order against this Contract.
12.2. Suspension of Services
12.2.1. BLU SKY may suspend the Service, suspend the charges applicable to this Contract or end this Contract, at any time without notice if:
12.2.1.1. the Customer breaches this Contract or any other contract that the Customer has with BLU SKY and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by BLU SKY to do so. In this clause breach includes non-payment of any valid invoice by the due date;
12.2.1.2. the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures;
12.2.2. The Customer will continue to pay the charges during any period of suspension.

13. Limits of liability

13.1. Unless otherwise stated in this Contract, the Company makes no warranty in respect of the supply of Services and/or Equipment and all other terms, conditions and warranties which may otherwise be implied into this Contract by Law are hereby excluded to the fullest extent legally possible.
13.2. Nothing in these Conditions excludes or restricts either party's liability for:
13.2.1. death or personal injury resulting from that party's negligence or its employees' negligence (while acting in the course of their employment);
13.2.2. any fraud, fraudulent misrepresentation or fraudulent misstatement;
13.2.3. any indemnity given under the Contract;
13.2.4. anything for which the parties cannot at law limit or exclude their liability.
13.3. Subject to condition 12.2, in no circumstances shall the Company's liability to the Customer arising under or in connection with this Contract in any Contract Year exceed 110% of the Price and/or Charges paid in the twelve months prior to the date on which a claim arose in respect of the Equipment, Fixed Network Services, Maintenance Services or Installation Services to which the claim relates. This applies whether in contract, tort (including without limitation negligence) misrepresentation, breach of statutory duty or otherwise.
13.4. Subject to condition 12.2, under no circumstances shall the Company be liable in any event under or in connection with the Contract and whether in contract, tort (including negligence) misrepresentation, breach of statutory duty or otherwise for any:
13.4.1. loss of revenue;
13.4.2. loss of business;
13.4.3. loss of contracts;
13.4.4. loss of, damage to, or corruption of data;
13.4.5. loss of anticipated savings;
13.4.6. loss of profits; or
13.4.7. indirect, consequential or special losses; whether or not the Company knew or ought to have known that such losses or damages might be incurred.
13.5. Subject to clause 12.2, the Customer agrees that any cause of action that it may have against the Company must commence within two (2) years after the cause of action arose, otherwise, the Customer's cause of action is permanently barred.

13.6. Neither party shall be liable to the other party for any breach of any provision of the Contract caused by any reason outside the reasonable control or responsibility of that party including, without limitation, in respect of Fixed Network Services supplied by the Company, the failure of any Carrier to provide network capacity and/or connectivity (or any element thereof) to the Company on which it was reliant for the purposes of the Contract, any act of God, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

14. Customer indemnity

14.1. Without prejudice to any other rights of the Company, the Customer shall indemnify, keep indemnified and hold harmless the Company against all costs (including without limitation legal costs and the cost of enforcement) liabilities, claims, damages, direct, indirect or consequential losses expenses and/or judgments whatsoever, which it may suffer or incur, and arising from any:
14.1.1. breach by the Customer of any warranties, undertakings and/or representations given under the Contract and/or any failure to comply with any obligations, responsibilities and/or liabilities of the Customer set out in the Contract;
14.1.2. injury and/or damage suffered or incurred by or to any of the Company's employees and/or equipment whilst on the Site;
14.1.3. infringement by the Customer of any third party's Intellectual Property Rights.

15. General

15.1. BLU SKY reserves the right to change the provider of the services to it at any time.
15.2. Nothing in the Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.
15.3. Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations in this Contract in all respects.
15.4. The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
15.5. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.
15.6. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.