

**MIDPOINT COMMUNICATIONS LIMITED**  
**Terms and Conditions**

The terms of this contract apply to all of Midpoint Communications Limited's customers. By using any of our services or any equipment provided by us, you are confirming agreement to the terms of this Agreement so you should read this document carefully.

This Agreement covers the provision of phone, broadband and mobile Services by Midpoint Communications Limited to you (referred to as "the Customer", "End User", or "User") (and any other Services we agree to provide to you under this Agreement). "Midpoint", "we", "us", or "our" means Midpoint Communications Limited.

The contract shall comprise of the following.

- Order
- The Schedule
- These Conditions
- The Agreement in Principle or Verbal Agreement

**1. DEFINITIONS** – In this Contract the following terms have the definitions shown next to them:

**1.1. Agreement in Principle ("AIP")** – the outline of the order offered to the Customer, stating the tariff, Service, minimum contract term, transfer information, payment options and confirmation of the Customer's details.

**1.2. Authorised Contracts** – individual authorised to act on behalf of the Customer in relation to the Services.

**1.3. Broadband Services** – a broadband Service provided by Midpoint to the Customer to access the internet using the Network.

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

**1.5. Cease** – ending the Service(s) at the exchanges and ports at the end premises, including releasing any telephone numbers back to Openreach for redistribution.

**1.6. Cease Charges** – the applicable charges payable by the Customer, equal to all costs incurred by Midpoint including cancellation charges from Midpoint's subcontractors or suppliers or other costs payable to a third party for the end of providing the Service. Variable to contract reminder.

**1.7. Charges** – the fees and charges payable to Midpoint in relation to the Service as set out in the Order, The Schedule, These Conditions, The Standard Price Guide, The Agreement in Principle or Verbal Agreement, and/or Midpoint website.

**1.8. Conditions** – these terms and conditions for Midpoint set out herein.

**1.9. Contract** – the contract between Midpoint and the Customer for the supply of any Services and/or goods (including equipment) in accordance with these conditions, the Order and the Agreement in Principle or Verbal Agreement.

**1.10. Customer** – the business/person with whom Midpoint contracts to provide the Service.

**1.11. Estimated Live Date** – the date Midpoint estimates that delivery of the Service is due to start. Except where we specify otherwise, this is confirmed in your order confirmation email.

**1.12. Fault** – a system or Service issue which requires maintenance due to poor or no Service.

**1.13. Force Majeure Event** – an event or circumstance beyond a party's reasonable control.

**1.14. Gaining Provider** – the Communications provider who the Customer is transferring to.

**1.15. Installation Date** – the date on which the equipment is installed.

**1.16. Live Date** – the date which the Service is first made available to the Customer.

**1.17. Logged Fault** – a fault that has been reported to Midpoint to investigate.

**1.18. Losing Provider** – the Communications provider who the Customer is transferring from.

**1.19. Midpoint Communications Limited** – whose registered office is Challenge House, Sherwood Drive, Bletchley, MK3 6DP, and registered with company number 10290088.

**1.20. Minimum Contract Term** – the agreed time agreed of the Service after completion of transfer as set out in the contract prior.

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

**1.20. Notice** – when one party has informed the other in accordance with this contract.

**1.21. Order Confirmation** – the confirmation sent to the Customer following the agreement which outlines the next stages of progressing the order or upgrade.

**1.22. Premises** – the place at which Midpoint agrees to provide the Service.

**1.23. Service** - each Service provided by Midpoint under the Contract, which may include part of a Service, provision of a Service to a site and/or goods.

**1.24. Service Transfer** – transferring working Services from us to a new provider or from another provider to Midpoint.

**1.25. Standard Rate** – the price guide relating to the Services as set out on [www.midpointcommunications.co.uk](http://www.midpointcommunications.co.uk) as amended or notified to the Customer from time to time.

**1.26. Termination** – ending your contract by transferring to another provider.

**1.27. Termination Charges** – the charges for any Service (or part of) supplied which is due to be ported away (if any). Dependant on contract remainder.

**1.28. VoIP (IP)** – Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than the traditional telephone system based on copper wires carrying analogue data).

## **2. CONTRACT BASIS**

**2.1.** In sending the Agreement in Principle by Midpoint to the Customer, we are making an offer to provide Services and/or equipment to the Customer in accordance with these conditions, the Order and any Services specified in the Agreement in Principle. The Agreement in Principle may be withdrawn at any point by Midpoint prior to it being accepted by the Customer.

**2.2.** The Agreement in Principle shall be accepted, and the Contract shall be formed and come into existence when Midpoint has received the signed Agreement in Principle, either electronically or physically, duly signed (either electronically or physically) by or on behalf of the Customer, at which point and on which date the Contract shall come into existence.

**2.2.1.** If we have not received the signed Agreement in Principle from the Customer or on behalf of the Customer within 10 working days from which the form is dated as sent to the Customer, the offer will be withdrawn and will need to be revised and resent, unless otherwise agreed between Midpoint and the Customer.

**2.3.** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of Midpoint which is not set out in the Agreement in Principle or the terms (or incorporated by reference in any of them).

**2.4.** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to compose or incorporate, or which are implied by trade, custom, practice or course of dealing. In the event of any conflict between these Conditions and any Service Specific Conditions, the Service Specific Conditions shall prevail. In the event of any conflict between these Conditions and the Agreement in Principle, these Conditions will prevail in relation to that Service.

**2.5.** Any quotation given by Midpoint shall not constitute an offer and is only valid for a period of 28 days from the date of issue.

**2.6.** To the extent that there is any failure or delay by Midpoint to supply one of the Services, that shall not entitle the Customer to terminate the Contract for the supply of any other Service or Services as the case may be (if any).

**2.7.** The Customer will be notified of any contractual modifications via their chosen method of communications, electronic or physical, with a minimum of 30 days' notice.

**2.7.1.** If the proposed modifications are not acceptable to the Customer, they need to notify Midpoint.

**2.7.2.** Midpoint will offer the Customer an alternative to the unaccepted modifications.

**2.7.3.** If this is still not accepted by the Customer, they may withdraw from the contract while giving the correct notice as stated in section 20.2. or remain on the previous terms of the contract.

### **3. THE TRANSFER TO MIDPOINT**

**3.1.** The Customer will be sent the full terms of contract along with the Agreement in Principle, followed by an Order Confirmation sent via the Customer's requested method of correspondence. Our full, latest Terms & Conditions are available on the website.

**3.2.** The Customer may cancel this Contract with no penalty any time within the transfer period (e.g. before the Services have transferred to Midpoint); this request can only be made by contacting our customer service number, 01908 665200, to ensure that the cancellation can be processed immediately.

**3.2.1.** If the Customer cancels outside the transfer period (once the Services have transferred to Midpoint), then the Customer must pay Midpoint for early termination (see section 19.3.).

**3.3.** The Customer must inform Midpoint if they choose to cancel this contract within the transfer period. If no contact is received, Midpoint will charge to recover the costs incurred because of the cessation of this Service.

**3.3.1.** As the gaining provider, Midpoint does not accept the cancellation of this order by your existing provider, the losing provider, as this may be a result of Slamming.

**3.4.** Midpoint is not liable for any termination fees from the losing provider. It is the losing provider's responsibility to inform the Customer of any fees that may be incurred by the transfer.

**3.4.1.** Should Midpoint be able to offer a contribution towards the termination fee, the Customer must provide us with a copy of the termination fee statement or invoice, dated before the transfer took place.

**3.4.2.** The Customer must send this to Midpoint within 30 days of the transfer.

### **4. MIDPOINT OBLIGATIONS AND PROVIDING THE SERVICE**

**4.1.** Midpoint will provide an Estimated Live Date for the Service and use reasonable endeavours to meet such date.

**4.1.1.** If applicable, Midpoint will agree the date following a survey of the Premises by Openreach Engineers. This survey does not necessarily constitute a site visit.

**4.1.2.** Activation on a specific date is not guaranteed and Midpoint will have no liability in respect of any failure to commence the supply of a Service by any given date. Such dates shall be estimates and failure to commence supply of a Service by any given date shall not constitute as a breach of Contract.

**4.2.** Midpoint may have to occasionally interrupt the Service or change codes but, in these cases, your Service will be restored as quickly as possible, and the Customer will be informed prior.

**4.3.** Midpoint may take instructions from a person if we have a good reason to think that he or she is acting with permission from the Customer.

**4.4.** In some cases, Midpoint will require written proof when vacating the premises in which the Customer's Service is provided. Continued use of the Service after the vacation of the property by any party will be deemed as acceptance of the existing contract.

**4.5.** Midpoint will comply with Applicable Law.

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

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

### **5. CUSTOMER OBLIGATIONS**

**5.1.** The Customer will:

**5.1.1.** Co-operate with Midpoint in all matters relating to the Service.

**5.1.2.** Accept that occasionally Midpoint will provide instructions regarding the Service. The Customer must follow these instructions including but not limited to faults, preparation, and diagnostics. These may be required to enable the Customer to receive the Service promptly or other in accordance with the Contract.

**5.1.3.** Ensure that Midpoint is given the accurate and accurate information and materials as requested on the Agreement in Principle and at point of Contract start date.

**5.1.4.** Provide the names and contact details of Authorised Contacts, but Midpoint may also accept instructions from a person who Midpoint believes is acting with the Customer's authority.

**5.1.5.** Ensure that Midpoint is kept up to date of any changes within the company, such as any changes to authorised personal, changes of the billing address (electronic or postal), changes to contact details, moving location or any future requirements for the Services provided.

**5.1.6.** Authorise Midpoint to act on its behalf in dealings with third parties in connect with any matter that enables Midpoint to provide or continue to provide the Customer with the Service.

- 5.1.7.** Not resell the Service (unless expressly authorised to do so elsewhere in the Contract),
- 5.1.8.** Ensure that any hardware and software used by the Customers (and not provided by Midpoint as part of the Service) is properly installed, fit for purpose, properly licensed and compatible with the Service.
- 5.1.9.** Keep all usernames, passwords, and other security information secure (and change these and comply with such other directions as Midpoint considers necessary or desirable for security purposes)
- 5.1.10.** Notify Midpoint as soon as possible of any unauthorised access to its account or security details.
- 5.1.11.** Where applicable to the Service, get and maintain all consents, licences, permissions and authorisations required for Midpoint to provide the Service to a site, including for:
- a.** making alterations to buildings;
  - b.** getting into property;
  - c.** dealing with local authorities, landlords or owners;
  - d.** installing goods; or
  - e.** using the Service over the Customer's network or at a Site.
- 5.1.12.** not use the Service:
- a.** for any purpose that may be offensive, abusive, a nuisance, illegal, or fraudulent; or
  - b.** for the transmission for material that contains software viruses or any other disabling or damaging programs.
- 5.1.13.** Not do anything that causes the Network to be impaired or damaged or which may interfere with other users' use of the Network or of any part of the Service.
- 5.1.14.** Not use the Service in a way which is inconsistent with good faith commercial practice to Midpoint's detriment.
- 5.2.** The Customer warrants that they have the authority to enter the contract.

## **6. MANAGING/REPAIRING THE SERVICE AND HARDWARE**

- 6.1.** Our Faults and Maintenance Policy is available on our website.
- 6.2.** Faults must be reported to Midpoint to raise and have investigated.
- 6.2.1.** The fault report date will be deemed the first date of the fault.
- 6.2.2.** Midpoint will respond in line with the level of repair Service the Customer has chosen, should a fault be reported.
- 6.3.1.** If Openreach and/or Midpoint agree to work outside the hours covered by the repair Service the Customer has chosen, the Customer must pay Midpoint additional charges for doing so.
- 6.3.2.** Additional time related charges may also be added. We will use our best endeavours to correct any defect or fault in the Services provided to you as rapidly as possible. To log this, contact our Customer Service and Fault team on 01908 665200.
- 6.4.** Our Maintenance Services shall not include or be deemed to include repair or maintenance to:
- 6.4.1.** Equipment that is faulty or has failed due (in whole or in part) to or caused by:
- a.** fair wear and tear;
  - b.** the Customer's (including its agents or workers) acts, operating errors, omissions, or default;
  - c.** fluctuations in electrical power or failure in air-conditioning;
  - d.** any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by Midpoint;
  - e.** vandalism, fire, theft, water, or lightning;
  - f.** any defect or error in software loaded on to the equipment;
  - g.** failure by the Customer (including its agents or workers) to adequately maintain any equipment or operate it in accordance with the manufacturer's specifications, guidelines, or recommendations; or
  - h.** any attempt by the Customer or any third party other than Midpoint or its duly authorised agents to repair, reconfigure, reprogram, or otherwise alter the equipment or any equipment or cabling attached to it.
- 6.4.2.** Ancillary items, including but not limited to, answerphones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing; or
- 6.4.3.** The maintenance or repair of any extension wiring.
- 6.5.** In the event that Midpoint carries out any maintenance to any equipment which has, in its reasonable opinion failed or become faulty due (in whole or in part) to any of the circumstances in section 6.4, Midpoint shall be entitled to charge additional fees for costs incurred.
- 6.6.** Should an Openreach engineer be required, and charges are applied, the Customer will be liable for the engineering call out charge if:
- 6.6.1.** you provide an incorrect address;
- 6.6.2.** entry is refused to the premises, or access cannot be gained by the engineer;
- 6.6.3.** it was agreed with you that the premises had to meet certain requirements so we could carry out the work, and it doesn't meet these requirements;
- 6.6.4.** following the reporting of a fault, an engineer attends your premises and discovers the fault was not due to our Services or equipment or, the reported fault was not presented;
- 6.6.5.** there are no persons present who have been authorised by you to make decisions or answer questions necessary to fix the faults;
- 6.6.6.** when you cancel a request for an engineering visit later than 12 hours before the appointment slot;
- 6.6.7.** we could have fixed the issue without sending an engineer if you'd had the ability to connect to the router with wired (Ethernet) connection;
- 6.6.8.** an engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out; or
- 6.6.9.** any of the reasons listed in 6.6.1, 6.6.2 or 6.6.3.
- 6.7.** Midpoint cannot tell you if there is an engineer charge until the visit has been made to the premises.
- 6.7.1.** Engineer charges must be paid before they can be disputed with Openreach.
- 6.7.2.** If the dispute is successful, the charges will be credited back to the account the following month.
- 6.8.** Midpoint offers a Fault Cover Service which will cover any engineer charges for both line and broadband charges for £6.50 ex. VAT per month.
- 6.8.1.** Fault Cover does not cover the points shown in, 6.6.1, 6.6.2, 6.6.5, 6.6.6, 6.6.7 and 6.6.8.

**6.8.2.** This Service has a minimal term of 12 months when applied to an account. Should it be removed before this term, the Customer is liable for all engineer charges covered by the assurance.

**6.8.3.** Fault Cover can be used a maximum of 2 times per year.

**6.9.** Midpoint are not liable for fees incurred from third party engineers (including removing programming) and are not responsible for system maintenance or equipment.

**6.10.** Router Assurance provides a free replacement router in the event of a router fault or failure. This is limited as follows:

**6.10.1.** A maximum of 2 replacement routers will be supplied within any 12-month period.

**6.10.2.** Routers are configured remotely; if a site visit is required it will be chargeable.

**6.10.3.** Routers damaged by the Customer are not covered.

**6.10.4.** Our programming includes only basic configuration. Any complex configuration must be carried out on site.

**6.10.5.** Draytek routers provided for voice Services are not covered by Router Assurance.

**6.10.6.** Faults reported after 1pm will not result in a next day replacement.

**6.10.7.** Router Assurance will only cover the replacement of routers supplied by Midpoint.

**6.10.8.** Faulty or failed routers must be returned to Midpoint. Failure to return routers will be charged at £45.00.

**6.11.** The Customer is responsible for the return of routers and other hardware; we recommend sending them by tracker and/or recorded delivery.

**6.11.1.** Refunds will only be issued after the router or other hardware have been received and checked for any damage.

**6.11.2.** The Customer may submit the postal receipt including the tracking number for this to be credited back to the account.

**6.12.** Midpoint is only responsible for supplying a broadband signal and working line to the premises. Any internal configurations or set up, such as networking, equipment, printers etc, are the responsibility of the Customer.

**6.13.** The Customer must fulfil any checks requested by the faults team for us correctly diagnose and clear any faults.

**6.13.1.** If checks are not completed by the Customer, we are not liable for any disruptions of business, additional time taken to clear any faults and charges from Openreach due to this.

**6.14.** Midpoint does not have a facility for compensation for consequential losses from Openreach, e.g., loss of earnings, inconvenience, wasted time or third-party costs. There is no path or escalation path for us to claim recompense for non-Openreach engineer visits, inconvenience or wasted time spent, regardless of who is at fault.

**6.15.** The Customer is eligible to claim back Service charges while they are faulty. For example, if broadband is not working for 5 days, the Customer can receive 5 days of broadband credited back to the account. This is based on the monthly broadband cost.

**6.16.** If an engineer appointment is missed or is refused access, there will be a charge of £99.00 ex. VAT.

**6.17.** If the Customer wishes to connect Equipment to our Services on the Openreach network, other than using the main telephone socket, the Customer must get Midpoint's permission.

**6.18.** Any Customer Equipment must be:

**6.18.1.** technically compatible with the Service and not harm the network or another customer's equipment; and

**6.18.2.** connected and used in line with any relevant instructions, standards, or laws.

**6.19.** Midpoint is not responsible for any equipment not provided by them.

## **7. ACCESS TO AND PREPARING THE PREMISES**

**7.1.** The Customer agrees to prepare the Premises according to any instructions Midpoint and/or Openreach may give and provide Midpoint and/or BT with reasonable access to the Premises.

**7.2.** When Midpoint and/or Openreach's work is completed, the Customer will also be responsible for putting items back and for any re-decorating which may be needed.

**7.3.** If Openreach needs to cross other people's land or put Openreach Equipment on their property (for example a neighbour or landlord), the Customer agrees to obtain their permission.

**7.4.** Openreach will meet the Customer's reasonable safety and security requirements when on the Premises and the Customer agrees to do the same for Openreach.

**7.5.** The Customer agrees to provide, at its expense, a suitable place and conditions for BT Equipment and where required a continuous mains electricity supply and connection points.

**7.6.** The Customer agrees to look after any BT Equipment and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by BT or anyone acting on BT's behalf. Midpoint or anyone acting on Midpoint's behalf will look after the Customer's physical property as set out in section 6.

## **8. PRODUCTS - IP SERVICES**

**8.1.** Customers will be asked to complete and return an 'Agreement in Principle' (AIP) before an order can be placed. This may be sent electronically or physically.

**8.1.1.** The information on this must be correct and up to date as any mistakes will cause delays on the orders.

**8.1.2.** The information provided by the Customer will be taken as is, therefore Midpoint is not liable for any errors caused.

**8.1.3.** The AIP and/or LOA will form part of your contract for these Services as well as these Terms and the Order Confirmation.

**8.2.** IP Licences are contracted from the activation date until the Service has been either through transfer, termination or cease.

**8.2.1.** The Customer has up 48 hours before activation date to change their minds on whether to continue with the installation/upgrade. Once this has been activated, a full termination fee will be incurred.

**8.2.2.** Should cancellation be received after the 48-hour cut off, Midpoint cannot guarantee the cancellation process will complete as works may have already been carried out and it may be passed the point of no return, therefore the Customer will have to pay any cancellation fees to reverse this.

**8.3.** The Customer may call Midpoint to upgrade or add additional licences.

**8.3.1.** Upgrading the Services may take 2 working days.

**8.3.2.** Adding additional licences may take 10 working days, but the Customer can request this to be expedited, waiving their cooling off period.

**8.3.3.** Upgrading licence types or adding additional licences will renew the original contract term. This will be confirmed in an Order Confirmation.

**8.4.** The UK minute packages only include UK 01/02 numbers, some 03 numbers and UK mobile providers (T-Mobile (EE), Orange (EE), Vodafone, 3 and O2 only).

- 8.4.1.** Minute packages are applied per licence.
- 8.4.2.** Any calls outside of this package will be charged on a pence per minute basis.
- 8.5.** Hardware is contracted from the date of delivery.
- 8.5.1.** If the Customer changes their mind, they must pay the full contract term of the handsets plus a termination, restocking and cleaning fee.
- 8.5.2.** Hardware paid upfront is owned by the Customer and property of the Customer. They cannot be returned unless faulty and in warranty. See section 6.11 regarding hardware returns.
- 8.5.3.** Hardware paid monthly will be subject to their own contractual terms.
- 8.6.** Any additional handsets during the contractual term will have their own term and not affect the existing Service contract.
- 8.7.** Should any hardware need to be exchanged, equipment must be in the original packaging, un-damaged and all components are present.
- 8.7.1.** Returned hardware must be tracked with proof of postage and returns form enclosed. See section 6.11 regarding hardware returns.
- 8.7.2.** If hardware is not received by Midpoint, without proof of postage this is classed not returned.
- 8.7.3.** Midpoint is not liable for lost hardware.
- 8.8.** Customer has full access to the Service portal. User guides will be provided, and the support team can assist with any set up requirements.
- 8.8.1.** If the Customer requires any changes to be made to call direction, diversions, forwarding etc. they can make these changes via the portal or call the support team to make the changes on their behalf.
- 8.8.2.** Midpoint require a minimum of 4 hours of any changes made via email or 1 hour via telephone. Changes may occur faster but a longer notice period from the Customer ensures that changes are made in time of requirement.

## **9. PRODUCTS – WLR SERVICE**

- 9.1.** The Annual Upfront Line Rental is the most discounted line rental option available. This is only available with the below limitations.
- 9.1.1.** The Annual Upfront Line Rental is paid annually in advance each year.
- 9.1.2.** The Customer will be notified when this is due to be renewed to give them a minimum of 30 days' notice to opt for the alternative monthly product. Should the Customer not opt to change this, the line rental will be renewed for a further 12-month fixed term.
- 9.1.3.** The 12-month term will be added to the existing contract term to continue with the discounted rate.
- 9.1.4.** If the Customer chooses to revert to the Monthly line rental at the standard rate, they must inform Midpoint at least 10 days before the renewal is due. This date will be given in the notification of renewal. In doing this, the contract will remain on the existing term.
- 9.1.5.** Any notice received after the 10 days / or the date given, cannot be accepted.
- 9.1.6.** This is only available to existing WLR Customers.
- 9.1.7.** The Annual Upfront Line Rental is no longer available to new customers, due to the WLR Switch Off.
- 9.2.** A Monthly Line Rental will be applied to each telephony and/or ADSL / FTTC broadband services unless opted for The Annual Upfront Line Rental or an inclusive package / bundle.
- 9.3.** A Care Level maintenance agreement will be in place on each line.
- 9.3.1.** Midpoint offer 4 different Care Level options, based on Openreach engineer response timings, which can be found on our website and Faults and Maintenance Policy.
- 9.3.2.** The Care Level maintenance will transfer like for like from any previous provider or be applied as the standard level 2 unless agreed otherwise.
- 9.3.3.** A Care Level can be adjusted throughout the contractual period without updating the term. The adjustment will be placed on the last day of the month.
- 9.3.4.** Should the Customer wish to fix their fault within an escalated time outside of their maintenance agreement, this can be done, but charges will apply. Fees may vary depending on time frame fixate requested by the Customer.
- 9.4.** Call features such as Call Minder 1571, Call Waiting and Ring back, and all other various additional features, called select services are offered by Midpoint, at a discounted rate compared to BT Retail and are billed monthly in arrears.
- 9.4.1.** A Discounted Feature Bundle will be applied to all telephone lines at £3.50. This includes Call Divert, Caller Display and Ring Back features.
- 9.4.2.** The customer can opt out of any additional features within the contract period. Such as call features, itemised billing, and fraud defence.
- 9.4.3.** Our Fraud aware service is applied to all new customers and is free for the first month. If the customer does not wish to continue with the Fraud Aware Service, then they will need to contact our customer services department to opt out. Fraud Aware is charged at £2.90 ex VAT per calendar month.
- 9.4.4.** Once the customer has requested to be opted out, the services will be removed from the following invoices.
- 9.4.5.** Additional services cannot be back dated due to being already supplied.
- 9.5.** Any agreed call packages are deducted on a per second basis and reset each month whether used or not.
- 9.5.1.** Calls made outside of the call packages are subject to a connection charge.
- 9.5.2.** A fair usage policy applies to all unlimited call packages. Midpoint reserves the right to switch customers with excessive call volume (e.g., Telemarketers, etc.) to a more appropriate tariff at any time with notice to the customer, given them the opportunity to decline.

## **10. PRODUCTS – MOBILE SIM ONLY**

- 10.1.** Midpoint may offer the Customer a SIM only mobile package with varying tariffs.
- 10.2.** Each mobile SIM will be subject to its own contractual term and will not be tied to any other contractual services with Midpoint, unless otherwise agreed.
- 10.3.** Midpoint may transfer your telephone number from the previous provider with a PAC code.
- 10.3.1.** The PAC is to be provided by the Customer.
- 10.3.2.** Midpoint will not have any direct correspondence with the previous provider, all contact is made via an electronic portal.
- 10.4.** The Customer may upgrade their tariff at any point within their contract term, at no additional charge, but the term will be renewed when the upgrade has taken place.
- 10.4.1.** Bolts On services are not included – temporary bolt on services will not update the contract term.
- 10.5.** Should the Customer go over the agreed data, minutes, or texts, Midpoint will inform the Customer that this has happened. This may take up to 3 working days for Midpoint to be aware of this depending on the chosen carrier.
- 10.5.1.** A bolt on service may be added to avoid additional charges.
- 10.5.2.** If the usage continues without a bolt on or restriction against this, an overage fee shall be applied.
- 10.6.** Single User Tariffs will include:



- 10.6.1.** Roam Like at Home (RLAH), see section 10.7. Standard out of bundle rates apply.
- 10.6.2.** 5G enabled and ready. Only available in areas that can receive 5G.
- 10.6.3.** Inclusive minutes can be used to call UK landlines starting 01, 02 and 03, and UK mobiles starting 07, subject to fair usage of 10,000 minutes.
- 10.6.4.** Inclusive texts can be used to send a text in the UK to a UK mobile and whilst roaming in a RLAH country to send a text to a UK or RLAH country mobile.
- 10.6.5.** Inclusive data can be used in the UK and RLAH. Data allowances are uncapped; when the data allowance is used, customers will be charged a standard out of bundle rate of 5p per MB. Fair usage policies apply.
- 10.6.6.** Standard Roaming Charges will be included with your mobile contract.
- 10.7.** Roam like at Home (RLAH) is a roaming package which allows you to use your inclusive texts, minutes, and data while out of the UK, in Zones 1 and 2, for calling the UK, calling in country, calling in zone, receiving a call and sending an SMS.
- 10.7.1.** Calls out of Zone and sending an MMS while in Zones 1 & 2 are not included in RLAH.
- 10.7.2.** Zones 3, 4, 5 & 6 are not included in RLAH.
- 10.7.3.** Zone 1 includes Ireland.
- 10.7.4.** Zone 2 includes Andorra, Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus (Greek), Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovak Rep, Slovenia, Spain, Sweden, Switzerland, Vatican City.
- 10.7.5.** Zone 3 includes Albania, Algeria, Bosnia, Cyprus (North), Libya, Macedonia, Montenegro, Morocco, Serbia, Tunisia, Turkey.
- 10.7.6.** Zone 4 includes Alaska, Canada, Cocos Islands, Hawaii, Northern Mariana Islands, United States of America (USA).
- 10.7.7.** Zone 5 includes Australia, Christmas Island, Hong Kong, Japan, Malaysia, New Zealand, Singapore, South Africa.
- 10.7.8.** Zone 6 includes Abkhazia, Afghanistan, American Samoa, Angola, Anguilla, Antarctica, Antigua and Barbuda, Argentina, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belize, Benin, Bermuda, Bhutan, Bolivia, Bora Bora, Botswana, Brazil, British Virgin Islands, Brunei, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Rep, Chad, Chile, China, Colombia, Comoros, Congo, Congo (DRO), Cook Islands, Costa Rica, Cuba, Curacao, Diego Garcia, Djibouti, Dominica, Dominican Republic, East Timor, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands, Fiji, French Guiana, French Polynesia, French West Indies, Gabon, Gambia, Georgia, Ghana, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guinea Bissau, Guyana, Haiti, Honduras, India, Indonesia, Iran, Iraq, Israel, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, North Korea, South Korea, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Macau, Madagascar, Malawi, Maldives, Mali, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Mexico, Micronesia, Moldova, Mongolia, Montserrat, Moorea, Mozambique, Myanmar, Namibia, Nauru, Nepal, New Caledonia, Nicaragua, Niger, Nigeria, Niue, NLD Antilles, Norfolk Island, Oman, Pakistan, Palau, Palestine, Panama, Papua, New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Qatar, Reunion, Russia, Rwanda, Sao Tome & Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Solomon Islands, Somalia, Sri Lanka, St Helena, St Kitts, St Lucia, Saint Maarten, St Pierre & Miquel, St Vincent, Sudan, South Sudan, Suriname, Swaziland, Syria, Tahiti, Taiwan, Tajikistan, Tanzania, Thailand, Togo, Tokelau, Tonga, Trinidad and Tobago, Turkmenistan, Turks and Caicos, Tuvalu, Uganda, Ukraine, United Arab Emirates (UAE), Uruguay, US Virgin Islands, Uzbekistan, Vanuatu, Venezuela, Vietnam, Wallis & Futuna, Western Samoa, Yemen, Zambia, Zimbabwe, Ships/ferries/Airplane networks
- 10.8.** Mobile SIM customers can apply the World Travel Select (WTS) package to each number, allowing users full access to their UK bundles and allowances while roaming worldwide for just £7.50 per day.
- 10.8.1.** WTS Service includes: Afghanistan, Albania, Andorra, Anguilla, Antigua and Barbuda, Argentina, Armenia, Aruba, Australia, Bahrain, Barbados, Bangladesh, Bermuda, Bosnia and Herzegovina, Bonaire, Brazil, British Virgin Islands, Cambodia, Canada, Cayman Islands, Chile, China, Columbia, Costa Rica, Curacao, Democratic Republic of Congo, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Fiji, Georgia, Ghana, Grenada, Guam, Guatemala, Guyana, Haiti, Honduras, Hong Kong, India, Indonesia, Israel, Japan, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Laos, Lesotho, Macau, Macedonia, Malaysia, Mexico, Moldova, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, New Zealand, Nicaragua, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Qatar, Russia, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent, Saudi Arabia, Serbia, Singapore, Sint Eustatius, Sint Maarten, South Africa, South Korea, South Sudan, Sri Lanka, Suriname, Swaziland, Taiwan, Tanzania, Thailand, Tonga, Trinidad and Tobago, Turks and Caicos Islands, Ukraine, United Arab Emirates, Uruguay, USA, US Virgin Islands, Uzbekistan, Vanuatu, Vietnam, Western Samoa.
- 10.8.2.** Any usage will be debited from your UK bundled allowance - If you exceed your UK allowances, you will be liable to roaming pence per minute rate.
- 10.8.3.** If you make a call out of country, this will be chargeable at standard roaming rates.

## **11. PRODUCTS – BROADBAND**

- 11.1.** Midpoint can only provide the Broadband Services in areas of the United Kingdom in which we or our supplies are technically able to offer Broadband Services from time to time.
- 11.2.** Upon activation of the Broadband Service, the Customer accepts it may experience a temporary loss of its existing line during the transfer period.
- 11.3.** To use the ADSL / FTTC Broadband services, the Customer needs an existing analogue telephone line on the Openreach network, unless we inform you otherwise in writing.
- 11.3.1.** The Customer must also ensure that compatible cables and extension leads are used to and from the telephone socket, router or modem, and PC to use the Broadband Service.
- 11.3.2.** The Customer acknowledges that we are dependent upon certain third parties to install and provide the Broadband Services to you.
- 11.4.** Midpoint will order the Broadband Services agreed with the Customer, based on the requirements and existing services that the Customer has given Midpoint at the point of sale.
- 11.4.1.** Midpoint is not reasonable if the Broadband ordered if not fit for purpose if they have not been fully informed of Business requirements and previous service before point of order.
- 11.4.2.** Should the Customer require any additional or alternative products, Midpoint will supply these alongside the existing services put in place, unless agreed otherwise.
- 11.4.3.** The Customer agreed to pay for any services provided or costs to switch services while in the contractual period.
- 11.5.** Midpoint cannot guarantee that any Broadband Service connection will operate at data transfer speeds set out in an Order, Schedule, Price Guide or otherwise.

- 11.5.1.** The Customer acknowledges and affirm that there may be technical limits that prevent us from delivering an operational service to you.
- 11.5.2.** Midpoint will endeavour to provide Broadband Services to you at the access rate you choose but due to;
- a. Congestion within the network
  - b. the ability of your BT line to carry data services.
  - c. the distance from the exchange
- the speed of service may be reduced at times.
- 11.5.3.** Midpoint will always ensure that the Customer is getting the best possible speed and service available on the existing Broadband Service.
- 11.6.** Midpoint may provide the Customer with a pre-configured router.
- 11.6.1.** All our routers come with Router Assurance (see section 6.10) unless the Customer has opted out of this service.
- 11.6.2.** Routers purchased directly from Midpoint will receive technical support within their warranty period.
- 11.6.3.** Technical support for modems or routers acquired from any other source is therefore the responsibility of the manufacturer.
- 11.7.** To prevent spam from entering and affecting the operation of the Network and Broadband Service, Midpoint or a Third-Party Operator may;
- 11.7.1.** take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature or part of a bulk e-mail transmission; and
  - 11.7.2.** use within its systems virus screening technology that may result in the deletion or alteration of email or email attachments, but Midpoint does not warrant that such technology will be effective against all virus attacks or unsolicited emails.
- 11.8.** In using our Broadband Service, you agree to comply with our Acceptable Use Policy.

## **12. PRODUCTS – 4G / 5G MOBILE BROADBAND**

- 12.1.** Midpoint works for the three main mobile networks in the UK, 3, O2 and Vodafone.
- 12.1.1.** Midpoint will check the network coverage for the Customer to ensure that they are getting the strongest signal for their Mobile Broadband. Alternatively, the Customer may receive a Multi-Net SIM which will swap between networks to give the greatest output available at any given time.
- 12.1.2.** Should the Customer use the service at another alternative location, the Customer understands that the signal may differ, and this can affect the speeds available.
- 12.1.3.** Network coverage given at Agreement will be based on the location given by the Customer.
- 12.2.** This contract will come into force immediately upon Service / Hardware / Equipment delivery to the Customer and will remain in force for the Initial Term and renew for further terms of equivalent length of the Initial Term upon expiry of the Initial Term unless and until terminated in accordance with section 19.
- 12.3.** Subject to these Conditions, Midpoint will connect and maintain the connection of the Equipment to the System and subject to the geographical coverage of the System from time to time and any other limiting factors not under the Midpoint's control, Midpoint will use its reasonable endeavours to make the Mobile Network Services available to the Customer throughout the term of the Contract.
- 12.3.1.** The Customer recognises and acknowledges that the Mobile Network Services depend on the availability of the Systems, which may from time to time by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Systems may fail or require maintenance without notice.
- 12.3.2.** Midpoint bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- 12.4.** Midpoint aims to offer the Services continuous and fault free. However, the suspension of the Services will be possible for the below reasons;
- a. the Services are being updated, under maintenance, improved and / or altered;
  - b. the Services are being repaired after a malfunction, fault or damage;
  - c. the Third-Party Service Providers are suspending the services supplied to Midpoint;
  - d. any government body, authority or regulatory organism requires the suspension of the Services;
  - e. an emergency arises or Midpoint has to take any other action that it reasonably considers necessary as a prudent provider of the Services;
  - f. Midpoint deals with an actual or suspected security breach, virus and/or any misuse.
- 12.4.1.** Any suspension of the Services will be done in a way that minimises the downtime and, where possible, will be carried out at a suitable time in order to affect as little as possible the rights of the Customer.
- 12.4.2.** Whenever possible, a notice to the Customer will be sent twenty-four hours prior to any suspension of the Services.
- 12.4.3.** The Company may at any time immediately suspend all or part of the services it provides until further notice without incurring any liability:
- a. if it is obliged to comply with an order, instruction or request of Government, or emergency services organisation, or other competent administrative authority;
  - b. it needs to carry out work related to exceptional upgrading or maintenance of its facilities where those facilities must cease operation at or about the time;
  - c. in order to prevent damage or degradation of Midpoint's contracting party's network integrity which may be caused by whichever reason;
  - d. for a violation of Midpoint's acceptable use policy or for other behaviour that in Midpoint's reasonable discretion may be deemed to be illegal;
  - e. in order to protect Midpoint, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by the Customer; or
  - f. in case of notifications or signs of fraud or abuse of services.
- 12.5.** The Customer will promptly notify Midpoint, by phone and/or in writing in the event of loss or theft of the Equipment.
- 12.6.** The Customer acknowledges that Midpoint will accept, and act on behalf of, any instruction received from the Customer, and accept and rely on any additional orders placed with Midpoint, regardless of authority and/or position, unless levels of authorisation have been pre-advised to Midpoint in writing in accordance with the Customer's bespoke ordering procedures.
- 12.7.** Portability and migration requests of mobile numbers do not relieve the Customer from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under this Contract.

### **13. MISUSING THE SERVICE**

**13.1.** The Customer acknowledges that it is strictly forbidden to use the Service:

**13.1.1.** To make offensive, indecent, menacing, nuisance, or hoax calls.

**13.1.2.** Fraudulently, or in connection with a criminal offence.

**13.2.** The Customer agrees to take all reasonable steps to make sure that this does not happen. The action Midpoint can take if this happens is explained in section 17. If a claim is made against Openreach and/or Midpoint because the Service is misused in this way, the Customer must reimburse Midpoint in respect of any sums Midpoint is obliged to pay and any additional costs incurred.

### **14. BILLING**

**14.1.** Midpoint will send the Customer their first invoice shortly after the Service begins, and then at regular intervals, usually every month. There may be occasions that Midpoint may send the Customer an invoice at a different time such as for an upgrade, cease, termination or for additional equipment.

**14.2.** Midpoint will send invoices for the Services provided to the Customers previously chosen preference, either electronically or physically.

**14.2.1.** The email address will be taken from the Agreement in Principle or Verbal Agreement provided by the Customer.

**14.2.2.** If the Customer is not receiving the invoices for any reason, it is the Customer's responsibility to notify Midpoint for it to be upgraded.

**14.3.** Midpoint reserves the right to charge a monthly bill production for paper billing. If the Customer chooses to receive a paper bill, then a production charge of £2.50 ex. VAT will be added to the invoice. There will be no charge to receive a bill by email.

**14.3.1.** The Customer can choose to receive invoices via email instead at any time.

**14.4.** Payments may be made via direct debit, cheque, and bank transfer, free of charge.

**14.4.1.** Payments may over the phone will be charge at £2.00 ex. VAT plus 2.5% of the transaction total.

**14.5.** Direct Debits are taken on or just after 21st of each month, normally at least 7 days from the date of invoice. You must pay all charges and line rental by this date. If we have not received payment of your bill by the due date, you may incur late fees and risk Service restriction, as set out in section 19.

**14.5.1.** If the Customer's direct debit does not clear, Midpoint will charge for each failed direct debit collection.

**14.5.2.** Any failed direct debit charges will be automatically rescheduled for resubmission. The Customer will be notified of the new charge date.

**14.5.3.** Payments will be retried 4 times before being cancelled.

**14.6.** The Customer agrees to pay all charges for the Service whether the Service is used by the Customer or someone else and upon receipt of Midpoint invoice.

**14.7.** If you believe that you have been billed incorrectly or that there is an error on your invoice, the Customer will inform Midpoint, but the bill will be paid in the meantime while Midpoint reviews this. Should we find an error, you will receive credit on the next invoice.

### **15. CHARGES**

**15.1.** The Customer agrees to pay all charges for the Services provided by Midpoint as shown in the Standard Price List, Tariff Agreed, or any other charges agreed as calculated using the details recorded by Midpoint.

**15.2.** Unless section 16.3 applies, rental charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears. Where possible the charges will appear on the Customer's next invoice but if this is not possible, they may appear on a subsequent invoice.

**15.3.** If the Customer orders a temporary Service, Midpoint may invoice the Customer for the rental charge in advance for the whole period of the temporary Service.

**15.4.** In some cases, the Customer may need to pay a deposit or provide a guarantee as security for paying future charges.

**15.5.** 5p call connection charge applies to all calls except international and mobile calls where the connection charges of 10p or 12p apply. All prices quoted are ex VAT.

**15.6.** Mobile rates refer to calls to: T-Mobile (EE), Orange (EE), Vodafone, 3 and 02 only.

**15.7.** Local and National packages include only 01 and 02 numbers.

**15.8.** An Openreach transfer charge of £15.00 will be applied to WLR line transfers once the Service transfer has completed.

**15.9.** If the Customer exceeds the usage allowance on the broadband package, Midpoint will notify the Customer and increase the allowance by 1GB charged at £2.50 ex VAT until month's end.

**15.9.1.** Should the Customer exceed the additional usage allowance, Midpoint will continue to provide additional usage until month's end.

**15.10.** Should payment not be received:

**15.10.1.** Within 7 calendar days of the invoice due date, we will add a late payment charge to your next bill.

**15.10.2.** Within 15 calendar days of the invoice due date, the broadband Service will be restricted if applicable and a further late fee will be incurred.

**15.10.3.** Within 28 calendar days of the invoice due date, the telephone Services will be restricted.

**15.10.4.** A charge will be applied to your account for the temporary restriction placed on the telephone Services.

**15.11.** Regular Service charges will continue to be charged during any period of restriction.

**15.12.** Should payment become more than 10 days overdue, 3 months consecutively, the late fee will be increased.

**15.13.** If no payment has been received from the Customer over a four-month period, the line may be ceased to stop any further fees or charges being incurred to the Customer or Midpoint.

**15.13.1.** The Customer will incur a full termination when the Services are ceased due to non-payment, in line with the remainder of the contract.

**15.14.** The Customer will pay any reasonable costs that Midpoint incurs when recovering any amount that the Customer owes to Midpoint, including debt collection agency and legal costs.

**15.15.** On termination of this agreement for whatever reason, you will immediately pay any outstanding invoices, including late and termination fees.

**15.16.** Midpoint is not liable for the loss of the number(s) or any Services.

### **16. PRICES**

**16.1.** The Fixed Rate Guarantee is affective during the minimum contractual term, covering all fixed charges including line rental, broadband and call packages.



**16.1.1.** These Charges may be amended in April of each year, by introducing an increase to all or any Charges by a percentage up to or equal to the Office for National Statistics' (or such other body to which the functions of that office may be transferred) UK Consumer Prices Index (CPI) rate for December of the previous year (published in January) plus 3.9%. If the CPI rate is negative, Charges will be increased by 3.9%. If the CPI is not published for the given month, Midpoint may use a substituted index published by that office for that month.

As an example: Based on a) an increase of 9.3% being the CPI rate for December 2021 of 5.4% plus 3.9%, and b) Charges of £50 per month, the Customer's Charges would increase to (£50.00 x 1.093) £54.65 from its first April invoice. Following price increases would be calculated on the relevant CPI rate, but assuming the same rate, the Customer's Charges would increase to (£54.65 x 1.093) £59.73 from its second April invoice.

**16.1.2.** These changes / amendments will not affect your contractual term.

**16.2.** The Customer will be given notice should any changes or amendments be made to their Charges.

**16.3.** Discounts quoted are for comparative purposes and guidance only and do not constitute any contractual representation or warranty. Liability for errors, omissions or consequential loss is expressly disclaimed. Prices shown exclude VAT, discounts, special offers, promotions, charges etc.

## **17. SUSPENSION OF SERVICE**

**17.1.** Midpoint may restrict or suspend any Service:

**17.1.1.** For any maintenance, modifications, or technical failure of the Network or Service.

**17.1.2.** To safeguard the security and integrity of the Network.

**17.1.3.** For any breach of the Customer's obligations under this Contract, or any failure to pay Midpoint pursuant to the terms of any other contract between the Customer and Midpoint.

**17.1.4.** If the Customer becomes subject to any of the events listed in this section, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

**17.1.5.** If Bankruptcy or insolvency proceedings are brought against the Customer; or if the Customer does not make any payment under a judgment of a Court on time or arranges with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or the Customer goes into liquidation; or a corresponding event under Scottish law.

**17.2.** Midpoint shall keep all suspensions to a minimum and shall give the Customer prior notice of suspensions where reasonably practicable.

**17.3.** If Midpoint restricts or suspends the Service due to non-payment:

**17.3.1.** The Customer will continue to be liable to pay the Charges for the Service until the Service ends.

**17.3.2.** Midpoint may charge the Customer to start the Service again.

## **18. CHANGES TO THIS CONTRACT**

**18.1.** Midpoint may change the Conditions (including the charges in the price list) to remain competitive. Any charges will be notified in writing and do not affect your fixed rate agreement.

**18.2.** Midpoint will inform the Customer of any changes to the Conditions with a minimum of 30 days' notice.

**18.2.1.** This includes Service and call charges, process changes and any other changes related to the Contract.

**18.2.2.** Midpoint shall send the Customer the latest copy of the Conditions upon request.

**18.3.** Any changes to the line rental, broadband, account names or premise location will renew the contract terms for the original term.

**18.4.** The Customer must give Midpoint the correct notice, as set out in section 20, for any requested changes to the Contract.

## **19. TERM & TERMINATION**

**19.1.** This contract shall commence on the Live Date and shall continue until:

**19.1.1.** it is terminated in accordance with its terms; or

**19.1.2.** Midpoint is no longer providing any Services to the Customer and there are no outstanding orders or invoices for Services provided, cancellation, termination or installation charges or hardware provided.

**19.2.** Either party may terminate the contract at any time by giving:

**19.2.1.** a minimum of 90 days' notice in respect of any Service based on ethernet, DIA, EFM, FTTC, FTTP or IP.

**19.2.2.** a minimum of 30 days' notice for any other Service.

**19.2.3.** If the correct notice is not given, Midpoint will charge for all Services that are or would have been performed during the Notice period set out in section 20.2.

**19.2.4.** Should the Customer's Service remain active with Midpoint after the notice period has passed, the Services will remain chargeable until the transfer or cease order has completed.

**19.2.5.** Midpoint are not responsible for setting the date of a transfer of Services to another provider, this lies with the Gaining Provider.

**19.3.** If the Customer terminates all or part of their contract with Midpoint during their minimum contractual period, they must pay the Termination Charges.

**19.3.1.** For an IP solution or analogue telephone Service (such as PSTN, ISDN, Multiline and LLU line), the termination fee is equal to the remaining line rental or licence and call packages plus the recovery of any costs to Midpoint, payable for the remaining time of the contract.

**19.3.2.** For a broadband Service, the termination fee is the remainder of the full cost of the broadband package for the remainder of the contract term plus the recovery of any costs to Midpoint for the disconnection of the broadband on the account.

**19.3.3.** The Customer will forfeit any Service charges or equipment paid in advance.

**19.4.** All monthly paid hardware still within their minimum term must be paid up to date plus the recovery of any costs to Midpoint for the early disconnection.

**19.5.** Any termination fees must be paid for the account to be closed fully.

**19.6.** The Customer can cease their Services by giving the notice periods in section 19.2. Any third-party termination or disconnection fees that are charged to Midpoint will be passed to the Customer.

**19.6.1.** Midpoint reserves the right to charge the termination fee in full for a cease line while in the contractual term, should it be ceased due to non-payment as set out in section 17.

**19.6.2.** The cease charge must be received by Midpoint in full and all outstanding invoices paid before this can be actioned.

**19.6.3.** Services will continue until payment of the cease charge has been received.

**19.6.4.** The cease can take up to 30 days to complete.

**19.7.** Midpoint will make Customers aware of the end of their contractual term 90 days prior by their chosen contact method, (electronic or physical). This will include:

**19.7.1.** the date on which the minimum term ends;

**19.7.2.** how to terminate the contract and any notice required after the minimum term of the contract;

**19.7.3.** itemised Services being provided by Midpoint;

**19.7.4.** any changes coming into effect after the minimum term of the contract; and

**19.7.5.** the options available to the Customer after the minimum term of the contract.

**19.8.** Any new installations to an existing account are bound by the contract terms of the original agreement and will update the contract term.

**19.8.1.** If the new install is set up as new account, then the new line will be in a term agreed as per the order.

**19.9.** Mobile SIM only – if a Mobile SIM customer wishes to terminate their agreement, this may be done via phone or email.

**19.9.1.** Terminating the agreement before the end of the minimum term will result in a fee of 100% of the remaining contract.

**19.9.2.** The Customer must give a minimum of 30 days' notice to cancel the existing agreement.

**19.10.** If LLU Transfers or new Installation engineer appointments are not cancelled within the 14 days cooling off period, they are chargeable from midnight on the live date.

**19.10.1.** If the engineer appointment is missed or sent away, there will be a charge of £99.00 exc. VAT.

**19.10.2.** The Customer must notify us if they wish to reschedule or cancel an appointment with as much notice as possible as they can go past the point of no return.

**19.10.3.** Notification given less than 24 hours prior to appointment slot may not be able to be changed due to being past the point of no return.

## **20. NOTICE**

**20.1.** Both parties must give the correct notice period for any changes or modifications on the account. Notices are required for numerous reasons:

**20.1.1.** Moving premises/internal relocation – a minimum of 10 working days.

**20.1.2.** Service Cease/transfer – as stated in section 19.2.

**20.1.3.** New installations required – a minimum of 10 working days.

**20.1.4.** Additional features to be added – same day (within office hours).

**20.1.5.** Removal of features – 30 days' notice, unless agreed otherwise.

**20.1.6.** Change of call packages – 30 days' notice.

**20.1.7.** Change of ownership/account management – we must be made aware immediately.

**20.2.** The Customer must make Midpoint aware of any changes to the business name or premises so that the account remains up to date.

**20.3.** Should the parties need to write to each other, they must do so as follows:

**20.3.1.** To Midpoint at the address shown on the bill or any address which Midpoint provides to the Customer.

**20.3.2.** To the Customer at the address to which the Customer asks Midpoint to send invoices, the address of the Premises or, if the Customer is a limited company, its registered office, unless provided with an alternative.

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

**20.4.1.** delivered to the other party personally; or

**20.4.2.** sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in the Order Form (where sent by Midpoint); or

**20.4.3.** sent by email to hello@midpointcommunications.co.uk (where sent by the Customer) or to the billing email address set out in the Order Form (where sent by Midpoint); or

**20.4.4.** sent to such other address or email address as a party may have specified to the other party in writing in accordance with the section 20.3.2.

**20.5.** Any notice or other communication shall be deemed to have been duly received if delivered personally when left at such address or, if sent by prepaid post or recorded delivery at 9:00am on the second Business Day after posting or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. Notices sent by email will be deemed served one Business Day after transmission.

**20.6.** The provisions of this section shall not apply to the Service of any proceedings or other documents in any legal action.

## **21. LIMITS OF LIABILITY**

**21.1.** Midpoint will not be liable if it fails to do something under the Contract, to the extent that its failure is due to:

**21.1.1.** the Customer's failure to carry out, delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Midpoint for any costs and losses sustained or incurred as a result of such failure or delay;

**21.1.2.** anyone other than Midpoint or one of its subcontractors or suppliers doing something, or not doing something, they need to do; or

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

**21.2.** Subject to section 21.3:

**21.2.1.** Neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connect with the Contract for:

a. any loss of profits, sales, business, or revenue;

b. loss or corruption of data, information, or software;

c. loss of business opportunity;

d. loss of anticipated savings;

e. loss of or damage to goodwill; or

f. any indirect or consequential loss.

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

a. the amount paid by the Customer to Midpoint under the Contract in the 12 months prior to the date the loss arose; or

b. £10,000.

**21.3.** Nothing in these conditions shall limit or excluding Midpoint liability for:

**21.3.1.** death or personal injury resulting from negligence of its employees, agents, or subcontractors;

- 21.3.2.** fraud or fraudulent misrepresentation; or
- 21.3.3.** any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.
- 21.4.** The Customer's obligations to make payments to Midpoint pursuant to the Contract are in addition to and will not be counted towards the limitations set out in section 21.2.2.
- 21.5.** Midpoint cannot guarantee that the Service will never be faulty. However, Midpoint accepts liability if it is late in providing the Service or repairing a Service Failure as set out in the terms of this Contract.
- 21.6.** Each provision of this Contract that excludes or limits Midpoint liability operates separately. If any part is disallowed or is not effective, the other parts will still apply.
- 21.7.** Section 21 shall survive termination of the Contract.

## **22. MATTERS BEYOND MIDPOINT'S REASONABLE CONTROL**

- 22.1.** Sometimes Midpoint may be unable to do what it has agreed because of something beyond its reasonable control.
- 22.2.** If this happens, Midpoint is not liable to the Customer. However, Midpoint will try to provide Call Diversion to the Customer. If Midpoint cannot do this then the Customer is entitled to a rental refund for any whole or part day, that there is a Service Failure.
- 22.3.** The Customer must ensure they have reviewed their contractual obligations from their current supplier. We can in no way be held accountable for any early termination fees that may be issued from the old supplier because of a transfer to Midpoint.

## **23. AVAILABILITY**

- 23.1.** Standard Support Hours
- 23.1.1.** Unless expressly stated otherwise in an Order or Schedule, Midpoint standard support hours for the provision of on-site support Services 9:00am to 5:30pm (less one hour for lunch) on Mondays – Thursday and 9:00am to 5:00pm on Fridays, excluding Bank Holidays.
- 23.1.2.** Engineers will work on varying shift patterns within the hours stated above. This means that individual engineers do not necessarily work from 9:00am – 5:30pm daily.
- 23.2.** Out of Hours – subject to agreement in advance (including as to additional charges), Midpoint can provide remote support outside of Standard Support Hours
- 23.3.** The Customer is responsible for giving Midpoint authority to deal with its third-party suppliers on behalf of the Customer. When such authority has not been provided, the support that can be provided by Midpoint may be limited.
- 23.4.** When remote support cannot resolve an incident and on-site support is required, the on-site visit will take place during Standard Support Hours within any agreed response times.
- 23.5.** When a Customer has an incident that is being worked on but remains unresolved at close of Standard Support Hours, support will resume when Standard Support Hours re-open.

## **24. GOODS – ORDERING AND DELIVERY**

- 24.1.** The Customer is responsible for ensuring that the Goods are correct and appropriate for the Customer's intended use and requirements.
- 24.1.1.** The Customer must inform Midpoint of any uses that they may have that may affect the usage of the Goods and/or Services.
- 24.2.** Midpoint reserves the right to amend the specification or model of any of the Goods if required by any applicable statutory or regulatory requirements, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the date of the Order and the time of despatch. Midpoint will endeavour to ensure that any such substituted Goods will be of equal or better quality.
- 24.3.** Any lead times or dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence. The Goods may be delivered by Midpoint in advance of any dates quoted for delivery of the Goods.
- 24.4.** Delivery of the Goods shall be completed on the arrival of the Goods at the relevant Site or other address agreed between the Customer and Midpoint.
- 24.5.** The Customer is under a duty to inspect the Goods on delivery.
- 24.6.** Delays in the delivery of Goods shall not entitle the Customer to:
- 24.6.1.** Refuse to take delivery of the Goods.
- 24.6.2.** Claim damages.
- 24.6.3.** Terminate all or part of the Contracts.
- 24.7.** Midpoint shall have no liability for any failure to deliver, or delay in delivering, the Goods to the extent that any failure is caused by a Force Majeure Event, the Customer's failure to provide Midpoint with adequate delivery instructions for the Goods or the Customer's failure to comply with any reasonable instruction related to the delivery of the Goods.
- 24.8.** If the Customer fails to take delivery of the Goods within 3 Business Days of Midpoint notifying the Customer that the Goods are ready and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the date quoted from delivery;
- 24.8.1.** delivery of the Goods shall be deemed to have been completed at 9:00am on the fourth Business Day following the day on which Midpoint notified the Customer that the Goods were ready; and
- 24.8.2.** Midpoint shall store the Goods until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 24.9.** If 5 Business Days after Midpoint notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Midpoint may resell or otherwise dispose of part or all of the Goods.

## **25. GOODS – WARRANTIES, REPLACEMENTS AND RETURNS**

- 25.1.** The Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (Manufacturer's Warranty). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).
- 25.2.** Except as provided in this section, Midpoint shall have no liability to the Customer in respect of the failure of Goods to comply with the applicable Manufacturer's Warranty.
- 25.3.** Subject to section 25.4 and any additional terms set out in a Schedule, Midpoint shall not be under any obligation to exchange, repair or replace Goods or provide any refunds.

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

**25.4.1.** The Customer should report the fault to the Midpoint Support team on 01908 665200 or by email at support@midpointcommunications.co.uk.

**25.4.2.** The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Midpoint at the Customer's cost and risk by such post or courier Services as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Midpoint, Challenge House, Sherwood, Bletchley, MK3 6DP (or as otherwise directed by Midpoint).

**25.4.3.** Midpoint shall inspect the returned Goods and may return them to the manufacturer.

**25.4.4.** Midpoint may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:

- a. provide replacement Goods (subject to section 25.5); or
- b. refund such sum as Midpoint reasonably considers to be the current market value of the faulty Goods.

**25.5.** The Customer acknowledges that, where it is determined (either by Midpoint acting reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty the Customer remains liable for any sums outstanding in respect of such Goods and:

**25.5.1.** where the faulty Goods can be repaired:

- a. the Customer shall return to Midpoint any replacement Goods supplied pursuant to section 25.4.4 (at the Customer's cost and risk) or pay Midpoint the full cost of such replacement Goods, and;
- b. at the Customer's option, Midpoint shall either:
  - repair the faulty Goods and the Customer shall pay the costs of repair; or
  - return the faulty Goods to the Customer at the Customer's cost and risk

**25.5.2.** where the faulty Goods cannot be repaired, the Customer shall pay Midpoint the full cost of any replacement Goods supplied pursuant to section 25.4.4.

**25.6.** The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Midpoint and the Customer agrees that Midpoint will not be liable if any such data is lost or corrupted during any process set out in sections 25.4 and 25.5.

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

## **26. GOODS – RISK AND TITLE**

**26.1.** The risk in the Goods shall pass to the Customer on completion of delivery.

**26.2.** Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title to the Goods shall not pass to the Customer until:

**26.2.1.** in respect of Goods for which Midpoint has invoiced the Customer, Midpoint has received payment in full (in cash or cleared funds) for those Goods or;

**26.2.2** in respect of Goods which Midpoint has discounted (in full or in part), Midpoint has received payment in full (in cash or cleared funds) of all sums due from the Customer for the Minimum Term.

**26.3.** Until title to the Goods has passed to the Customer, the Customer shall:

- 26.3.1.** Keep accurate records of the location or keeper of the Goods.
- 26.3.2.** Maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide.
- 26.3.3.** Keep them insured against all risks for their full replacement value from the date of delivery.
- 26.3.4.** give Midpoint such information relating to the Goods as Midpoint may require from time to time.

**26.4.** If, before title to the Goods passes to the Customer, Midpoint reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy Midpoint may have, Midpoint may at any time:

**26.4.1.** require the Customer at the Customer's own cost and expense to deliver up the Goods in its possession; or

**26.4.2.** without future notice enter any premises of the Customer or of any third party where the Goods may be kept or stored to recover them.

**26.5.** The Customer shall always ensure that any and all parties that seek to assert any right or claim against the Customer are made fully aware that the Goods are subject to reservation of title by Midpoint and that the Goods are not the property of the Customer.

**26.6.** If, for whatever reason, any party seeks to assert any right or claim against the Customer or the Goods, the Customer shall at its own cost and expense defend any such right or claim such as the preserve the reservation of title of the Goods and/or at Midpoint request join any proceedings brought by Midpoint in relation to the Goods.

## **27. COMPLAINTS AND RESOLVING DISPUTES**

**27.1.** If the customer wishes to make a complaint about the Service, the Customer must follow the Complaints Procedure which can be found on the Midpoint website at <https://www.midpointcommunications.co.uk/wp-content/uploads/2023/04/Terms-and-Conditions-03.23-2.pdf>.

## **28. DATA PROTECTION**

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

**28.2.** The parties acknowledge that for the purposes of the Data Protection Legislation, Midpoint is the Controller in limited circumstances, including:

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

**28.2.2.** administering and managing the Services and the Contract, in which case Midpoint shall carry out processing in accordance with its Privacy Policy.

**28.3.** Subject to section 28.2, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Midpoint is the Processor.

**28.4.** This section sets out the scope, nature and purpose of processing by Midpoint, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

**28.4.1. Subject Matter** – The processing of the Data Subjects' Personal Data in order to provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.

**28.4.2. Duration** – Throughout the term of the Contract.

**28.4.3. Categories of data** – Any Personal Data transferred by the Customer to Midpoint under this Contract, including, but not limited to title, full name and job title.

**28.4.4. Categories of Data Subjects** – Employees of the Customer (or such other persons authorised by the Customer to make use of the Services).

**28.4.5. Nature of processing** – Storing and using the information to fulfil the Contract.

**28.4.6. Purposes of processing** – To provide the Customer (and the Data Subjects) with Goods and/or Services pursuant to the Contract.

**28.5.** Without prejudice to the generality of section 28.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to Midpoint for the duration and purposes of the Contract, and will transfer to Midpoint only the Personal Data that Midpoint requires in order to perform its obligations under the Contract.

**28.6.** Without prejudice to the generality of section 28.1, Midpoint shall, in relation to any Personal Data processed by Midpoint in connection with the Contract:

**28.6.1.** Process the Personal Data only in accordance with the Contract unless Midpoint is required by Applicable Law to otherwise process that Personal Data.

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

**28.6.3.** Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

**28.6.4.** Not transfer any Personal Data outside of the United Kingdom, unless the prior written consent of the Customer has been obtained (which shall include the consent obtained from the Customer pursuant to section 28.7) and the following conditions are fulfilled:

- a. The Customer or Midpoint has provided appropriate safeguards in relation to the transfer.
- b. The Data Subject has enforceable rights and effective legal remedies.
- c. Midpoint complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- d. Midpoint complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

**28.6.5.** Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

**28.6.6.** Notify the Customer without undue delay on becoming aware of a Personal Data breach.

**28.6.7.** At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of Contract unless required by Applicable Law to store the Personal Data.

## **28.7. Data Protection Liability and Indemnity**

**28.7.1.** The Customer shall indemnify and keep indemnified Midpoint in respect of all Data Protection Losses suffered or incurred by, awarded against, or agreed to be paid by Midpoint and any Sub-Processor arising from or in connection with any:

- a. non-compliance by the Customer with the Data Protection Legislation; or
- b. breach by the Customer of any of its obligations under section 28, except to the extent Midpoint is liable under section 28.7.2.

**28.7.2.** Midpoint shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Contract:

- a. only to the extent caused by the processing of Personal Data under the Contract and directly resulting from Midpoint's breach of section 28; and
- b. in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of the Contract by the Customer.

**28.7.3.** If a party receives a compensation claim from a person relating to processing of Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

- a. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
- b. consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under the Contract for paying the compensation.

**28.7.4.** The parties agree that the Customer shall not be entitled to claim back from Midpoint any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Midpoint in accordance with section 28.7.1.

**28.7.5.** The section 28.7 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Legislation to the contrary, except:

- a. to the extent not permitted by Applicable Law (including Data Protection Legislation); and
- b. that it does not affect the liability of either party to any Data Subject.

## **29. ANTI-BRIBERY**

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

## **30. GENERAL**

### **30.1. Force Majeure –**

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



### **30.2. Assignment and other dealings –**

**30.2.1.** Midpoint may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

**30.2.2.** The Customer shall not, without the prior written consent of Midpoint, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### **30.3. Confidentiality –**

**30.3.1.** Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by section 30.3.2.

**30.3.2.** Each party may disclose the other party's confidential information:

- a. to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purpose of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this section 30.3; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**30.3.3.** The provisions of this section 30.3. shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

### **30.4. Entire Agreement –**

**30.4.1.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

**30.4.2.** The Customer acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, promise, representation, assurance, or warranty made or given (whether innocently or negligently) by or on behalf of Midpoint that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**30.4.3.** Any samples, drawings, descriptive matter, or advertising issued by Midpoint and any illustrations or descriptions of the Service on Midpoint' website are issued or published for the sole purpose of giving an approximate idea of the Service described in them. They shall not form part of the Contract or have any contractual force.

**30.4.4.** These Conditions 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.

**30.4.5.** Midpoint' employees or agents are not authorised to make any representations concerning the Service unless confirmed by Midpoint in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

**30.4.6.** Any typographical, clerical, or other accidental errors or omissions in Order and/or any sales literature, quotation, price list, invoice or other document or information issued by Midpoint shall be subject to correction without any liability on the part of Midpoint.

### **30.5. Waiver –**

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

**30.5.1.** waive that or any other right or remedy; or

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

### **30.6. Severance –**

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

### **30.7. Third Party Rights –**

**30.7.1.** The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

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

### **30.8. Transferring This Contract**

**30.8.1.** The Customer cannot transfer or try to transfer this Contract, or any part of it, to anyone else.

**30.8.2.** Contracts relating to a Limited Company will remain against the Company if ownership changes.

**30.8.3.** Contracts against a particular Service may be transferred to another person only with the authorisation from both the Customer and Midpoint.

### **30.9. Governing Law and Jurisdiction –**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **31. MIDPOINT TERMS AND CONDITIONS FOR BUSINESS LINE RENTAL & CALLS**

**31.1.** These terms and conditions apply to new/upgraded customers immediately and existing customers are effective from the implementation date of 12<sup>th</sup> January 2024.