Mobile Services Terms & Conditions

1. Agreement structure

1.1 Each Order Form between Customer and Tela Technology Ltd ("Tela") will incorporate these General Terms and any applicable Service Specific terms, and the signed Order Form (together, the 'Agreement'). Unless specifically stated otherwise in an Order Form, the Service Period shall be 24 months or 36 months (the "Minimum Term") and the relevant term per connection for each connection shall be 24 months or 36 months.

1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) Any agreed Amendment Notice (2) Order Form; (3) Service Specific terms (4) Mobile Services Terms and Conditions (General Terms).

1.3 These General Terms are separate to any Network Carrier Terms and Conditions and should be read in conjunction with any Network Carrier Terms and Condition, both of which are applicable and in force during the relevant Contract Term.

1.4 Tela is a telecoms service provider/reseller which specialises in business communication solutions. Tela acts as a strategic partner to multiple Network Carrier's. The Customer remains in a separate contract with Tela for the duration of the relevant Contract Term.

2. Services and Coverage

2.1 Tela shall use reasonable endeavours to provide Customer with the Services and to always ensure the security of Customer's communications. However, due to the nature of mobile technology, it is impossible to provide a fault-free service.

2.2 Tela/Network Carrier may suspend the Services: (i) to carry out maintenance or testing of the Network; (ii) during any technical failure of the Network, (iii) when it is necessary to safeguard the security and integrity of the Network or to reduce the incidence of fraud; (iv) where it identifies Artificially Inflated Traffic; or (iv) due to Emergency Planning Measures. Tela/Network Carrier shall endeavour to keep all such suspensions to a minimum and shall give Customer notice of such suspension where reasonably practicable.

2.3 Tela/Network Carrier shall use reasonable endeavours to give Customer access to Overseas Networks; however, Tela/Network Carrier shall not be responsible for the performance of Overseas Networks, or any part of the Network not controlled by Tela/Network Carrier. Overseas Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Network and Overseas operators.

3. Customer's use of Equipment and Services

3.1 Customer may supply the Equipment and Services to End Users, but not to any other party. Customer is responsible for ensuring the compliance of End Users with the terms of this Agreement, all applicable laws, and Codes of Practice.

3.2 Customer shall only use Equipment authorised for use on the Network.

3.3 Customer shall not:

(a) use any Equipment or Services for any purpose that Tela (acting reasonably) believes is abusive, a nuisance, illegal or fraudulent; or
(b) do anything that causes the Network to be impaired or damaged; or
(c) modify Equipment and/or Services (including any Software or integral safety features) that Tela has supplied to Customer or End Users, except in accordance with the manufacturer's written specifications, as required by law or with our prior written permission.

3.4 Where a specific End User causes Customer to be in breach of its obligations of clause 3.3, Tela shall be entitled to suspend such End User's use of the Services. Before exercising this right, Tela shall notify Customer of its intention to do so where this is reasonably practicable, allowing an opportunity to remedy the alleged breach (where it is capable of remedy); otherwise, Tela shall notify Customer as soon as reasonably practicable after the suspension. This right of suspension shall only apply during the period of breach, although re-instatement of the Service may be subject to the payment of a reconnection Charge by Customer.

3.5 During any period of suspension, Customer shall continue to pay all Charges due under this Agreement in respect of the suspended Services.

3.6 Customer may use the Equipment and/or Services to access the internet and services not provided under this Agreement. Tela accepts no responsibility for these services, including where in accessing the service, Customer gives unauthorised parties access to its equipment.

4. GSM Gateways

Customer shall not connect or continue connection by or on behalf of itself or any End User of any GSM Gateway(s) to the Network without Tela's prior written consent, which may be withheld at Tela's absolute discretion. Customer shall cooperate with Tela at all times to ensure that such GSM Gateways that are connected to the Network remain compliant with the applicable law and with Tela's GSM Gateway Commercial Policy.

5. Charges and Payment

5.1 Tela states all Charges exclusive of VAT, unless specified otherwise. All Charges not specified in an Order Form shall be at Standard List Price. Charges do not include the cost of delivery to the UK mainland of any Equipment we supply to you.

5.2 The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or a third party. This includes all Charges resulting from unauthorised or fraudulent use. The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.

5.3 Charges shall be charged in accordance with your price plan.

5.4 Invoices shall normally be issued by Tela on or around the 10th day of each calendar month, subject to adjustment where the 10th falls on a weekend, bank holiday or other non-Business Day.

5.4.1 Access Fees shall be invoiced monthly in advance, and all other Charges shall be invoiced monthly in arrears.

5.4.2 Unless otherwise agreed in writing, all invoices shall be collected by Direct Debit through GoCardless approximately ten (10) calendar days following the invoice date.

5.4.3 GoCardless shall provide advance notification of each collection to the Customer's Billing Email Address held on file by Tela. Such notification shall include the invoice reference number, collection amount and anticipated collection date.

5.4.4 The Customer shall ensure that its Billing Email Address and Direct Debit Mandate remain accurate and up to date at all times.

5.4.5 Failure to maintain a valid Direct Debit Mandate shall constitute a material breach of this Agreement unless an alternative payment method has been expressly agreed by Tela in writing in advance. Any such agreement shall be entirely at Tela's discretion and may be withdrawn by Tela upon written notice to the Customer.

5.4.6 All sums due under this Agreement shall be paid in cleared funds without deduction, set off or counterclaim.

5.5 If Customer reasonably and in good faith disputes an invoice or part of it, Customer shall notify Tela of such dispute within 14 days of receipt of the invoice, providing details of why the invoiced amount is incorrect and, if possible, how much Customer considers is due. All Charges not in dispute shall be paid by the Due Date.

5.6 Where Tela has not received payment for undisputed Charges by the Due Date, Tela shall: (i) contact Customer's Accounts Payable Department to request payment; (ii) be entitled to charge interest on the overdue Charges at the bank of England standard base rate, permitted by applicable law; and (iii) be entitled to charge any administration fees or other similar charges levied by a bank in respect of any unpaid items returned by the bank. Where Tela has not received payment within 16 calendar days of the Due Date, Tela may take all or any of the following actions until such time as payment, including any interest due, has been received.

(a) withhold any sums owing to Customer by Tela and offset it against any sums Customer owes to Tela under this Agreement.
(b) suspend Customer's and/or End User's use of the Services in relation to which Charges are outstanding.
(c) withdraw any discount in relation to the relevant Equipment or Service and charge Customer Tela's Standard List Prices for that Equipment or Service; and
(d) subject to Tela having first invoked at least one of the remedies as set out in Clauses 5.6 (a) to (c), Tela shall be entitled to terminate this Agreement in whole or in part in accordance with Clause 11.2.

5.7 Failure to make payment within the terms set may result in account suspension and you will incur an administrative charge of £75.00.

5.8 Customer shall not be entitled to offset any sums owed to it by Tela under any Agreement or dispute between the Parties against any sums that Customer owes to TELA under this Agreement.

5.9 Tela may credit assess Customer from time to time as reasonably required to assess Tela's risk. Each credit assessment shall entitle Customer to have a credit limit on Customer's Tela account (details of which are available on request).

5.10 If Tela is not satisfied as to the creditworthiness of the Customer, it may:

5.10.1 notify the Customer that no further credit will be allowed.

5.10.2 require all Charges owing by the Customer to Tela to be paid immediately in cash.

5.10.3 require the Customer to pay Charges in advance.

5.10.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or

5.10.5 require the Customer to pay a deposit.

5.11 Customer is not entitled to change its tariff to another tariff with a lower monthly fixed charge during the Minimum Term.

5.12 If Customer does upgrade or change its tariff before the end of the initial Minimum Term (the "Initial Term"), Customer acknowledges and agrees that it must extend the Agreement by a further Minimum Term (the "Revised Minimum Term"). If the Initial Term has not expired at the date of upgrade or tariff change, the relevant Revised Minimum Term to the Initial Term shall be extended by the number of months by which the Initial Term had not been achieved. For example, if at month 21 of a 24-month Initial Term, Customer wishes to extend by a further 12-month Term, the Revised Minimum Term will be increased by 3 months to 15 months.

5.13 Where the Customer does not pay by direct debit, unless Tela agrees otherwise, Tela will:

5.13.1 charge a payment processing fee of £4.50 (or such other sum as set out in the Price List); and

5.13.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges for the Service.

6. SIM Cards and Numbers

6.1 SIM Cards shall always remain the property of TELA and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

6.2 Customer shall use all reasonable endeavours to ensure that SIM Cards are only used with Customer's authorisation and shall inform Tela as soon as is reasonably practicable after Customer becomes aware that a SIM Card is lost, stolen or damaged. Subject to Clause 8.3 Customer shall be liable for any loss or damage suffered by Customer or its End Users because of unauthorised use of SIM Cards (including due to loss or theft), up to the time that Customer has notified Tela that such SIM Card is being used without Customer's authorisation.

6.3 Tela shall allocate telephone numbers to Customer which the Customer shall only use to access the Services. Tela may reallocate or change such telephone numbers because of changes in applicable law or instructions from the Regulatory Authorities but will exercise all reasonable endeavours to minimise any disruption to Customer or End User. Tela may withdraw telephone numbers that have been allocated to Customer because of Customer's failure to comply with this Agreement.

6.4 If Customer decides to Port a mobile telephone number allocated to Customer by Tela, Tela shall transfer Customer's mobile telephone numbers to Customer's nominated mobile network operator for Customer's use in accordance with any applicable OFCOM regulations. Businesses should note that the OFCOM regulations vary depending on the size of the business, and that all Tela contract Terms and Conditions would still apply.

7. Software License

7.1 Equipment and Services provided under this Agreement may contain or use Software. This Software is generally not owned by Tela. Any Software that is used by Equipment or Services shall be governed by the terms of the relevant Software license set out in such Services Schedule or any shrink wrap or click through Software license provided with the relevant Equipment or Service. In all other cases, where Software is provided Tela grants the Customer and/or its End Users, as applicable, a non-exclusive, royalty free license to use any such Software for the Term of this Agreement.

Mobile Services Terms & Conditions

7.2 Customer or End User's license shall be a single user license. Customer may make one copy of the Software for back up purposes. If Customer does not accept the terms of the relevant click through or shrink wrap Software license, Customer shall be prohibited from using the relevant feature of the Service to which the Software relates, and Tela shall not be bound to deliver the relevant Service. Customer shall be responsible for any Software upgrades (including charges) specified by the licensor or Tela.

8. Orders and Equipment

8.1 Customer shall order Services and Equipment by submitting an order form through Tela's online ordering system or by email or as notified to Customer by Tela from time to time. Customer shall accurately complete all fields set out in the order form.

8.2 Orders are binding on both Parties from the date of acceptance by Tela. If acceptance is not express, it shall be deemed to have occurred on dispatch of Equipment or activation of Service by Tela.

8.3 If Customer orders Equipment directly from Tela, which Tela supplies directly to Customer the provisions of this clause shall apply in relation to that Equipment. Tela shall bear the risk of loss or damage to Equipment and SIM Cards until the point of delivery to Customer. Subject to clause 8.4, Customer shall bear the risk of loss or damage to Equipment and SIM Cards from the time of delivery to Customer.

8.4 Customer shall notify Tela in writing within 5 Business Days of receipt if Equipment or SIM Cards arrive having been damaged, or if the order has been incorrectly fulfilled. Customer shall notify Tela in writing within 10 Business Days of confirmation of Tela's order acceptance if Customer does not receive the Equipment or SIM Card. Following such notification by Customer, Tela shall replace damaged new Equipment or SIM Cards, Equipment lost or stolen in transit, and any incorrect Equipment or SIM Card, free of charge. In the case of damaged used Equipment Tela shall (at its option) replace or repair the Equipment.

8.5 Title to Equipment shall pass to Customer as soon as Tela has received payment for it in full. Where Equipment is provided free of charge and is paid for over the duration of the Initial Period, title shall pass at the end of the Initial Period which will be subject to an administration fee.

8.6 Where Equipment supplied to Customer by Tela becomes faulty for reasons other than through Customer's acts, omissions or misuse within the manufacturer's warranty period, Customer shall return such Equipment to Tela at Tela's cost and Tela shall repair or replace the Equipment in accordance with the relevant manufacturer's warranty period for repair or replacement. Any out of warranty repairs shall be at Tela's Standard List Price.

8.7 Tela does not manufacture Equipment and save for Clause 8.6 above excludes, to the fullest extent permissible at law, all warranties, terms, or conditions in relation to Equipment, whether implied by law or otherwise. Tela shall pass on the benefit of any warranties that Tela obtains from the manufacturer of any Equipment supplied to Customer by Tela. However, on expiry of this Agreement, any commitment Tela must liaise with the manufacturer in respect of any warranty shall cease.

8.8 Customer shall not remove or obscure any logo or writing on Equipment that TELA has supplied to Customer and which Customer does not own. Customer shall replace all batteries and other consumable parts of the Equipment.

8.9 Customer shall not and shall ensure that End Users do not tamper with or attempt to repair or service the Equipment or allow any party other than Tela to do so during any warranty period. Any attempt to do this will invalidate the manufacturer's warranty.

8.10 Customer shall keep all Equipment that Tela has supplied to Customer and which Customer does not own, in Customer's possession (which shall be deemed to include the possession of Customer's End Users), and shall not sell it, place a charge on it or otherwise dispose of it.

8.11 Tela's supply of Equipment and accessories shall be subject to availability.

8.12 If Tela provides Customer or an End User with security codes as part of the Services, Customer agrees, and agrees to ensure, that its End Users shall keep the security codes confidential. Customer must inform Tela immediately if it suspects that security codes have been disclosed to a third party so we can issue new security codes.

8.13 Tela is not obliged to agree to any upgrades to the Equipment it supplies to the Customer (either directly or via a Partner) during or after the Minimum Term but if it does, Tela shall be entitled to extend the Minimum Term.

9. Subsidy & Clawback

Customer Funds

9.1 Customer funds will be specified in the Order Form / Agreement / Contract.

Subsidy (Cashback Fund)

9.2 Any subsidy fund provided accrues to the Customer's subsidy fund account in equal monthly amounts at the end of each completed month of the Minimum Term unless specific alternative instructions in the Order Form have been made. The amount standing to the credit of the Customer's subsidy fund account will be paid in equal monthly instalments to the Customer's nominated bank account upon receipt of a valid invoice from the Customer.

9.3 Unless agreed otherwise by Tela, subsidy funds shall only accrue and be released or made available to the Customer in equal amounts (calculated by dividing the total fund by the number of months in the Minimum Term) at the end of each completed month of the Agreement during the Minimum Term. If the total fund changes during the Minimum Term, future monthly accrual amounts will be adjusted accordingly. Any unused subsidies at the end of the Minimum Term will expire.

9.4 A single VAT invoice needs to be submitted to Tela by the Customer, covering the full amount of the agreed subsidy or incentive payable over the contract duration. Payments will be made by Tela against this invoice until the subsidy or incentive has been fully discharged. The Customer should ensure that they account for this VAT invoice and the ongoing payments for the duration of the term on their finance system.

Hardware (Kit Fund)

9.5 Hardware Fund credits will be applied to Customer's account at the start of the Agreement Term to offset (fully or partially) the cost of certain Equipment sold to Customer at Tela's Standard List Price.

9.6 Access by the Customer to the hardware fund is as follows*:

- 50% of the total fund available within the first half of the Agreement.
- The remaining 50% of the fund available for the remaining half of the Agreement.

*at the discretion of Tela.

General Fund Terms

9.7 For the avoidance of doubt, any fund(s) ceases to accrue and any fund(s) remaining on a Customer account will not be payable:

- in respect of all relevant Connections upon termination of the Contract and / or the Agreement for any reason; and
- in respect of any Connection upon disconnection from the Provider's network, downward Migration or transfer away from Tela of the account management of that Connection.
- In the event of the Customer entering any form of insolvency event e.g., administration/liquidation
- In the event that the Customer seeks to end their Contract / Agreement early prior to the end of the Minimum Term, which is considered Anticipatory/Repudiatory Breach of the Contract.

9.8 Tela reserves the right to withhold payment or release of any fund should the Customer fall into arrears under this agreement or any other contract between Tela and the Customer.

9.9 Tela reserve the right to deduct monies owed to Tela (without notice) from any Customer fund after 45 days of non-payment.

9.10 The conversion of a Hardware to a Subsidy Fund is at the sole discretion of Tela and may be subject to 15% charge of the fund balance upon transfer.

General Fund Clawback

9.11 The Customer shall pay Tela a clawback of any fund(s) already paid to the Customer:

- in respect of any Connection, upon disconnection from the Provider's network, Downward Migration or transfer away from Tela of the account management of that Connection; and
- in respect of all Connections, upon termination of the Contract and/or the Agreement before expiry of the Minimum Term or each of the Extended Term(s).
- In respect of Anticipatory/Repudiatory Breach of the Contract by the Customer.

9.12 This clawback will be calculated as either:

(a) the full value of the Fund and/or the total list price cost of any devices or accessories provided by Tela as set out in the Order; or
(b) the portion of the Fund and/or the total list price cost of any devices or accessories provided by Tela attributable to any specific site or sites that are terminating as calculated on a pro rata basis.

10. Call Limit, Deposit, and part payment

10.1 Tela may set a limit on the amount of Charges Customer may incur during each calendar month and/or a maximum number of active Connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. Tela may agree to increase or remove the call limit, after making credit checks. Customer may be able to go over your call limit, but if this happens you shall be required to pay all Charges immediately. Tela reserves the right to refuse to provide Equipment and/or Services to you if in Tela's opinion it may cause you to exceed your call limit or if the call limit is already exceeded.

10.2 Tela may ask you for a deposit:

10.2.1 When we connect your SIM card.

10.2.2 If you wish to increase or remove your call limit.

10.2.3 if you increase how much you use the Services; or

10.2.4 to unblock your SIM card from contacting international numbers, using overseas networks, or making premium rate calls.

10.3 When this Agreement expires or is terminated for whatever reason, Tela will repay any deposit that you have provided to us, less any money you owe us. Tela will not pay any interest on any deposit we receive from you.

10.4 If there is a significant increase in your usage between bills, we may contact you and require you to pay all or part of your outstanding usage Charges to continue to use the Services.

10.5 Tela may automatically add a spend cap (of up to £1,000) to account, were a Spend Cap has not been opted in by the customer. This limit will last until either you increase your spending cap, or until your airtime allowances refresh the next month.

11. Termination

11.1 The Customer may terminate this Agreement only in accordance with clauses 11.5, 11.6 and 18.3, or subject to payment of all applicable Early Termination Charges pursuant to clause 12.6. Cancellation of this Contract does not automatically cancel any other contracts unless specifically referenced.

11.2 The Parties shall each have the right to terminate this Agreement with immediate effect (by serving written notice of termination to the other Party):

11.2.1 if the other Party becomes subject to an Insolvency Event; or

11.2.2 if the other Party is in material breach of any of its obligations under this Agreement (provided that where such breach is capable of remedy, the breaching Party is given 30 days to rectify such breach from the date that notice of any breach is received from the non-infringing Party).

11.3 Subject to Clause 5.6(d), Tela may terminate this Agreement in whole or in part with immediate effect, by giving notice in writing:

11.3.1 where Customer has failed to pay any Charges due within 14 calendar days of the Due Date and has gone through the Tela collection cycle: or

11.3.2 where Tela has repeatedly invoked its rights of suspension pursuant to Clause 3.3 or Clause 5.6(b) or has invoked its right of suspension under clause 2.2 (iv) for a period of not less than 14 days.

11.4 Tela shall use reasonable endeavours to acknowledge receipt of any notice received under this Agreement. For the avoidance of doubt, the Customer remains responsible for ensuring that any notice complies fully with clause 18.3 and has been acknowledged in writing by Tela.

11.5 Subject to clause 11.6, the Contract shall automatically renew at the end of the Initial Term and at the end of each subsequent Extended Term for a further Extended Term equal to the duration of the immediately preceding Minimum Term.

Mobile Services Terms & Conditions

11.5.1 The Customer may only serve notice to terminate during the period commencing one hundred and eighty (180) days prior to the expiry of the relevant Initial Term or Extended Term and ending ninety (90) days prior to the expiry of that term.

11.5.2 Any notice served before the commencement of the permitted notice period shall be invalid, shall have no contractual effect and shall not prevent the automatic renewal of the Agreement or any Service.

11.5.3 Where no valid notice is received within the permitted notice period, the Agreement and all relevant Services shall automatically renew for a further Extended Term.

11.6 Where the Customer is a Microbusiness, the Customer may terminate the Contract by giving not less than ninety (90) days' notice in writing in accordance with clauses 11.5 and 18.3, such notice to expire no earlier than the end of the relevant Initial Term or Extended Term. Any applicable termination charges shall remain due and payable.

11.7 Where additional Connections are added under an existing Contract or Agreement, such Connections shall inherit the contractual end date applicable to the principal Contract unless otherwise agreed in writing by Tela.

12. Consequences of termination

12.1 On termination of this Agreement as a whole, or partial termination (for example of a specific Order), Customer shall immediately cease use of the Software (except Software which is embedded in Equipment to which Customer has title).

12.2 Customer shall (if requested by Tela, delete or destroy all copies of the user documentation which Tela has supplied or which Customer has copied, in whatever form and return, delete or destroy all copies of the Software (except Software which is embedded in Equipment to which Customer has title) within 7 calendar days of termination of this Agreement or of termination of the relevant Service, and provide Tela with written confirmation that all such copies have been returned, deleted or destroyed.

12.3 Where this Agreement is terminated as a whole, Tela's entire relationship with Customer shall terminate and Tela shall no longer supply, and Customer shall immediately cease to use any Services that were supplied pursuant to this Agreement.

12.4 On termination of the Order Form, the Customer's Services supplied pursuant to the relevant Order Form shall cease immediately and the Customer will immediately pay to Tela all sums due or payable under the relevant Order Form in relation to the terminated or expired Services, including any early termination payment calculated in accordance with clause 12.7 below.

12.5 Where this Agreement or any Service has been terminated in accordance with Clause 11 or as otherwise permitted in this Agreement prior to expiry of a Service Period or Extended Term, Customer shall pay to Tela a lump sum termination payment calculated in accordance with the provisions of 12.6. For the avoidance of doubt, where this Agreement is terminated as a whole, each Connection placed under this Agreement shall also terminate.

12.6 Where Customer terminates any Connection prior to the expiry of that Connection's term per connection (whether on termination of the Services as a whole, or otherwise, Customer shall pay to Tela a lump sum termination charge calculated as:

(a) Tela Early Termination Charges will be calculated by calculating the Call, Data, and Service Rental charges that the Customer would have paid for, had they not terminated the agreement early, based on the average Call, Data, and Service Rental 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 six months early would result in an Early Termination Charge of £600 ex vat.

(b) Any fund(s) not claimed by the Customer against the Contract if the customer terminates the Contract early will not be payable and any outstanding funds(s) remaining at the end of the contract which has not been claimed will also not be payable in accordance with clause 9.

12.7 The Customer acknowledges that the Early Termination Charge calculation detailed in 12.6 is a fair and reasonable estimate of the loss incurred by Tela because of the early termination of the agreement.

12.8 If Customer disconnects a material part of its Connections or systematically disconnects Connections on a recurring basis during the term of this Agreement, Tela shall have the right to terminate the relevant Service and charge Customer a termination payment calculated in accordance with the formula set out in clause 12.6.

12.9 The Tela Early Termination Charge(s) will be in addition to any Network Carrier Early Termination Charge.

12.10 Any Tariff discounts or incentives added to the original Network Carrier Tariff will revert to Tela Standard List Pricing or where the Customer terminates, repudiates or otherwise seeks to avoid its obligations under an Extended Term.

13. Intellectual Property

13.1 The Intellectual Property Rights that exist in Services, Software and Equipment are owned by Tela and Tela's licensors. By supplying Customer with Services, Software and Equipment, Tela is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to Customer.

13.2 Where Tela creates Intellectual Property Rights during or because of the supply by Tela of Services, Software and Equipment to Customer, Tela shall own all such Intellectual Property Rights.

13.3 Customer must not do anything to jeopardise Tela or its licensor's Intellectual Property Rights.

14. Changing the terms of this Agreement

14.1 The provisions in this clause 14 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.

14.2 TELA may amend the Contract (including the Charges) at any time by either:

14.2.1 publishing the amendment online at https://www.telatechnology.com/terms-of-use/ (or any other online address that TELA advises the Customer of); and/or

14.2.2 Tela may notify the Customer's designated contractual contact(s) by email. The Customer is responsible for ensuring that its contractual contact details remain accurate and up to date at all times. The Customer acknowledges that contractual notices issued under this Agreement are service communications and not marketing communications.

14.2.3 by giving Notice to the Customer, for amendments that cause the Customer material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

14.2.4 by notifying the Customer on their monthly recurring invoice.

14.3 Where practicable, Tela shall provide Customer with advance notice of such changes. If advance notice cannot be provided, Tela shall advise Customer of the change as soon as practicable after it has been made. Tela shall not be liable to Customer for any claims by Customer because of such changes.

14.4 Tela may change the terms of this Agreement without Customer's consent where to the extent that such changes are required due to alterations to the Network; the way Tela operates; the way in which Tela provides Services including where, in Tela's reasonable opinion, it is no longer commercially viable to provide a particular Service, provided that such changes affect at least 90% of TELA's relevant customer base. In these circumstances, Tela shall advise Customer of the change via an Amendment Notice, at least 30 days in advance of the change taking effect. If Customer is materially disadvantaged and objects to such change, Tela shall not be liable to Customer for any claims by Customer because of such changes.

14.5 Tela (or the applicable Network Carrier) may increase any recurring Charges under this Agreement once in any twelve (12) month period by a percentage equal to the Consumer Prices Index ("CPI") annual rate of inflation published by the Office for National Statistics (or any successor index replacing CPI) for the most recently published figure available at the date of the increase, plus 3.9%.

14.5.1 If the applicable CPI figure is less than zero (0), the CPI figure shall be deemed to be zero and the increase shall be limited to 3.9%.

14.5.2 Tela shall provide the Customer with not less than thirty (30) days' notice of any increase under this clause.

14.5.3 Any increase applied under this clause shall not constitute a material detriment to the Customer and shall not give the Customer any right to terminate the Agreement, reject the increase, or avoid any renewal or extension of the Agreement.

14.5.4 Where a Network Carrier applies a price increase to the Services supplied to Tela, Tela shall be entitled to pass through such increase to the Customer, whether or not such increase exceeds the percentage referred to in clause 14.5, provided that such increase reflects the corresponding increase imposed by the Network Carrier.

14.5.5 If CPI ceases to be published, Tela may substitute another broadly equivalent measure of inflation published by the Office for National Statistics or any successor governmental body.

15. Confidentiality

15.1 This Agreement and any information about Services that is not publicly available, is confidential, and may be disclosed by Customer to Customer's employees only, strictly on a need-to-know basis, unless otherwise agreed in writing with Tela.

15.2 Tela shall be entitled to keep records of Customer information, which Tela shall use to perform Tela obligations under this Agreement, and for related purposes.

15.3 Tela shall be entitled to disclose Customer information as required by any legal, regulatory, or financial agency or by court order, any Tela group company or any third party (some of whom may be outside of the European Union) for the purposes of providing the Service.

16. Liability

16.1 Nothing in this Agreement shall operate to restrict either Party's liability to the other from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software license; breach of any obligation of confidence; and any infringement of Tela Intellectual Property Rights.

16.2 Except for Clause 16.1 above and to the extent not prohibited by law:

16.2.1 each Party's maximum aggregate liability for all claims relating to Equipment or a Service provided pursuant to this Agreement, whether for breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, will be limited to 100% of the value of the Charges paid or payable under the relevant Order Form during the previous 12-month period under which the Equipment or Service that is the subject matter of the claim is supplied; and

16.2.2 neither Party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the terms of this Agreement; nor any direct or indirect loss of business, revenue, profits, goodwill, use, data, compensation, ex gratia payment or other economic advantage, however they arise, whether in breach of contract (including repudiatory breach), breach of warranty or in tort, including negligence, and even if that Party has previously been advised of the possibility of such damages or whether such liability could be assumed to be the responsibility of Tela, Tela shall not be liable to Customer if it is unable to provide any of the Services contemplated by this Agreement due to circumstance outside its reasonable control.

16.3 Except for the payment obligations of the Customer, neither Party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to Force Majeure. If a cause relied on by a Party hereunder ceases to exist, the Party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure. If Force Majeure persists for a period of more than 60 days, the other Party will be entitled to terminate this Agreement on written notice.

16.4 The warranties specified in this Agreement and/or any Service Specific Terms are the only warranties provided with respect to Services provided to Customer by Tela. To the extent permissible at law, all other warranties (whether express or implied and including any implied warranties of fitness for a particular purpose or merchantability) are excluded provided that where legislation implies warranties or conditions or imposes obligations (statutory provisions) which cannot be excluded, restricted, or modified except to a limited extent, this Agreement must be read subject to those implied statutory provisions.

17. Transferring this Agreement to others

17.1 Tela shall be entitled to transfer in whole or in part any of its rights and obligations to any company within Tela's Group at any time, or to any other competent supplier of the relevant Customer services. Tela may use subcontractors to perform any of its obligations under this Agreement but remains responsible for their performance. TELA may sell, transfer, or assign in whole or in part any of its rights and obligations under the Customer Contract /Agreement to any other third party without the consent of the Customer.

17.2 Customer may transfer in whole or in part any of its rights and obligations under this Agreement to any other person or company, if it has obtained Tela's prior written consent to such transfer and has satisfied any reasonable conditions imposed by Tela (including credit vetting of the entity to whom customer intends to transfer its rights and obligations under this agreement).

17.3 Customer will remain responsible for all payments owed including any Early Termination charges due under the Contract / Agreement term if prior written consent to such transfer in 17.2 is not obtained from Tela.

17.4 Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

Mobile Services Terms & Conditions

18. General Provisions

18.1 If Customer supplies Tela with personal data (for example relating to End Users) Customer shall ensure that it is accurate and up to date when disclosed. Customer shall also ensure that they have obtained from the individuals concerned all necessary consents under the Data Protection Legislation to both the supply of the data to Tela, and the processing of it by Tela, for the purposes of performance of this Agreement, supply of the Equipment and Services and for direct marketing about TELA's similar products and services. Customer shall also ensure that any individual to whom personal data relates has given consent for TELA to pass such data back to Customer. Customer agrees that where it is reasonably requested by a Partner, TELA may provide Customer's billing and contract information to the relevant Partner for the purposes of calculating commissions and administration of the account.

18.2 Each Party shall comply with its obligations under the UK GDPR Data Protection Act. Customer acknowledges that Tela retains the role of Data Controller as defined in the Data Protection Act except in the limited circumstances where Tela processes any personal data for and on behalf of Customer.

18.3 All notices served by the Customer under this Agreement, including any notice of termination, non-renewal, disconnection request or request to port services away from Tela, must:

18.3.1 be provided on the Customer's company letterhead;

18.3.2 clearly identify the Customer, the Agreement, and all affected Services, Connections, mobile numbers or billing accounts;

18.3.3 be signed by an authorised officer, director, partner or representative of the Customer;

18.3.4 be delivered either:

(a) by recorded delivery or signed-for post to:

Head of Compliance
Tela Technology Limited
4 Station Court
Old Station Road
Hampton in Arden
Solihull
B92 0HA

or

(b) by email as a PDF attachment on the Customer's company letterhead to:

rwarnes@telatechnology.com

18.3.5 A notice shall not be deemed validly served unless received and acknowledged in writing by Tela.

18.3.6 Automatic delivery receipts, read receipts, proof of posting, proof of email transmission or similar confirmations shall not constitute acceptance or acknowledgement of receipt by Tela.

18.3.7 Any notice that does not strictly comply with this clause shall be invalid and shall not constitute effective notice for the purposes of terminating, varying or preventing the renewal of any Agreement or Service.

18.4 Neither Party shall lose any right under this Agreement if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do.

18.5 Termination of this Agreement or any part thereof, shall be without prejudice to any other rights or remedies a Party may be entitled to at law or under the Agreement and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

18.6 Governing Law, Jurisdiction and Enforcement

18.6.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, its subject matter, formation, validity, interpretation, performance, breach or termination shall be governed by and construed in accordance with the laws of England and Wales.

18.6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute or claim arising out of or in connection with this Agreement, including any non-contractual dispute or claim, regardless of where this Agreement is negotiated, executed, signed or performed, or where either party is domiciled, incorporated or carries on business.

18.6.3 Each party irrevocably waives any objection to proceedings being brought in the courts of England and Wales, including any objection on the grounds that such courts represent an inconvenient forum or that proceedings have been brought in an inappropriate venue.

18.6.4 Nothing in this Agreement shall prevent Tela from commencing proceedings for the recovery of unpaid sums, enforcement of any judgment, interim relief, injunctive relief, insolvency proceedings, or any other remedy available to it in any court or jurisdiction of competent authority, including England and Wales, Scotland, Northern Ireland, the Republic of Ireland, or any other jurisdiction where the Customer resides, is incorporated, carries on business, holds assets, or may otherwise be subject to enforcement proceedings.

18.6.5 The Customer agrees that any judgment obtained by Tela in the courts of England and Wales may be recognised and enforced in any jurisdiction where the Customer has assets or carries on business.

18.7 Only provisions set out in this Agreement shall apply to Tela's supply of Services to Customer. All other provisions are expressly excluded to the maximum extent permitted by law. The Parties acknowledge that, in entering into this Agreement, neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly set out within this Agreement. However, this shall not be taken to exclude either Party's liability for fraud.

18.8 If a misrepresentation or untrue statement has been made, the only remedy available to the Parties shall be a claim for damages for breach of this Agreement, unless such misrepresentation or untrue statement was made fraudulently, or a provision of the Agreement was induced by fraud, in which case all remedies under English Law shall be available.

18.9 All headings in this Agreement are there for convenience, and do not have any legal effect. Use of the singular includes the plural and vice versa.

18.10 Any changes made to Customer's systems or processes that may affect the Services (including any change to computer server software) are at Customer's sole risk. Tela shall not be liable to continue to support the Services to the extent that they are affected by such change.

18.11 Every provision in this Agreement is independent from the others to the extent that, if a provision, or any part of it, is ruled to be illegal or unenforceable by the relevant Court, that provision or the relevant part of it shall be treated as having been deleted from this Agreement, without affecting the remainder of that provision or the other provisions of this Agreement, which shall still have full effect.

18.12 Where Tela supplies Equipment and Services to Customer that is not expressly covered by the Order Form, such supply shall be deemed to be governed by the terms and conditions of this Agreement.

18.13 Nothing in this clause shall prevent Tela from commencing debt recovery proceedings, seeking injunctive relief, enforcing contractual rights or taking insolvency action where it considers such action necessary.

18.14 All information that the Parties provide to each other in relation to this Agreement must be accurate and complete and Customer shall promptly inform Tela in writing of all changes to information Customer has provided to Tela if Customer intends to stop, stops or has stopped trading, if Customer intends to sell its business, if Customer changes name or if the legal status of Customer's business changes.

18.15 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations and understandings relating to its subject matter.

18.16 **Authority**

The Customer warrants that any individual signing an Order Form, Agreement, renewal, upgrade, variation or other contractual document on its behalf has authority to bind the Customer.

18.17 **Electronic Execution**

The parties agree that electronic signatures, digital signatures and electronically accepted Order Forms shall be legally binding and shall have the same force and effect as original handwritten signatures.

18.18 **No Waiver by Conduct**

No delay, omission, failure or course of dealing by Tela in exercising any right, power or remedy shall constitute a waiver of that right, power or remedy, nor prevent its future exercise.

18.19 **Records**

Tela's records, including billing records, call records, usage records, notices sent, acknowledgements issued, contract records and account records shall, in the absence of manifest error, constitute prima facie evidence of the matters to which they relate.

19. Compliance with Ofcom General Conditions of Entitlement

19.1 Where the relevant Service is an Electronic Communications Service pursuant to the Applicable Law including the Ofcom General Conditions of Entitlement ('General Conditions'), this clause will apply. Where the relevant Electronic Communications Service is part of a Bundle, this clause will extend to the whole Bundle including, where applicable, any element of the Bundle that is not an Electronic Communications Service.

19.2 To comply with requirements set out in the General Conditions, Tela may provide Customer with certain information, where applicable.

19.3 Customer may waive their right to certain protections under the General Conditions. If applicable, Waivers will be set out in the Commercial Terms and/or Order Form.

19.4 Customer can verify if the Service is an Electronic Communications Service and find out more information on Waivers at https://www.telatechnology.com/terms-of-use/.

Definitions

Access Fee - The monthly or other periodic fee payable by Customer for use of the Services.

Acceptance - The Customer's Acceptance of the Tela offer without conditions or modifications.

Agreement – These General Terms, any applicable Service Specific Terms and the relevant Order Form, together constituting the legally binding agreement between the Parties.

Amendment Notice - A document setting out a change to this Agreement that is issued to Customer by TELA that does not require the signature of either Party.

Anticipatory/Repudiatory Breach - an action (verbal, written, or any other form that shows clear intent by the Customer) by the Customer that shows their intention to fail to fulfil its contractual obligations to Tela. An anticipatory/repudiatory breach can end Tela's responsibility to perform its duties under the Contract / Agreement.

Artificially Inflated Traffic - A flow or volume of traffic via any Service, which Tela believes is: (i) disproportionate to the flow or volume of traffic which Tela expects from good faith commercial practice and usage of the Service; (ii) disproportionate to Customer's previous traffic profiles (in any given month) with Tela; (iii) uses automated means to make calls (save where this is expressly approved by Tela in writing); or (iv) may result in Customer exceeding the credit limit which Tela places on Customer's Tela account from time to time.

Billing Email Address - The email address nominated by the Customer for the receipt of invoices, payment notifications, Direct Debit notices and other billing-related communications.

Business Customer – A customer acting wholly or mainly for the purposes of its trade, business, craft or profession.

Business Day - A Day (other than a Saturday or a Sunday) on which clearing banks are open for business in the city of London (other than solely for trading or settlement in Euro).

Charge - Access Fees, Connection Fees, fees for Equipment, Software License fees, call fees, airtime fees and all other fees payable by Customer for use of the Services.

Codes of Practice - All guidelines governing use or provision of mobile telecommunications and data services, issued by any generally recognised bodies (such as PhonepayPlus) or that are adopted by TELA from time to time, and all instructions, regulations or guidance issued by the Regulatory Authorities, whether mandatory.

Connection - A Tela SIM Card that has been configured to attach to the Network, with a price plan or SOC associated with it so that End Users can use and be charged for Services supplied under an Order Form.

Connection End Date - The contractual expiry date applicable to a specific Connection, as recorded by Tela from time to time.

Mobile Services Terms & Conditions

Contract – Refers to the legally binding Agreement between the Customer and Tela.

Customer – The person(s) or business that is contracting Services from Tela through a legally binding Contract / Agreement.

Customer Information – Information that (a) Customer provides to Tela; (b) details of how Customer uses Services, including information relating to the volume and types of calls made, details of charges paid & other financial information; or (c) details of how Customer has performed in meeting its obligations under this Agreement.

Direct Debit Mandate – A valid authority provided by the Customer permitting Tela Technology Limited or its appointed payment processor to collect sums due under this Agreement by Direct Debit.

Emergency Planning Measures – The measures that may be taken as a result of Tela's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004, or any similar law.

End User – A person using Equipment or a Service, who is an employee or contractor of Customer.

Equipment – Any tangible material, but not a SIM Card, supplied by Tela to Customer, or connected to the Network on Customer's behalf, such as a mobile phone, a connecting cable, a power supply, or a PC data card.

Execution Date – The date the Quote/Order Form is signed, and the Agreement becomes effective.

Extended Term – Any renewal period commencing following expiry of the Initial Term or any preceding Extended Term in accordance with clause 11.5, for a period equal to the duration of the immediately preceding Minimum Term unless otherwise agreed in writing by Tela.

Force Majeure – Any cause beyond a party's reasonable control including without limitation, acts of God, war, fire, flood or other accident, strike, lockouts, delays in transport, material shortages, failures or fluctuations in electric power or telecommunications services or equipment, restrictions or prohibitions of any government or semi-government authority.

GDPR- is the General Data Protection Regulation 2018 of the UK's Implementation of the General Data Protection Regulation on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

GoCardless – Tela Technology Limited's appointed Direct Debit payment processor, or any replacement provider appointed from time to time.

GSM Gateway – Any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile-to-mobile call.

Initial Term – The initial fixed contractual period for a Service or Connection commencing on the Service Activation Date and continuing for the period specified in the applicable Order Form.

Insolvency Event – An event where a Party either ceases or threatens to cease conducting its business in the normal manner, or is treated as being insolvent, or threatens or is in jeopardy of becoming insolvent because it: (a) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or (b) makes or offers to make any arrangement or composition with any one or more of its creditors; or (c) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against it; or (d) any resolution to wind up it up (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; or (e) has had a receiver, administrator or liquidator appointed to it.

Intellectual Property Rights – Patents, design rights, trademarks, copyrights (including any such rights in typographical arrangements, websites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.

Minimum Term – the minimum contractual period applicable to a Service or Connection as specified in the relevant Order Form.

Network – The telecommunication systems Tela uses to provide the Services.

Network Carrier – The third-party supplier that Tela uses to provide the Services to the Customer

Notice Period – The contractual period of not less than ninety (90) days prior to the expiry of the applicable Initial Term or Extended Term during which valid notice of termination or non-renewal may be served.

OFCOM – The UK communications industry regulator appointed and empowered under the provisions of the Communications Act 2003, or any appointment that replaces it

Order Form – The document setting out the agreed commercial terms relating to Tela's provision of Equipment and/or Services which includes Tela's charges and any specific commercial terms, and which incorporates any relevant Service terms and conditions and these General Terms

Overseas Networks – Telecommunication systems outside of the UK Mainland used (but not controlled) by Tela in providing the Services.

Partner – a person authorised by Tela who may have sold Equipment or Services to the Customer.

Port – The transfer of a mobile number that is connected to the TELA Network under this Agreement to a different network provided by another supplier.

Price plan charges guide – the terms and "out of price plan bundle" charges for your price plan which is available from Tela.

Regulatory Authorities – OFCOM, the Office of Fair Trading, the Competition Commission, the Information Commissioner, the Advertising Standards Authority, or any similar authority established from time to time.

Revised Minimum Term – the revised contractual minimum term applicable following an upgrade, regrade, migration or tariff change during the Initial Term or any Extended Term.

Service – A service provided by Tela pursuant to this Agreement as described in the relevant Service Specific Terms.

Service Period – The contractual period during which the Customer receives a Service, comprising the Initial Term and any subsequent Extended Term.

Service Specific Terms – A Schedule that sets out service specific information such as terms and conditions, specifications, and other technical information.

SIM Card – A subscriber identity module card, which is an electronic memory device for storing user specific data to allow controlled and secure use of Equipment on the Network.

Software – A machine executable computer program, software module or software package or any part thereof (in object code only), supplied by TELA or its licensors to Customer irrespective of how it is stored or executed.

Software License – The terms and conditions that prescribe how Customer shall use Software and set out the rights of the Software owner/licensor and the Software user in relation to such Software.

Standard List Price(s) – TELA's standard unsubsidised Charges for all business Services and Equipment as advised to Customer by Tela and/or as made available on request by Tela (as amended by Tela from time to time).

Subsidy – Any fund which may be used by the Customer for further equipment or services and/or any other sum or investment paid or made available to the Customer by Tela under the Contract, all of which are, for the avoidance of doubt, made at the sole discretion of the Supplier. This includes Cashback, Hardware Fund, Hardware Allowance, Termination Fees, and discounts.

Termination Notice Window – The period commencing one hundred and eighty (180) days prior to the expiry of the applicable Initial Term or Extended Term and ending ninety (90) days prior to such expiry, during which a valid notice of termination may be served.