



KINEX TERMS AND CONDITIONS FOR PHONE, MOBILE AND BROADBAND SERVICES

“**Broadband Service**” means the service we provide to you enabling you to access the Internet.

“**Call Service**” means the service we provide to you enabling you to make and receive telephone calls.

“**Charges**” means our charges to you for the Services as set out in the Pricing Schedule; such charges may be varied in accordance with clause 10.2 and clause 16.6.

“**kinex**” or “**us**” or “**we**” means Verastar Limited of Longley House, Longley Lane, Manchester, M22 4SY trading as kinex.

“**Conditions**” means these terms and conditions as amended by us from time to time in accordance with clause 16.6.

“**Contract**” means the contract between us and you consisting of:

- (a) these Conditions;
- (b) the Front Sheet;
- (c) the relevant Service Schedule(s);
- (d) our Acceptable Use Policy;

“**Customer**” or “**you**” means the party named as such on the Front Sheet.

“**Customer Equipment**” means any equipment which you own or rent from a third party which is connected to the Network and used by you for the Call Service and the Mobile Service.

“**Equipment**” means any equipment we provide to you in connection with the provision of the Service, including, but not limited to, Routers, mobile handsets and SIM Cards.

“**Fraud**” means a third party or parties (excluding your employees, contractors or agents) illegally accessing the phone lines we provide to you to make calls, for example by dial through fraud or call forwarding fraud.

“**FraudDefender**” means our fixed line fraud monitoring Service which enables us to monitor the fixed line(s) we supply to you for unusual activity and, where we detect this, allows us to suspend the fixed line(s) where we believe this is advisable to prevent actual or potential Fraud.

“**Front Sheet**” means the sheet or sheets to which these conditions are attached that includes your contact details and details of the types of Service(s) to be provided by us to you.

“**Group Company**” means, in relation to you or us (as the case may be) you or us, each and any subsidiary or holding company from time to time and each and any subsidiary of a holding company of that company, as “subsidiary” and “holding company” are defined in section 1159 of the Companies Act 2006.

“**Line Rental Service**” means the line rental service we provide to you enabling you to make and receive calls.

“**Minimum Period**” means the minimum period for the Service, the initial term of which is set out on the Front Sheet and which starts on the Service Start Date; the minimum period may be renewed on agreement between you and us from time to time for further minimum periods for the same length as, or different to, the initial term.

“**Mobile Service**” means the mobile service we provide to you enabling you to use and receive a range of mobile services including, but not limited to, messaging services, age restricted services and premium services.

“**Network**” means the mobile network over which the Mobile Service and mobile Call Service is provided.

“**Network Operator**” means the provider of the Network.

“**Number**” means the telephone number(s) allocated to you under this Contract.

“**Pricing Schedule**” means the schedule used to calculate the Charges, a copy of which is available at kinex.co.uk/terms-and-pricing as varied by us from time to time by us in accordance with clause 10.2 and clause 16.6.

“**Router**” means a modem or router provided by us for use by you in connection with the Broadband Service.

“**Service**” means any or all of the following (as indicated on the Front Sheet(s) and as amended from time to time): the Broadband Service, the Call Service, the Line Rental Service, the Mobile Service and any installation services.

“**Service Schedules**” mean the schedule to these Conditions that describes the Service we will supply.

“**Service Start Date**” means the date on which the Service is first made available to you save that in the case of the Broadband Service, for non-fibre based Broadband Service it is the date we tell you the Broadband Service has been activated and for fibre based Broadband Service it is the date on which we complete the installation of the Broadband Service.

“**SIM Card**” means a subscriber identity module which allows access to the Network and use of the Call Service and Mobile Service when installed and used in Equipment or Customer Equipment.

“**Standard Variable Rate**” means our published standard variable rate tariff which is listed in the Charges.

1. Commencement

- 1.1. The Contract begins on the date you sign the Front Sheet or agree verbally to enter into the Contract (as applicable). The Minimum Period starts on the Service Start Date. You may terminate the Contract at any time before your Service Start Date as set out in clause 14.1.

2. Provision of the Service

- 2.1. Any orders placed for the Service are business to business transactions to which the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Protection (Amendment) Regulations 2014 do not apply.

3. Site preparation, access and installation

- 3.1. You will prepare the site in accordance with any instructions we or our appointed agents may give and will provide us/our appointed agents with access to the site for the purposes of installation, programming, repair and maintenance.
- 3.2. You will obtain any permission needed to put Equipment on the site.
- 3.3. You and we will meet each other's reasonable safety and security requirements when on your site and will look after each other's equipment.
- 3.4. We will try to provide the Service by any date we agree but all dates are estimates only.
- 3.5. You are responsible for making good the site after we or our appointed agent have carried out any work at the site, including putting items back and re-decorating.

4. Faults and repair

- 4.1. We will try to provide uninterrupted service but you understand and agree that, from time to time faults, including intermittent faults, may occur.
- 4.2. If you report a fault in the Service we or our appointed agent will try to repair the fault in accordance with the Service Schedule. However, you acknowledge that the repair may be delayed due to issues such as engineer availability or lack of access and so we cannot guarantee how long it will take to repair a fault. If (a) we work outside the hours stated in the Contract; or (b) we find there is no fault; or (c) we find you or your equipment have caused the fault, we may apply a charge as stated in the Pricing Schedule or, if none is stated, based on our reasonable costs.

5. Operational Changes

- 5.1. From time to time we may:
 - 5.1.1. change any Numbers given to you, the performance or functionality of the Service or the way in which we provide the Service, provided this will not affect the performance or functionality of the Service to your significant detriment.
 - 5.1.2. interrupt or suspend the Service as set out in clause 12.
 - 5.1.3. change the Network to another network of similar quality.

6. Numbers

- 6.1. You will not own or have any right to sell or agree to transfer the Number(s) related to the Service.

7. Monitoring and recording calls

- 7.1. We may monitor and record our communications with you, including emails and phone conversations and use such information for training purposes, quality assurance, to record details about your Services and to meet our legal and regulatory obligations.

8. Consent

- 8.1. Unless you tell us otherwise, you consent to receive marketing messages from us and any Group Company electronically and via phone and direct mail. If you wish to tell us to stop sending these messages, please follow the process set out in our Privacy Policy, a copy of which is available at kinex.co.uk/privacy-policy.

9. WEEE Regulations

- 9.1. You are responsible under Regulation 9 of the Waste Electrical and Electronic Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). We acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations. You will indemnify us against any third party claims or legal proceedings brought or threatened against us which would not have been caused or made if you had carried out your express or implied obligations under this clause or in connection with the WEEE Regulations.

10. Charges and payments

- 10.1. We will invoice you monthly in pounds sterling for the Services you have chosen in accordance with the Pricing Schedule. We may charge you for Service at our Standard Variable Rate if you are not within the Minimum Period or a fixed term renewal period.
- 10.2. The Pricing Schedule includes an annual price increase which will be the annual percentage increase in the retail price index (RPI) published by the Office for National Statistics. The price increase will take effect in January of each year of the Minimum Period and any fixed term renewal period.
- 10.3. We will send you your invoice electronically unless otherwise agreed (in which case we will charge the relevant fee detailed in the Pricing Schedule for paper billing). We invoice any fixed monthly Charges, such as line rental, equipment rental and broadband monthly charges, in advance and we invoice non fixed charges, such as call charges and connection charges, monthly in arrears. We may require you to provide a deposit for your call charges. Payment will be due on the date specified in the invoice and, if you pay by direct debit, will be taken from your account on or around that date.
- 10.4. There may be delays in Charges appearing on your invoice due to, for example, delayed receipt by us of call data records from third parties such as where you have made roaming calls.
- 10.5. You must pay all Charges by direct debit unless otherwise agreed and must tell us promptly of any changes to your bank details that may affect payment of the Charges. If you do not pay our invoice by direct debit, we will charge the fee detailed in the Pricing Schedule for payment collection and processing services.

- 10.6. All Charges are exclusive of VAT which will be payable at the then applicable rate. Early termination charges (if any) will not be subject to VAT.
- 10.7. We will charge interest on unpaid invoices from the due date until payment at the rate of 1.5 per cent per month or part month.
- 10.8. You acknowledge that you are responsible for and will pay the Charges for the Service, whether you or someone else uses the Service. If the Equipment/Customer Equipment containing the SIM Card or the SIM Card itself is lost or stolen, you must notify us of the loss or theft in accordance with the instructions on our website available at kinex.co.uk/main-services-menu/helpzone/mobile. You will be responsible for all Charges including all call charges until you notify us of the loss or theft and will have to pay for a replacement SIM Card and mobile handset. From the point at which you notify us you will not be responsible for future call charges but will continue to be responsible for all other Charges.
- 10.9. You agree to provide us with any information we reasonably require to carry out necessary credit status enquiries.
- 10.10. You agree not to delay or withhold payment to us for any reason. Any payments you make, including payments you make to us for services other than the Services, shall be applied by us as we see fit.
- 10.11. You agree to promptly reimburse us any costs we incur as a result of your non-payment of the Charges.

11. Your obligations

- 11.1. You agree:
 - 11.1.1. to comply with our Acceptable Use Policy, a copy of which can be found at kinex.co.uk/acceptable-use-policy;
 - 11.1.2. to inform us by providing at least 30 days advance notice by calling our customer service number of any changes in the information you have provided in the Front Sheet, such as change of business name or change of address;
 - 11.1.3. to inform us by providing at least 30 days advance notice of your business ceasing to trade by calling our customer service number or by emailing service@kinex.co.uk;
 - 11.1.4. to terminate at your own expense any contracts you have with alternative providers who provide you with services the same as or similar to the Services;
 - 11.1.5. that we will be your only supplier of services the same as or similar to the Service during the term of the Contract;
- 11.2. If you change address we will transfer the Service to your new address and this Contract shall continue. We will use reasonable endeavours to provide you with the same Number(s) but you acknowledge that this may not be possible and agree to pay our reasonable costs incurred in transferring the Service to the new address.

12. Suspension of Service

- 12.1. We may suspend the Service:
 - 12.1.1. for technical, operational or other reasons;
 - 12.1.2. if we have to as a result of a direction or request from a government department, the emergency services or a regulatory or administrative authority;
 - 12.1.3. if required to do so to maintain or improve the Service in which case we will endeavour to ensure this suspension is for as short a time as possible;
 - 12.1.4. if you have not paid an invoice 14 days or more after payment was due;
 - 12.1.5. if we reasonably believe you are failing to use the Service in accordance with the terms of the Contract.
- 12.2. Any suspension of the Service does not affect your obligation to pay for the Service during or after the suspension period and our right to charge a termination fee.
- 12.3. We shall not be liable to you for any losses you may incur as a result of the suspension of the Service.
- 12.4. We may give you advance notice of suspension.

13. Liability

- 13.1. Neither you nor we exclude or limit our liability for death or personal injury caused by our negligence.
 - 13.2. We shall not be liable for any loss or damage caused to you except where caused by our negligent acts or negligent omissions or our breach of contract and in such event our total liability to you under this Contract for any loss or damage shall be limited to £5000.
 - 13.3. Subject to clause 13.1 we shall not be liable to you for: any indirect, consequential and/or special loss or damage; (subject to clause 13.5) any losses arising as a result of fraudulent activity relating to the Service even where you are provided with FraudDefender as it will not always prevent all fraudulent activity from taking place; loss of profit; loss of revenue, loss of production or loss of business; loss of contracts; loss of goodwill, loss of reputation or loss of opportunity; loss of anticipated savings or loss of margin; loss or destruction of data; wasted management, operational or other time; any liability you may have to third parties; or the acts or omissions of Network Operators or other providers of telecommunication services on whom we have to rely.
 - 13.4. You are advised to obtain your own business continuity insurance.
 - 13.5. If you subscribe to FraudDefender then, subject to clause 13.6 we shall, provided:
 - 13.5.1. we decide, acting reasonably, that you have been a victim of Fraud; and
 - 13.5.2. you accurately complete and return our fraud pack (which can be provided on request);
 - 13.5.3. you accurately complete and return an Action Fraud report (which you can discuss with our credit control department); and
 - 13.5.4. you pay us the lower of (a) our Charges in relation to the calls made through Fraud; and (b) £500 (such sum to be varied from time to time as set out in clause 16.6).
- bear the costs for calls made through Fraud. Our liability under this clause shall not be subject to the limit of liability in clause 13.2.
- 13.6. You acknowledge that FraudDefender does not prevent all unauthorised access to the Customer Equipment or Equipment and that you are responsible for setting up and maintaining the security of such Customer Equipment and Equipment.

14. Ending our Contract

- 14.1. You may terminate the Contract at any time up until the Service Start Date without charge or any other form of compensation.
- 14.2. You may terminate the Contract:
- 14.2.1. without penalty by telephone or by post on or after the end of the Minimum Period or any other fixed term period;
 - 14.2.2. if we cease business; have bankruptcy or insolvency proceedings brought against us; make an arrangement with our creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of our assets; we go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
 - 14.2.3. if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with your creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
 - 14.2.4. if we change the Conditions and/or the Charges to your material detriment, for example by increasing your recurring Charges. If we do we will notify you in writing (by email or post) at least one month before the change is due to take effect. You have 30 days from the date on which we inform you of the change to give us written notice to end the Contract.
- 14.3. Subject to clause 14.4, if you terminate the Contract during the Minimum Period or any other fixed term period or we terminate for your material breach such as for failure to pay we will charge you a termination fee as set out in the Pricing Schedule. If you substantially reduce the volume of Service you take from us, for example by reducing the number of lines, we reserve the right to charge a termination fee as set out in the Pricing Schedule. You agree this represents a fair and reasonable estimate of the losses we will incur if you terminate the Contract early.
- 14.4. If you are a sole trader or partnership you will not be required to pay an early termination fee when you cease business if you provide a recently issued letter confirming you have ceased to trade from any of the following: a firm of solicitors/a licensed insolvency practitioner/an accountancy firm, each of which must be registered with and regulated by their respective regulatory authority. The letter must confirm you have ceased trading in all business capacities in which you were formerly engaged.
- 14.5. We may terminate the Contract:
- 14.5.1. if you materially breach any of the terms of this Contract including, but not limited to (a) failing to pay any invoices when they fall due for payment; (b) failing to pay by direct debit (unless otherwise agreed); (c) closing or moving your business without notifying us in writing.
 - 14.5.2. if you cease business; have bankruptcy or insolvency proceedings brought against you; make an arrangement with creditors (other than for solvent amalgamation or solvent reconstruction); a receiver, administrative receiver or administrator is appointed over any of your assets; you go into liquidation; a notice is given, a petition issued, a resolution passed or any other step is taken to start any of the above procedures; or there is a corresponding event under Scottish law;
- 14.6. If you or we terminate this Contract within the Minimum Period, you will, within 14 days of the date of termination, return any Equipment to us in good condition and suitable packaging. If you do not, we reserve the right to charge you for each piece of Equipment at the rate set out in the Pricing Schedule or, if not set out in the Pricing Schedule, as notified to you post termination.
- 14.7. Any mobile handsets returned must not be locked to an account. If they are, we reserve the right to charge you a locked handset fee as notified to you post termination.

15. Confidentiality

- 15.1. You and we shall, subject to clause 15.2, keep confidential all confidential information about each other obtained under or in connection with the Contract. Each of us may disclose the others confidential information to our officers, employees, advisers, subcontractors and contractors that need to know the relevant confidential information to enable the provision or receipt of the Service, provided that we procure that each such person to whom the confidential information is disclosed complies with the obligations set out in this Contract as if they were you or us.
- 15.2. You or we may disclose each other's confidential information to the minimum extent required by:
- (a) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - (b) the rules of any listing authority or stock exchange on which our shares are listed; or
 - (c) the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the confidential information disclosed)
- provided it gives the other the maximum written notice permissible under the demand in which to make representations and mark the required information as the confidential information of the other party.
- 15.3. Information we hold about you may be used for fraud prevention and credit vetting purposes and this may include us sharing such information with third party companies including other communication companies.

16. General

- 16.1. You may not assign or transfer this Contract or any rights under it to any third party without our prior written consent. We may assign or transfer this Contract or our rights under it.
- 16.2. Neither you nor we shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of our obligations under this Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control including, but not limited to, acts or omissions of other telecommunication services providers. If the period of delay or non-performance continues for eight weeks, the party not affected may terminate this Contract on 30 days written notice to the affected party.
- 16.3. If any provision of this 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 shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Contract.

- 16.4.** Each of us acknowledges that, in entering this Contract we have not relied on, and shall have no remedy in respect of, any representation, or warranty that is not set out in this Contract, except in the case of fraud.
- 16.5.** If you wish to make a complaint about the Service, please follow the process set out in our complaints procedure on kinex.co.uk/contact/complaints-procedures/communications-complaints-procedure.
- 16.6.** We may, from time to time, make changes to these Conditions and to the Charges. Where those changes are materially detrimental to you, we will notify you of the changes in accordance with clause 14.2.4. Where the changes are not materially detrimental to you we will notify you in writing (by email or post) at least 14 days before the changes are due to take effect.
- 16.7.** A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.8.** Notices given under the Contract must be in writing and delivered by hand, email or first class post to the following addresses:
- (a) to us at the address shown on the bill or any address we provide to you for this purpose; or
- (b) to you at any one or more of the following: the address to which you ask us to send bills or the address of the site or your primary email address or, if you are a limited company, your registered office.
- This clause does not apply to notices given by us to you under clauses 14.2.1, 14.2.4 or 16.6.
- 16.9.** A notice will be served: if delivered by hand at the time of delivery; if sent by first class post, 3 working days after the date of posting; and if sent by email, at the time of successful transmission.
- 16.10.** By applying for one or more Service you are confirming that you have read our privacy policy, the link to which is in clause 8.1, and that you agree: (i) to the use and sharing of your data as explained in the privacy policy, and (ii) to receiving marketing communications from us and our group companies by email, text, post or telephone, unless you have told us you do not wish to receive such information.
- 16.11.** This Contract is governed by English law and subject to the exclusive jurisdiction of the English courts.