

1. Definitions

“IntraLAN Group Ltd”	means any company within the IntraLAN Group.
“IntraLAN”	means any company within the IntraLAN Group.
“Customer”	means the person or body corporate detailed overleaf.
“Charges”	means Call Charges, Installation Charges, Standing Charges, Number Rental Charges, and other Charges made under this agreement and as set out in the price list. Such Charges may be amended by IntraLAN Group Ltd from time to time by giving the Customer 30 day’s prior written notice.
“Call Charges”	means the sums payable by the Customer for telephone calls made (or as the case may be for telephone calls received) by the Customer in using the service.
“Other Charges”	means any other Charges not included in Call Charges, Data Charges, Installation Charges, Standing Charges and Number Rental Charges which the Customer agrees or is liable to pay under this Agreement such other charges being deemed part of the Price List for purposes of amendment.
“Installation Charge”	means the charge, if any, for the installation of any Equipment.
“Attachment”	means a document that is attached to this Agreement detailed overleaf, that forms part of the Agreement.
“Initial Period”	means the minimum period subject to clause 2 that this agreement is in force.
“Minimum Notice”	means the written notice of termination of not less than 30 (thirty) days.
“Network”	means the telecommunication system to which IntraLAN Group Ltd is providing the Customer access.
“Network Operator”	means the operator of a telecommunication network mobile network.
“Mobile Phone”	means the mobile phone supplied to the Customer by IntraLAN Group Ltd for the use of the Service.
“Equipment”	means any Equipment or products provided by IntraLAN Group Ltd to the Customer as part of the Services.
“SIM Card”	means the card provided by IntraLAN Group Ltd to the customer needed to use the Global System for Mobile Communications (GSM) or GPS or GPRS.
“Price List”	means the sheet or tariff for charges for services provided by IntraLAN Group Ltd.
“Mobile Service”	means the supply, connection and provision of the services and equipment indicated on the Network Service Agreement, and/or on the detailed attachments, which relate specifically to services over a mobile telecommunication Network.
“Additional Services” or “Optional Services”	means those services defined by IntraLAN Group Ltd on the Additional Services sheet, that they may introduce, modify, introduce a charge or withdraw from time to time. “Additional Services” or “Optional Services” may carry additional Terms and Conditions.
“Service or Services”	means any of the above services.

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“Network Provider” means IntraLAN Group Ltd or such other Network Provider as may be provided by IntraLAN Group Ltd from time to time.

“Site” means the Customer’s site at which the Equipment shall be installed (and/or programmed) if necessary and/or the Service provided.

2. Effective Date and Term

2.1 This Agreement shall have effect from its Effective Date. The Effective Date shall be the date of acceptance of the Agreement by IntraLAN Group Ltd detailed overleaf.

2.2 This Agreement shall come into full force and effect on the Effective Date and subject to clause 11 shall continue to be in full force and effect for the Initial Period, if any, and shall continue thereafter, unless and until terminated by either party giving to the other not less than the Minimum Notice in writing.

2.3 For the avoidance of any doubt the Initial Period shall commence from the date that Services are connected.

3. Service

3.1 IntraLAN Group Ltd agrees to provide the Services to the Customer and the Customer agrees to use the Services on the terms set out in this Agreement. IntraLAN Group Ltd is not contractually obliged to provide Additional services as defined on the Additional Service sheet (such as but not limited to online account access).

3.2 For the avoidance of any doubt, Services supplied to the customer, at the time this agreement is signed and dated by the customer or in the future, not detailed on this agreement or any of its Attachments will be subject to the terms of this agreement.

3.3 The Customer undertakes to comply with all reasonable instructions given by IntraLAN Group Ltd relating to the Services and not to use the Services for any other purpose which is improper, unlawful or offensive or in a manner which constitutes a violation or infringement of any act or regulation or of any duty or obligation of IntraLAN Group Ltd, statutory or otherwise to any third party.

4. Mobile Service

4.1 Terms of service may be varied between different Tariffs or Network Operations (e.g. Orange, Vodafone etc) including but not limited to Handset replacement policies, fair usage policies or Hands-free kit installation policies. These are available on request.

4.2 The SIM Card is supplied shall at all times remain the property of the Network Operator.

4.3 In the event the Customer wishes to transfer its mobile telephone numbers to another supplier after the relevant Initial Periods have expired, IntraLAN Group Ltd will arrange for the transfer of the telephone number to the new supplier providing that the appropriate period of notice to terminate has been given and upon payment of a reasonable administration fee and upon all sums due to IntraLAN Group Ltd under this Agreement being paid up to date, together with a deposit in respect of unbilled calls.

4.4 Where IntraLAN Group Ltd supply any equipment free of charge the title shall remain with IntraLAN Group Ltd.

4.5 For the avoidance of any doubt it is expressly agreed that where IntraLAN Group Ltd has supplied the Customer further Mobile Phones at a subsidised price (upgrade) the Customer

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accepts the Initial Period of the respective upgraded Mobile Service is extended by an additional Initial Period from the date of supply of the

upgrade or such period as has been agreed by IntraLAN Group Ltd in writing.

4.6 Any Mobile Services connected under this agreement (not detailed overleaf) will be subject to this agreement and will be treated as if a new agreement was taken out for each Service and therefore must be connected for an additional Initial Period (as detailed in the Network Service Agreement) from the date of connection.

4.7 For the avoidance of any doubt all services will be connected upon receipt by the customer of the equipment. The customer shall be liable for payment of any charges from this date on.

5. Teleservices

5.1 If the Services referred to in clause 1 shall be one or more of the Teleservices provided by IntraLAN Group Ltd from time to time, including but not limited to local call rate, national call rate, premium rate, freephone and intelligent routing of non-geographical numbers, the following shall apply:

5.1.1 the Customer acknowledges that any telephone number used by the Customer as part of the Services does not belong to the Customer and no rights shall be acquired in it or any attempt made to apply for registration of the same as a trade or service mark by the Customer.

5.1.2 IntraLAN Group Ltd shall be entitled, for operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on IntraLAN Group Ltd by the IntraLAN Group Ltd Licence or by any other competent authority, to withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer provided that IntraLAN Group Ltd gives the Customer the maximum period of notice in writing thereof practicable in the circumstances.

5.1.3 The Customer shall notify IntraLAN Group Ltd no less than 30 days written notice (or such other notice as may be agreed between parties from time to time) in the event that an above average increase in the usage in any part of the Services is likely to occur, IntraLAN Group Ltd shall have no liability whatsoever to the Customer in respect of any failure by IntraLAN Group Ltd to deliver any part of the Service should notice not be given by the Customer in accordance with this clause.

6. Responsibilities of the Customer

6.1 The Customer undertakes to use the Services in accordance with such reasonable or necessary conditions as may be notified in writing to the Customer by IntraLAN Group Ltd from time to time.

6.2 The Customer shall use the Services, Mobile Phone and Equipment in the way described in the user guides or other instructions distributed by IntraLAN Group Ltd.

6.3 The Customer agrees:

6.3.1 not let, sell, charge, assign, sub-licence, allow use by a third party of, or otherwise encumber the Equipment in whole or in part in any manner whatsoever and shall not prejudice IntraLAN Group Ltd's rights in such Equipment in any way.

6.3.2 to be responsible for the Equipment whilst it is in the Customer's custody

6.3.3 to notify IntraLAN Group Ltd immediately of any faults which occur, any repairs which become necessary or of any loss or damage to the Equipment. The Customer shall indemnify IntraLAN Group Ltd against any loss or damage to the Equipment.

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6.3.4 not by itself, its agents or its servants or otherwise to carry out any repairs, alterations, modifications or maintenance or make any additions or attachments to or otherwise alter the Equipment without the prior written consent of IntraLAN Group Ltd.

6.3.5 to allow IntraLAN Group Ltd access at all reasonable times to the site for the purpose of implementation and performance of this Agreement and to provide IntraLAN Group Ltd, free of charge, with all information and assistance reasonably required by IntraLAN Group Ltd to perform its obligations under this Agreement.

6.3.6 that any telecommunications equipment supplied or used by the Customer in conjunction with the Equipment is in good working order and complies with all applicable legislation and standards.

6.3.7 that it shall be solely responsible at all times for the safety, safe custody and safe use of the Services and the SIM Card and shall take adequate precautions to prevent damage thereto or unauthorised use or theft thereof:

6.3.8 to inform IntraLAN Group Ltd's Customer Services Department or the relevant Network Operator immediately by telephone if the SIM Card or Phone is lost stolen, damaged or destroyed or is likely to be used in an unauthorised manner; and that:

6.3.9 if the SIM Card or Phone is stolen, lost, damaged or destroyed the Customer shall be responsible to pay any call charges incurred until the Customer has informed IntraLAN Group Ltd or the relevant Network Operator.

6.3.10 to indemnify IntraLAN Group Ltd against all liabilities, claim, damages, losses and expenses arising from or in any way connected with any such use as prescribed in this Clause 7.

7. Payment

7.1 All Charges shall be as set out in the Network Service Agreement, quoted in writing, or stated in the IntraLAN Group Ltd Price List as current from time to time. All Charges are exclusive of Value Added Tax.

7.2 Where indicated overleaf (special instructions) this contract may be subject to a minimum annual spend on Charges.

7.3 All Charges shall be paid in full by the Customer without any set-off whatsoever.

7.4 Following notification to the Customer that the Services are available for use, the Customer shall be invoiced by IntraLAN Group Ltd for the connection charge, monthly in advance for line rental and any insurance premium and monthly arrears for all other Charges.

7.5 Payment shall be made by Direct Debit and is due within fourteen (14) days of the invoice date. The time of payment of all Charges shall be the essence of this Agreement. If payment in full is not received by IntraLAN Group Ltd upon the due date, IntraLAN Group Ltd shall be entitled at its sole discretion to levy a late payment charge of £20 per month or 5% per month above the base lending rate of Barclays Bank whichever is the greater for any unpaid overdue balance.

7.6 All Charges shall be calculated by reference to data recorded or logged by IntraLAN Group Ltd and not by reference to data recorded or logged by the Customer.

7.7 The provisions of this clause 8 shall survive the termination of this Agreement.

8. Use of the Services

8.1 The Services may be excluded from time to time from parts of the United Kingdom and from other countries. The Service may also be restricted within those countries where access to the Service is provided.

8.2 A deposit may be required if the Customer wishes to make international calls, this deposit will be returned after 4 months from the receipt of the deposit by IntraLAN Group Ltd if the

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Customer is up to date with all payments. IntraLAN Group Ltd will not pay interest on deposits.

8.3 IntraLAN Group Ltd will use its reasonable endeavours to provide the Services to the Customer on the date agreed between the parties but IntraLAN Group Ltd shall not be held liable in any way if the Services are not provided on that date.

8.4 IntraLAN Group Ltd or its agents may occasionally record or monitor some of your telephone calls for training or quality purposes. These recordings will be kept confidential and will not be used for any other purpose.

8.5 IntraLAN Group Ltd reserves the right to alter any name, number or code associated with the Services from time to time.

8.6 Individual Tariffs or Services may carry additional Terms and Conditions including but not limited to 'Usage Policies'.

9. Liability of IntraLAN Group Ltd

9.1 Up to £1,000,000 for death or personal injury resulting from our negligence.

9.2 Other than in accordance with 10.1 IntraLAN Group Ltd's liability in contract, tort or otherwise shall be limited to the value of the charges payable by the Customer but excluding any additional, indirect or consequential loss.

10. Termination

10.1 Without prejudice to their rights under this Agreement, IntraLAN Group Ltd and the Customer shall have the right to terminate this Agreement forthwith in the event that:

10.1.1 the other party is in default in its performance or observance of any of its obligations under this Agreement and, in the case of a remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so.

10.2 Without prejudice to its other rights, IntraLAN Group Ltd shall have the right to forthwith to terminate this Agreement by notice in writing to the Customer without incurring any liability whatsoever in the event that:-

10.2.1 the Customer fails to make any payment when it becomes due to IntraLAN Group Ltd.

10.2.2 any other circumstances outside the control of IntraLAN Group Ltd prevent the continuing supply of the Services including, but not limited to, any licence held by IntraLAN Group Ltd ceasing to be valid;

10.2.3 IntraLAN Group Ltd's agreement with the Network Operator terminates for any reason whatsoever;

10.2.4 an interim order is applied for or made, a petition for a bankruptcy order is made, or a voluntary arrangement is approved or an administration order is made, or a receiver is appointed in respect of the Customer's assets or undertakings or a petition to wind up the Customer is passed or presented, or if any circumstances arise which entitle a Court or a creditor to appoint a receiver, administrative receiver or administrator, or to present a winding-up petition or obtain a winding-up order.

10.3 In the absence of default or failure on the part of IntraLAN Group Ltd, if this Agreement is terminated for any reason by either party within the Initial Period, the Customer must immediately pay all Charges which would have been payable for the remainder of the Initial Period, including call Charges that will be calculated as follows: Mean average call Charges per day (from the day service commences until services are suspended) multiplied by the number of days still remaining on initial period. The

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customer acknowledges that this is a true reflection of the loss to IntraLAN Group Ltd and not a penalty.

10.4 If this Agreement is terminated for any reason by either party at any other time, the Customer must immediately cease to use the Services and pay all outstanding Charges.

11. Suspension of Service

11.1 Notwithstanding the provisions of clauses 8 or 11 above, IntraLAN Group Ltd may at its sole discretion Elect to suspend forthwith the provision of the Services until further notice without liability to the Customer on notifying the Customer either orally (confirming the same in writing wherever possible) or in writing in the event that:-

11.1.1 the Customer is in breach of any term of this Agreement;

11.1.2 IntraLAN Group Ltd is obliged to comply with an order, instruction or request of government, an emergency service organisation or other competent authority.

11.1.3 the Customer is suspected, in IntraLAN Group Ltd's reasonable opinion, of involvement with fraud in connection with the use of the Services or with this Agreement; or

11.1.4 suspension of the Service is necessary for IntraLAN Group Ltd to comply with its maintenance obligations for operational reasons, or due to an emergency.

11.2 Any exercise by IntraLAN Group Ltd of its right of suspension under this clause 11 shall not exclude IntraLAN Group Ltd's right to terminate this Agreement.

11.3 The Customer shall pay IntraLAN Group Ltd all ongoing Charges and any disconnection charges in respect of the Service and/or subsequent reconnection charges, save that this shall not apply where the suspension is implemented otherwise than as a consequence of the breach, fault or omission of the Customer.

12. Intellectual Property rights and Confidentiality

12.1 All intellectual property rights subsiding in the Equipment (including any software which forms or is part of the Equipment) provided by IntraLAN Group Ltd shall remain the property of IntraLAN Group Ltd or its licensor. IntraLAN Group Ltd grants to the Customer a non-exclusive and non-transferable licence to use the software in or which forms or is part of the Equipment solely for the operation of the Equipment pursuant to this Agreement.

12.2 On termination of this Agreement for any reason, any software licence granted to the Customer under this Agreement will terminate forthwith. The

Customer agrees that it will return or destroy, at IntraLAN Group Ltd's request, and erase all copies thereof from its computer equipment, the software which forms the Equipment or part thereof. On request by IntraLAN Group Ltd the Customer will certify that it has complied with the provisions of this clause 12.

12.3 The Customer shall not reproduce own nor allow any third party to use, nor modify the software.

12.4 IntraLAN Group Ltd does not warrant that any software supplied to it forming the Equipment or part thereof will be free from defects or fit for any purpose except that described on any accompanying documentation nor does it make any representations or warranties concerning the compatibility of the software with the Customer's own computer equipment. IntraLAN Group Ltd shall not be liable for any loss or damage incurred by the Customer due to any defect in the software. The sole liability of IntraLAN Group Ltd in respect of any defects shall be for IntraLAN Group Ltd to use its reasonable endeavours to procure that its

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own licensor provides correction of documented program errors not caused by the Customer, its employees or agents. IntraLAN Group Ltd's obligation to procure correction of such program errors shall cease after 90 days from the Effective Date.

12.5 IntraLAN Group Ltd shall provide the Customer with updates whenever available to any software supplied which forms the Equipment or part thereof and reserves the right to charge the Customer a reasonable fee for such updates.

12.6 Copyright in all documents and information supplied to the Customer under this Agreement shall remain vested in the IntraLAN Group Ltd or the copyright owner.

12.7 All documents, drawings and information supplied by IntraLAN Group Ltd are confidential and cannot be copied, disclosed or used except for the purpose for which they are supplied, without the prior written consent of IntraLAN Group Ltd. The Customer shall ensure that its employees comply with the obligations of this clause 12.

13. Assignment

13.1 This Agreement may not be assigned in whole, or in part, by the Customer without the prior written consent of IntraLAN Group Ltd, such consent not to be unreasonably withheld.

13.2 IntraLAN Group Ltd may assign this Agreement to an associated company or another Network Provider of the Network at any time.

14. Force Majeure

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control, including, but not limited to, any act of God, inclement weather failure or shortage of power supplies, flood, drought, lightening or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government highways authorities, other telecommunications operators or administrators or other competent authorities, war, military operation, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of any equipment provided under this Agreement.

15. Entire Agreement

This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral and this Agreement may only be modified if such modification is in writing and signed by IntraLAN Group Ltd and the Customer.

16. No Waiver

Failure by either party to enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or any right on any later occasion.

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17. Notices

Any notice, invoice or other document to be given under this Agreement may be given by either party only by posting by registered first class post or delivering the same or sending the same by facsimile transmission to the other party at the address notified by such other party in writing as the address to which notices, invoices and other documents may be sent. Such notice, invoice or other document shall be deemed duly given forty-eight hours after posting or, if served by delivery, upon delivery or, if sent by facsimile transmission, at the time of transmission.

18. Severability

Any provision of this Agreement which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of this Agreement which shall continue unaffected.

19. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

20. Variation

IntraLAN Group Ltd may from time to time with immediate effect vary any of the terms and conditions of this Network Service Agreement (or introduce new terms and conditions) as a direct result of new legislation, statutory instruments, Government regulations or licences, amendments to the Network Providers standard terms and conditions or similar events, providing this shall be limited to the extent deemed by IntraLAN Group Ltd to be reasonably necessary for compliance therewith.

21. General

Paragraphs 7, 8, 9, 10.4, 12, and 20 shall survive termination or expiry of this Agreement.

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