



Communications **Plus** and Cellular **Solutions**

Terms & Conditions

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COMMUNICATIONS PLUS LTD incorporating CELLULAR SOLUTIONS NORTH EAST LTD – NETWORK BILLED – MOBILE AIRTIME T's and C's – 1 Oct 2025

1. Definitions:

Airtime agreement: means the agreement that governs the provision of airtime services from the relevant network/service provider.

Airtime services: means cellular mobile telecommunications airtime and network capacity procured from a network/service provider.

API (Annual Price Increase): an annual price increase in pounds and pence as stated in their terms and conditions from the relevant network/service provider.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Business Tariff: Any new or upgrading business customer on a Business plan, Business SIMO, Business Data Only or Business Data SIMO tariffs, provided by the relevant network/ service provider. Each year, your monthly Rental Charges will be increased by RPI, CPI, RPI+ or API as stated in the terms and conditions supplied at point of sale, subject to changes, by the relevant network/ service provider.

Buyout: means, credit paid to cover the cost of ending your current contract.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 10.

Connection: means the connection of an end user to a network or service provider such that the end user can access and utilise the airtime services.

Contract: the contract between the Supplier and the Customer for the supply of the Goods in accordance with these Conditions.

CPI: an annual price increase based on Consumer Price Index (RPI), and as described in the network/ service providers terms and conditions.

Customer: the person or firm to whom the Goods are supplied by the Supplier.

Deliverables: means the Equipment and Services together.

Device: means a handheld mobile telecommunications device as specified on an Order.

Downward migration: means in respect of a connection, the transfer (at the request of the Customer) from one tariff provided by the network/service provider ('the old tariff') to another tariff provided by that same network/service provider ('the new tariff') that results in the Customer being charged a lower monthly line rental than it was being charged under the old tariff and the phrase 'downward migrated' shall be construed accordingly.

Equipment: means any mobile telecommunications equipment supplied to the Customer in connection with the SOA or airtime agreement.

Equipment Fund: means a financial incentive offered when the Customer enters into an SOA and Airtime agreement, in the form of a fixed amount of cash available to purchase hardware or otherwise be satisfied subject to the terms of this agreement.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order, which may be Devices or other related items such as Device accessories.

Hardware Cost: means, goods that are supplied when the order is taken out.

Hardware Fund: means, if selected on the Order, a fund provided by the Supplier (up to the maximum amount specified on the Order) the value of which the Customer can use to select further Devices, Goods or other assistance in accordance with clauses 1.9 -1.12 (inclusive).

Minimum term: means the minimum period that the Customer has agreed to maintain (a) connection/s under the SOA.

Network: means the network provider that the customer is connected to for airtime services.

Network Billed: means the monthly invoicing and payments therein to the network provider that the customer is connected to for Airtime services.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Pro Rata: this means the cost of the old tariff and the start of the new tariff until your next billing date.

Rebate: means, credit paid monthly over the term of the contract.

Rental Charges: the monthly charges relating to your airtime, tariff, plan including additional out of bundle charges.

Airtime Agreement: means the agreement dated the same date as this Contract between the Customer and the Mobile Network for airtime services.

Return Date: has the meaning given in clause 8.40.

RPI: an annual price increase based on Retail Price Index (RPI), and as described in the network/ service providers terms and conditions.

RPI+ (plus): an annual price increase based on Retail Price Index (RPI) plus an additional amount, such as 3.9%, and as described in the network/ service providers terms and conditions at point of sale.

Services: means any services ordered by the Customer and provided by the Company in connection with the SOA or airtime agreement, including Support Services.

SOA: means the sales order agreement that governs the provision of all communications services, benefits and equipment by the Company.

Spend Cap: you can choose to apply a Spend Cap with your monthly tariff (with the exception of Shared Tariffs), to help control your spend on out-of-bundle charges. Any chargeable usage outside your monthly allowance or outside of any Bolt On allowance will count towards your Spend Cap.

Supplier: Communications Plus Limited (registered in England and Wales with company number 05938802) and Cellular Solutions (North East) Ltd (registered in England and Wales with company number 03800076).

Termination Processing Fee: means Charges for processing an early disconnection, applicable per connection, line or service.

1.1 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to **writing** or **written** includes emails.

1.2

Basis of contract

- 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4 The Order constitutes an offer by the Customer to receive the Goods, for Airtime Services as quoted by the Supplier and provided by the Network, in accordance with these Conditions and to enter into the Airtime Agreement. The Goods are supplied to the Customer



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pursuant to these Conditions in consideration of the Customer entering into, and completing the term of the Airtime Agreement and fulfilling all of its obligations thereunder. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

1.5 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the contract shall come into existence.

1.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

1.7 Any samples, drawings or advertising produced by the Supplier and any illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

1.8 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

1.9 There is no cooling off period with this contract

1.10 Hardware Fund. In addition to the supply of Devices and other Goods to Customers, the Supplier may, at its discretion, offer a Hardware Fund to Customers, to be utilised during the term of this Contract. The Customer may, subject to its continued compliance with these Conditions, from time to time request: the supply of additional Devices or other Goods; or the application of some or all of the Hardware Fund towards payment of outstanding balances under its Airtime Agreement, up to the maximum value (either in aggregate and / or in respect of the Monthly Allowance, at the Supplier's discretion) of the Hardware Fund as specified on the Order (as may be amended by agreement of the parties in writing from time to time). The Supplier may, at its discretion, meet such Customer requests.

1.10.1 The Customer hereby acknowledges and agrees that the provision of the Hardware Fund may, at the Supplier's discretion, be withdrawn by the Supplier at any time.

1.10.2 If the Customer's account remains out of contract for more than 30 days following the expiry of the Minimum Term, any unused balance of the Hardware Fund shall automatically expire, be reduced to zero, and be deemed fully spent.

1.11 In the event that the Airtime Agreement is terminated or cancelled for any reason, or the Customer becomes subject to any of the events listed in clause 9, the Hardware Fund shall automatically be withdrawn on the Return Date and any excess over the cumulative Monthly Allowance incurred by the Customer as at the Return Date (**Excess**) shall become immediately due and payable by the Customer to the Supplier.

Excess example: if the Hardware Fund is £2,400 in respect of an Airtime Agreement of 24 months and £2,000 of the value of such Hardware Fund has been applied as at a Return Date falling 12 months after commencement of a Contract, the cumulative Monthly Allowance will be £1,200 (12 months x £100), leaving an Excess of £800 falling immediately due and payable to the Supplier on the Return Date.

1.12 Use of the Hardware Fund shall be monitored by the Customer's account manager and the Supplier shall provide updates to the Customer upon request. Any sums available under, and any other status in relation to, the Hardware Fund shall be determined solely by the Supplier's management information.

2. Applicable term

2.1 For the supply of the Deliverables our agreement with you is made up of (i) our Standard Terms and Conditions for Supply of Products and Services ("Standard Terms"); (ii) these Specific Terms; and (iii) any terms specified on the sales order agreement ("SOA") issued by us to you in connection with the provision of the specific Deliverables. Together the above documents shall constitute and be known as the "Agreement" and apply to the contract between you and us to the exclusion of any other terms that you may seek to impose or incorporate.

2.2 When construing the meaning of the Agreement, the documents listed in Clause 2.1 shall be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.

2.3 In these Specific Terms, we refer to the Standard Terms and Order terms together as the "Additional Terms".

2.4 All of our terms are set out in material we publish on Our Website. You should print or save a copy of these Specific Terms and the Standard Terms or can ask us to confirm which Additional Terms apply to the Agreement between you and us at any time.

2.5 Any order placed by you shall be deemed to be accepted and you agree to the terms of this Agreement from the earlier of you: signing the relevant SOA terms (which may be by electronic signature and/or scanned copies on email); or, in the event that no Order terms have been signed, acknowledging verbally or in writing that you wish to proceed with the purchase of the Deliverables, at which point and on which date the Agreement shall come into existence

3 Goods

3.1 The Goods are described in the Supplier's catalogue or other sales literature.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4 Delivery

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- (c) the Company shall use reasonable endeavours to deliver any equipment on the date(s) agreed but the parties acknowledge that time shall not be of the essence.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. Alternatively, the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading / loading of the Goods at the Delivery Location.



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4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.6 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.9 Provision of the services. The Company shall use reasonable endeavours to provide the services on the dates agreed by the parties

5 Quality

5.1 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3 if:

- (a) the Customer gives notice in writing to the Supplier within the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

The supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in part or in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (g) to the extent that the Goods are manufactured by a party other than the Supplier. In such case, to the extent that the benefit of any warranties made by the manufacturer of the Goods to the Supplier can be assigned to the Customer, the Supplier shall, if requested, assign them to the Customer.
- (h) The Customer agrees that if the Customer chooses to use an unlocked handset, a handset not supplied by the Company, or switches a SIM card to a personal handset not supplied by the Company, the Company is not responsible for any failure of the network, the network systems, the handsets, billing or usage anomalies, and that the responsibility for such failures or anomalies is solely that of the Customer.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Payment and reclamation of equipment funds

6.1 Subject to the remaining provisions of this clause 6, the Company may provide the Customer with an equipment fund as a result of the Customer entering into the SOA and the airtime agreement.

6.2 If the Company does provide the Customer with an equipment fund this may be provided to the Customer using the methods set out below or any combination of them.

6.2.1 Deducting this from the value of the equipment or the services that the Customer orders from the Company or:

6.2.2 the payment of monies as a rebate to the Customer and such monies shall be paid to the Customer on a monthly or quarterly basis over the minimum term of the airtime agreement with the network/service provider

6.2.3 Using such amount to discharge any termination charges by the relevant airtime network/service provider subject to the Company seeing the relevant invoice from such airtime network/service provider (but no other termination charges relating to any other agreement whatsoever).

6.3 Any rebate pursuant to clause 6.2 shall be payable by the Company subject to agreed terms of payment from the date that the Customer presents a valid invoice to the Company. It is the sole responsibility of the Customer that the Company has received the said invoice with documentation supporting this (save that no invoice shall be necessary where subsidy is being deducted from the price of the equipment/services ordered by the Customer pursuant to clause 6.2.1) provided that:

6.3.1 The connection is still active and not pending disconnection on the payment date that the instalment of the rebate is due:

6.3.2 Where the invoice is payable in instalments or after a prescribed period of time the appropriate trigger date has passed.

6.3.3 The invoice has been raised in accordance with the provisions of this agreement; and

6.3.4 where the invoice is for termination charges pursuant to clause 6.2.3, this amount is invoiced within 3 months from the connection date; and or invoice is for payment of monies pursuant to clause 6.2.2, this amount is invoiced by the Customer within 90 days of it becoming payable; and or amount claimed is being deducted from the price of equipment/services



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ordered by the Customer pursuant to clause 6.2.1, this amount is claimed during the minimum term; and in the event that the Customer fails to invoice/claim the equipment fund within the timescales set out in this clause 6.3.4 then the Customer's right to the equipment fund shall cease.

6.4 The Customer acknowledges that:

6.4.1 The provision of the equipment fund is conditional upon: (a) the Customer maintaining each connection for the minimum term; and the Customer not downward migrating any connection during the minimum term; (b) The Customer paying all due invoices in compliance with clause 5.1 and such other conditions as are notified to the Customer by the Company.

6.4.2 The Company will from time to time and at its sole discretion provide the equipment fund prior to the satisfaction of the conditions set out in clause 6.4.1 and hence the need for clause 6.5

6.5 The Company shall be entitled to reclaim the equipment fund (or such proportion of it) already paid to the Customer (or withhold such amount from any rebate or instalment to be paid to the Customer) if:

6.5.1 – Any due invoice related to the equipment fund and/or the SOA from the Company to the Customer is not paid in compliance with clause 5.1

6.5.2 A connection is for whatever reason disconnected prior to the expiry of the minimum term; or

6.5.3 A connection is for whatever reason downward migrated during the minimum term; or

6.5.4 The relevant network/service provider (for whatever reason) reclaims or withholds any of the connection monies paid to the Company by the network/service provider for that connection; and the proportion of the equipment fund that the Company shall be entitled to reclaim from the Customer shall be any monthly rebate amount for each month (and such pro rata amount for each incomplete month) of the balance of the minimum term which is unexpired at the date of disconnection or the downward migration.

6.5.5 -The relevant network/service provider (for whatever reason) reclaims or withholds any of the connection monies or any revenue paid to the Company by the network/service provider for that connection, the Company shall be entitled to reclaim from the Customer the full amount of the connection monies or revenue reclaimed by the network/service provider.

6.6 If the Customer (for whatever reason) cancels prior to connection, does not forward the Porting Authorisation Code within 60 days, disconnects a connection prior to the expiry of the minimum term or a connection is Downward Migrated during the minimum term the Company shall be entitled to charge the Customer a Termination Processing Fee Charge of £250 for processing an early disconnection, applicable per connection, line or service.

6.7 It is agreed between the Customer and the Company that £250.00 per connection is a fair estimate of the administrative expenses incurred in processing any of the events described in 6.6 and the Customer agrees not to challenge the charge as a penalty.

6.8 Any sum reclaimed (or withheld) pursuant to clause 6.5 shall be invoiced to the Customer and shall be payable (unless withheld) within Fourteen (14) days of the date of the invoice.

6.9 Upon termination for any reason that gives rise to Early Termination Charges under clause 6.6, The Supplier shall issue an invoice detailing all outstanding amounts, including Termination Processing Fee Charges, and any unpaid Charges. This invoice shall be settled by the Customer via Direct Debit within three (3) Business Days of the date of request. Once payment is received in full, the Customer's account will be deemed settled, and any associated termination and/or number porting requests will be approved.

7. Charges and payment

7.1 The Customer agrees to pay for each item of the Deliverables ordered by the Customer within 15 days from the date of a Company invoice.

7.2 Interest at an annual rate of 5% above Bank of England Base Rate will accrue daily and be calculated on a daily basis on overdue accounts from the due date until payment.

7.3 Monthly service charges and tariff charges will be subject to an annual increase or decrease in accordance with the RPI, RPI+, CPI or API rate as stipulated in the terms and conditions provided by the network/ service provider at point of connection and subject to changes.

7.4 The Customer shall pay the full amount invoiced by the Network by direct debit by the due date on the invoice and within the terms of the Network Billed monthly invoice.

8. Title and risk

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

8.2 Title to the Goods shall not pass to the Customer until the later of: (i) the expiration of the full term of the Airtime Agreement; and (ii) the time at which the Customer has fulfilled all obligations imposed on it pursuant to the Airtime Agreement.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and full working order and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1 and give the Supplier such information relating to the Goods as the Supplier may require from time to time.

8.4 If before title to the Goods passes to the Customer: (i) the Customer becomes subject to any of the events listed in clause 9.1; or

(ii) the Airtime Agreement is terminated or cancelled for any reason (the date of either event the **Return Date**), then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:

- (a) require the Customer to deliver up all Goods in its possession; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8.5 In the event that the Goods, when returned or recovered in accordance with clause 8.4, are not in full working order (to be determined at the Supplier's discretion), the Customer shall be required to pay to the Supplier a sum equivalent to the higher of: (i) the written down book value of the Goods; or (ii) the market value of the Goods, as at the Return Date, such payment falling due immediately. Payment of any sums due under



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this Contract shall be made to the bank account nominated in writing by the Supplier and the time for payment is of the essence.

8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier may withhold any further deliveries of Goods to the Customer until such time as payment has been made and the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9 Termination

9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause (a) to clause (d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9.7 Where you enter into a Communication Services Agreement and cancel prior to a connection (which, for the purposes of this clause, shall mean the connection of an end user to a network/service provider such that the end user is capable of accessing and utilising the communication services under the Communication Services Agreement); or, transfer away from our services or change tariff to one which results in a lower monthly line charge during the initial term of such Communication Services Agreement; you shall pay an administrative charge of £250 for each connection and/or service user to us. The parties agree that the administrative charge is not a penalty but a genuine attempt to estimate the administrative expenses incurred by us in processing the said cancellation, transfer or downward migration.

10 Limitation of Liability

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2 Subject to clause 10.1:

1. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of sales; (iii) loss of goodwill or reputation; (iv) loss of business; (v) pure economic loss; (vi) loss of data; or (vii) any indirect or consequential loss, arising under or in connection with the Contract; and
2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
3. the Company's liability for loss or damage (however such liability arises and whether on contract, tort, for breach of statutory duty or otherwise) under or in connection with:- this agreement and/or any matter collateral to this agreement and/or in respect of any representation or misrepresentation (other than a fraudulent misrepresentation) made by or on behalf of the Company; shall in no circumstances exceed the sum paid by the Customer to the Company in respect of the equipment or services with which such liability arises provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from the Company's negligence.
4. Save as otherwise provided, the Company will be under no liability under this agreement for personal injury, death, loss or damage of any kind (other than death or personal injury resulting from the Company's negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business and depletion or goodwill.
5. Save for death or personal injury resulting from the Company's negligence, the Company shall not be liable for any loss as a result of electro-magnetic frequencies or any similar result from use of the equipment.
6. The Company accepts no liability for performance related problems caused by Customer's broadband provider or inadequate broadband speed caused by same.
7. The Company accepts no liability in the event of failure by outside suppliers to meet their responsibilities.

11. General



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11.1 Assignment and other dealings.

The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

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

11.2 Confidentiality.

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2(b).

Each party may disclose the other party's confidential information:

to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11.3 Entire agreement.

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

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.4 Variation. We may update or amend these Terms and Conditions at any time. The most recent version will always be available on our website and will apply from the date it is published.

11.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

11.7 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

11.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

These Terms & Conditions are also available on www.communicationsplus.co.uk and www.cellular-solutions.co.uk

Communications Plus Ltd, Unit 1 Millbrook Business Park Mill Lane, Rainford, St Helens, Merseyside, England, WA11 8LZ.

T: 03701 020204

E: enquiries@communicationsplus.co.uk

Cellular Solutions North East Ltd, Ferryboat House, Ferryboat Lane, Sunderland, Tyne and Wear, SR5 3JN.

T: 03701 020205

E: info@cellular-solutions.co.uk

COMMUNICATIONS PLUS LTD & CELLULAR SOLUTIONS NORTH EAST LTD – SUPPLIER BILLED – MOBILE AIRTIME T's and C's – 1 Oct 2025

1. Definitions and interpretation

1.1 In these Terms and Conditions the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

"Aggregated Allowance" means the total data allowance for all SIM Cards on Aggregated Tariff calculated as follows: total allowance = data allowance per SIM Card x number of SIM Cards on an Aggregated Tariff;

"Aggregated Tariff" means a tariff whereby a number of SIM Cards on the same network, tariff and data allowance are identified as 'aggregated' in a tariff addendum form;

"Agreement" means these Terms and Conditions together with the Sales Order Form;

"Sales Order Form" means the Sales Order Form attached to these Terms and Conditions together with (if applicable) any relevant connection schedule, tariff addendum form and customer solutions Addendum pursuant to which the Supplier provides the Services to the Customer ;

"APN" is an abbreviation for 'Access Point Name' and means the point where a mobile device can enter an IP network;

"Applicable Law(s)" means any relevant local, national and international legislation, enactment, subordinate legislation, rule, regulation, order, directive or other provision, including those of the European Community, or any requirement of a regulatory authority (or persons authorised on their behalf) and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the jurisdictions in which the Services are provided and/or utilised;

"business day" means a day (other than a Saturday, Sunday or a public holiday in England) on which clearing banks are open for business in the City of London;

"Cancellation Request Form" means a form provided to the Customer on request, the completion, signature and submission of which is required for the Customer to terminate this Agreement;

"Cellular Solutions" means Cellular Solutions North East Limited, a company registered in England and Wales with number 03800076 together with its successors in title and permitted assigns from time to time.

"Communications Plus" means Communications Plus Ltd, a company registered in England and Wales with the number 05938802 together with its successors in title and permitted assigns from time to time.

"Charges" means the amounts payable for the provision of the Services, calculated pursuant to the provisions of the Agreement and in accordance with the Tariff (including any over usage and Data Pool charges pursuant to clause 12.6 and 12.7);

"Code of Practice" means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognised bodies or that are adopted by The Supplier and/or the relevant Network Provider(s) from time to time, and all instructions regulations or guidance issued by the Regulatory Authorities, whether or not mandatory;

"Combined Offering" means an offering by the Customer to an End User that includes both value added reseller services and SIM Card(s);

"Commencement Date" means the date of commencement of the provision of Services to the SIM Card(s) by The Supplier

"Customer" means the person named as such and whose details are set out on Sales Order Form;

"Data Pool" means one of the below pools as confirmed in the in the Tariff Addendum under 'Data Pool Types'. The Customer must have a minimum of 1 SIM connected to a Data Pool. The below Data Pools are available:

(a) **Renewal.** Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month. If the Data Pool has not been fully used by the end of the month, it will automatically renew at the start of the next month. If the Data Pool has been fully used at some point mid-way through the month, it will automatically renew at that point and expire in 30 days from that point. For example: The Data Pool has been fully used by 22nd of the month, it will renew on this date and expire on 22nd of the following month.

(b) **Overage.** Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month. If the Data Pool is not fully used by the end of the month, it will automatically renew at the start of the next month. If the data pool has been fully used mid-way through the month the Customer will be charged at the agreed Additional Usage rate stated in the Tariff Addendum.

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(c) Timed. Customer purchases the Data Pools for the Minimum Data Pool Contract Term. The Data Pool will automatically renew after the specified period as stated in the section 'Timed' in the Tariff Addendum. If the data pool has been fully used within that period it will automatically renew at that point and expire after the 'Timed' period.

"Data Protection Laws" means any laws and regulations relating to privacy or the use or processing of data relating to natural persons applicable in the United Kingdom, including: (a) EU Directive 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directive, including (in the UK) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR (including the Data Protection Act 2018); in each case, to the extent in force, and as such are updated, amended or replaced from time to time;

"Delivery Address" has the meaning given in clause 3.2;

"Documents" means all records, reports, documents, papers and other materials whatsoever which the Customer may provide to The Supplier pursuant to the Agreement;

"Downgrade" means a change in the Tariff to a tariff that has a lower price and/or data allowance;

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

'Fair Usage' means the data usage limits and terms applicable to Unlimited Data plans on Business Flex tariffs as set out in clause 2.3(c).

'Early Termination Fee' means: all Charges that are accrued up to and including the date of termination; plus an average per day value of the Charges accrued by the Customer in the three months prior to the date of termination chargeable each day from the date of termination until the date of expiry of the Minimum Term, Renewed Minimum Term, or Subsequent Term (as the case may be); plus the total amounts of all Line Rental Charges still remaining on the Minimum Term, Renewed Term, or Subsequent Term (as the case may be) from the date of termination until the date of expiry of the Minimum Term, Renewed Minimum Term, or Subsequent Term (as the case may be).

"End User" means the person who is the end user of each SIM Card which can be either the Customer itself, or if the Customer is a Systems Integrator or other Third Party Supplier, the end user of the SIM Card in the product or service provided by that Systems Integrator or Third Party Supplier;

"Fault" means any malfunction or other fault which prevents a SIM Card from operating properly;

"Force Majeure Event" means an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, epidemic, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources;

"Hardware Fund" means, if selected on the Order, a fund provided by the Supplier (up to the maximum amount specified on the Order) the value of which the Customer can use to select further Devices, Goods or other assistance in accordance with clauses 2.7 (inclusive).

"Helpdesk" means the remote support services to be provided by The Supplier as set out in clause 14 which can be accessed by the Customer on the phone number and/or email address detailed in the Sales Order Form;

"Intellectual Property Rights" means the following items (including any extensions or renewals thereof) and wherever in the world enforceable (i) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information;

"Machine to Machine Services" any service which involves a communication of data through a closed and private network between a device and one preconfigured application;

"Minimum Data Pool Contract Term" means the 'Length of Contract' detailed in the Sales Order Form in relation to Data Pools which in no circumstances shall be less than a period of twenty four (24) months starting on the Commencement Date;

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"Minimum SIM Contract Term" means the 'Length of Contract' detailed in the Sales Order Form in relation to SIM Cards which in no circumstances shall be less than a period of twenty four (24) months starting on the Commencement Date;

"Network Provider" means the network telecommunications operator that provides connectivity and airtime services to the SIM Card(s) via its agreement with The Supplier;

"Notice" means any notice, demand, consent or other communication given by one Party to the other Party in relation to this Agreement;

"Party" means each of The Supplier and the Customer and "Parties" shall be interpreted accordingly;

"Private APN" means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer, its customers and End Users are also able to access the Internet through the Public APN unless expressly agreed otherwise;

"Public APN" means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges;

"Regulatory Authorities" means the relevant regulatory bodies including those authorised to regulate electronic communications or telecommunications services, consumer protection or advertising in the relevant territory;

"RPI" means the Retail Prices Index (all items) published by the Office for National Statistics;

"Services" means the provision of mobile telecommunications connectivity airtime and data usage services to the SIM Card(s) in accordance with the terms of the Agreement together with the provision of such other value added services as may be agreed in writing between the Parties from time to time;

"SIM Card(s)" is the 'subscriber identity module'(s) supplied by The Supplier to the Customer pursuant to this Agreement that allows the Customer to access and use the Services (each SIM Card supplied by The Supplier remains their property, or the property of the relevant Network Provider, and at no time shall title or property in a SIM Card transfer to the Customer);

"Supplier" means Cellular Solutions North East Limited, and/or Communications Plus Ltd together with its successors in title and permitted assigns from time to time.

"Systems" means the hardware, software and public telecommunications systems run by The Supplier, the relevant Network Provider(s) or another network operator in order to provide the Services;

"Systems Integrator or other Third Party Supplier" means any person who combines the Services with other services, equipment or software for onward supply to one or more Third Parties;

"Tariff" means the charging plan chosen by the Customer which is specified in the Sales Order Form with any relevant addendums which determines the data usage rates that the Customer will pay for Services;

"Tariff Change" means a Downgrade or an Upgrade as agreed between the Parties in accordance with clause 7.2;

"Term" has the meaning set out in clause 6;

"Termination Processing Fee" means a fee payable in respect of the costs incurred to cease a service earlier than the agreed Minimum SIM or Data Contract Term.

"Terms and Conditions" means these terms and conditions of business;

"Third Party" means any person who is not a Party;

"Trial Service" means the Services provided on a trial basis for the period of months indicated in the Minimum SIM Contract Term box and/ or Minimum Data Pool Contract Term box in the Sales Order Form. E.g. 2 months where written as '2+24';

"Upgrade" means a change in a Tariff to a tariff with a higher cost and/or higher data allowance;

"VAT" or "Value Added Tax" means value added tax as provided in the Value Added Tax Act 1994 and any other tax of a similar nature; and

1.2 In the Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

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(b) a reference to a statute or statutory provision includes:

- (i) any subordinate legislation (as defined in Section 22(1), Interpretation Act 1978) made under it;
- (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of the Agreement, except to the extent that it comes into force after the date of the Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any Party;

(c) a reference to:

- (i) any Party includes its successors in title and permitted assigns;
- (ii) clauses is to clauses of these Terms and Conditions;
- (iii) 'writing' includes email;

(d) where the words "includes", "including" or "in particular" are used in these Terms and Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them;

(e) any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done; and

(f) references to any English legal term for any action method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include the nearest approximate in that jurisdiction to the English legal term.

(ii) clauses is to clauses of these Terms and Conditions;

(iii) 'writing' includes email;

(d) where the words "includes", "including" or "in particular" are used in these Terms and Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them;

(e) any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done; and

(f) references to any English legal term for any action method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include the nearest approximate in that jurisdiction to the English legal term.

2. The Services and acceptance of terms

2.1 The Supplier shall use its reasonable endeavours to provide the Services, but The Supplier' ability to do so may be affected by a number of factors which are beyond its control, including:

- (a) the capability of the equipment with which the SIM Card(s) are used;
- (b) network over utilisation;
- (c) geographic or atmospheric conditions;
- (d) maintenance requirements; and
- (e) equipment failures.

2.2 Any coverage maps issued by The Supplier or the Network Providers are a reasonable estimate of the coverage available in an area at the time the map is printed and are in no way any guarantee of network availability or coverage.

2.3 The Supplier may, at its sole discretion and at any time:

- (a) limit or cap the amount of Charges the Customer is able to incur during any given billing period; and/or

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(b) suspend the provision of Services to any SIM Card being used on any overseas networks.

(c) apply Fair Usage limits to Unlimited Data plans on Business Flex tariffs, currently set at 650GB per SIM, per month. Usage beyond this threshold will be subject to additional charges at the prevailing out-of-bundle rate. Customers may request data usage alerts to monitor and manage consumption. These can be configured per SIM or at a shared account level via the customer portal or by contacting their account manager.

If the Customer wishes to vary any limit or cap pursuant to 2.3(a), enable use of the SIM Card on any overseas networks pursuant to 2.3(b), or seek clarification on usage terms under 2.3(c), they should contact The Supplier. All changes are subject to The Supplier's discretion.

2.4 The Customer acknowledges that The Supplier may undertake, and the Customer consents to The Supplier undertaking credit checks to determine the Customer's creditworthiness and that The Supplier may refuse to accept any Sales Order Form from the Customer, or vary any existing Sales Order Form terms and/or usage limits (including where appropriate) suspending the provision of Services to any one or more SIM Cards, where The Supplier in its discretion determines that the creditworthiness of the Customer warrants The Supplier taking such action.

2.5 The Supplier may at any time require the payment of a non-interest-bearing deposit:

(a) as a condition of delivering, or continued delivery of, the Services, to one or more SIM Cards, to the Customer;

(b) to release any bar on a SIM card being used on overseas networks;

(c) as a condition of increasing any maximum limit imposed by The Supplier on the amount of Charges the Customer may incur; or

(d) as security for the payment of Charges due pursuant to the terms of the Agreement. The deposit will not normally exceed more than four (4) months Charges calculated by reference to the Customer's actual usage of the Services or, if The Supplier directs, such other sum as The Supplier in its sole discretion determines. Any deposit paid by the Customer will be repaid when the Agreement ends or earlier if The Supplier agrees to such repayment (but The Supplier reserves the right in its sole discretion in such circumstances to reinstate any bar or other limit in force in respect of the Customer).

2.6 By signing or electronically signing the Sales Order Form, connection schedule, and/or tariff addendum form and using the Services the Customer accepts, and agrees to be bound by, the terms of the Agreement.

2.7 Hardware Fund. In addition to the supply of Devices and other Goods to Customers, the Supplier may, at its discretion, offer a Hardware Fund to Customers, to be utilised during the term of this Contract. The Customer may, subject to its continued compliance with these Conditions, from time to time request: the supply of additional Devices or other Goods; or the application of some or all of the Hardware Fund towards payment of outstanding balances under its Airtime Agreement, up to the maximum value (either in aggregate and / or in respect of the Monthly Allowance, at the Supplier's discretion) of the Hardware Fund as specified on the Order (as may be amended by agreement of the parties in writing from time to time). The Supplier may, at its discretion, meet such Customer requests.

2.7.1 The Customer hereby acknowledges and agrees that the provision of the Hardware Fund may, at the Supplier's discretion, be withdrawn by the Supplier at any time.

2.7.2 If the Customer's account remains out of contract for more than 30 days following the expiry of the Minimum Term, any unused balance of the Hardware Fund shall automatically expire, be reduced to zero, and be deemed fully spent.

2.7.3 In the event that the Airtime Agreement is terminated or cancelled for any reason, or the Customer becomes subject to any of the events listed in clause 22, the Hardware Fund shall automatically be withdrawn on the Return Date and any excess over the cumulative Monthly Allowance incurred by the Customer as at the Return Date (Excess) shall become immediately due and payable by the Customer to the Supplier.

Excess example: if the Hardware Fund is £2,400 in respect of an Airtime Agreement of 24 months and £2,000 of the value of such Hardware Fund has been applied as at a Return Date falling 12 months after commencement of a Contract, the cumulative Monthly Allowance will be £1,200 (12 months x £100), leaving an Excess of £800 falling immediately due and payable to the Supplier on the Return Date.

2.7.4 Use of the Hardware Fund shall be monitored by the Customer's account manager and the Supplier shall provide updates to the Customer upon request. Any sums available under, and any other status in relation to, the Hardware Fund shall be determined solely by the Supplier's management information.

3. Delivery of the SIM Cards

3.1 Any forecasted time or period for delivery of any SIM Cards given by The Supplier shall be given in good faith but shall be an estimate only and The Supplier shall not be liable for any delay in delivery or any consequential loss or other loss arising therefrom.

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3.2 SIM Cards will be delivered to the Customer (either by post or by other carrier) to the shipment/delivery address stated in the Sales Order Form unless expressly agreed otherwise in writing ("Delivery Address"). The risk of loss of or damage to the SIM Cards shall pass to the Customer at the time the SIM Cards are posted by or on behalf of The Supplier or its agent to the Customer.

3.3 The Charges payable under the Agreement relate to the provision of the Services and do not relate to the sale of the SIM Cards.

3.4 The Customer shall pay the cost of delivering the SIM Cards to the Delivery Address and costs of packaging the same. Such costs are set out in the sales order form and/or may be notified to the Customer from time to time by or on behalf of The Supplier.

3.5 If there is a failure to accept delivery of the SIM Cards at the Delivery Address by the Customer, The Supplier shall be entitled without prejudice to any other rights it may have to store the SIM Cards at the cost and risk of the Customer. Any costs arising in respect of such storage or re-supply of the SIM cards shall be paid in full by the Customer.

3.6 The Supplier shall take reasonable care to ensure that the SIM Cards are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address but subject thereto it accepts no liability for damage to or loss or shortage of any SIM Cards occurring during the course of delivery or for any loss or damage arising directly or indirectly therefrom.

3.7 Any claim in respect of any loss or theft of or damage to the SIM Cards in the course of their delivery shall be made by the Customer within seven days of the scheduled receipt of the SIM Cards at the Delivery Address. Any shortages of SIM Cards delivered to the Delivery Address must be notified to The Supplier in writing within two days of delivery to the Delivery Address.

3.8 Notwithstanding the delivery and the passing of risk in the SIM Cards, all SIM Cards supplied to the Customer, pursuant to the Agreement shall at all times remain the property of The Supplier or the relevant Network Provider that supplied such SIM Cards to The Supplier and shall be returned to The Supplier upon termination of the Agreement at the Customer's cost and risk. Failure to return a SIM card shall incur a charge for each SIM Card not returned.

3.9 On the Order Form, or by such other method as The Supplier directs from time to time, the Customer shall indicate which of the following states the Customer requires the SIM Cards to be delivered in:

(a) "Active" where the SIM Card(s) will be delivered active and the Charges shall be payable from the date the Customer is notified the SIM Card is active on the network;

(b) "Inactive" where the SIM Card (s) is delivered inactive and the Charges shall be payable when the Customer requests activation, via email to info@cellular-solutions.co.uk. The Customer agrees to pay the Charges that apply to the Tariff selected on activation of the SIM Card.

(c) "Active-Test" where the SIM Card (s) shall be delivered active and the Charges shall be payable from the date any one of the thresholds listed in the Tariff Addendum are met for the relevant SIM Card.

(d) "Active-Ready" where the SIM Card(s) are delivered active and the Charges shall be payable from the date the relevant SIM Card(s) are used in any way.

3.10 The Supplier shall not deliver any SIM Card(s) without the Customer indicating which state the SIM Card(s) are required as set out in Clause 3.9 above.

4. APNs

4.1 If the Customer requests the Private APN to be enabled, unless the Customer expressly states in writing by email to The Supplier that they do not want the Public APN enabled, as a default the Public APN will be enabled. The Customer acknowledges that the use of the Public APN by an End User may incur Charges. If the Customer requests the Public APN to be disabled during the Minimum SIM Contract Term, The Supplier shall use its reasonable endeavours to disable the Public APN:

(a) for 1-5 SIM Cards, within:

(i) twenty four (24) hours of receiving an email from the Customer between 9.00am to 16.00pm GMT/BST on a business day; and

(ii) twenty four (24) hours of the start of business hours on the business day following the receipt of an email from the Customer where such email was received by The Supplier between 16.01pm and 8.59am GMT/BST.

(b) for 6 – 50 SIM Cards, within ten (10) business days of receiving an email from the Customer; and

(c) for over fifty-one (51) SIM Cards The Supplier shall provide the time period on receiving an email from the Customer.

The Customer acknowledges that it will be responsible for all Charges incurred up to the disabling of the Public APN taking effect in accordance with the timeframe set out in this clause.

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4.2 If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the The Supplier Private APN.

4.3 By returning the customer solutions addendum, the customer acknowledges and agrees to The Supplier' Terms and Conditions.

5. Representations and warranties

5.1 The Customer represents and warrants at all times to The Supplier as follows:

- (a) it is a validly existing entity incorporated or existing under the laws of the country in which it is located;
- (b) it has the power and authority to enter into and perform and has taken all necessary action (including all necessary consents, authorisations, licences and approvals) to authorise the entry into, performance and delivery of the Agreement which upon execution will constitute a legal, valid and binding obligation of the Customer enforceable in accordance with its terms;
- (c) the entering into and performance of its obligations under this Agreement has been duly authorised by all necessary corporate action on its part; and
- (d) neither the execution or delivery of the Agreement nor the consummation of the transactions contemplated hereby will conflict with:
 - (i) any Applicable Law to which the Customer is subject; or
 - (ii) the Customer's constitutional documents; or
 - (iii) any existing obligation binding on the Customer or on any asset of the Customer.

5.2 The Customer shall (and shall use all reasonable endeavours to ensure that each of its customers and End Users does likewise):

- (a) observe and comply with all Applicable Laws and Codes of Practice (including obligations applicable if any related service offered by the Customer means that either The Supplier and/or a Customer is a provider of electronic communications, telecommunications, value added or related services) and any instructions or conditions notified to the Customer by The Supplier, which in The Supplier or any Network Provider's reasonable opinion prevent: (i) the transmission of illegal material; or (ii) the Systems from being impaired or damaged;
- (b) not act or omit to act in any way which will or may place The Supplier and/or the relevant Network Provider(s) in breach of any provisions of the Applicable Law or a Code of Practice, any other licences, authorisations, applicable to The Supplier and/or the relevant Network Provider(s) and co-operate fully with The Supplier to enable The Supplier and/or the relevant Network Provider(s) (as the case may be) to comply with all of the same;
- (c) not use the Services for any improper or unlawful purpose;
- (d) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of The Supplier or any one or more Network Providers), the Systems or howsoever cause the quality of the Services to be impaired; and
- (e) comply with any instructions (including specifications and training) issued by The Supplier and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Services;
- (f) ensure that any information provided to The Supplier is accurate, complete and provided in a timely manner and shall inform The Supplier of any changes to such information;
- (g) only market to and solicit customers and End Users using staff contracted to or employed directly by itself; and
- (h) identify, where relevant, The Supplier and (if requested by The Supplier, the relevant Network Provider(s)) in proposals to its customers and End Users which include the Services.

5.3 The Customer shall ensure, and shall use all reasonable endeavours to procure that, its customers and each End User is legally bound by all the obligations set out in the Agreement, which expressly or by implication relate to such customers and End Users, before the Customer, the Customer's customers or End Users receive any benefit of the Services. Furthermore, a breach by the Customer's customers or End Users of any of the terms of their agreement with such customer shall be deemed to be a breach by the Customer of this Agreement.

5.4 In addition to clause 5.3, the Customer shall also include in its agreements with its customers and End Users:

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- (a) a statement that the Customer and not The Supplier will provide support for the Services, Systems and any other services and systems provided by the Customer to its Customer and End Users;
- (b) sufficient permission to enable The Supplier and the relevant Network Provider(s) to process information relating to its customers and End Users as contemplated by this Agreement; and
- (c) a disclaimer, to the extent permitted by Applicable Law, of all warranties (including any warranties implied by law) by The Supplier and the relevant Network Provider(s) and any liability by The Supplier and the relevant Network Provider(s) for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Services, Systems and any other services and systems provided by the Customer to its customer and End Users.

5.5 The Customer is only permitted to use the Services as part of a Combined Offering for its internal use or as part of its own value-add product or service. The Customer shall not resell one or more elements of the Services as a standalone product or service. The Customer shall ensure, and use all reasonable endeavours to ensure that its customers and each End User does likewise, that any Services supplied under the Agreement shall be used solely in relation to Machine to Machine Services and shall not use the Services to take any action that:

- (a) involves the transmission of voice (including VOIP) unless expressly agreed otherwise;
- (b) involves providing any service via the Services that allows an End User or other person to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, tunnelling, a gateway or routing;
- (c) would violate copyright, a trademark, a trade secret or other property rights of any third party;
- (d) could interfere with other users' use of The Supplier' and/or the relevant Network Provider(s)' network;
- (e) involves the addition, removal or modification of identifying network header information in an effort to deceive;
- (f) uses the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of The Supplier' and/or the relevant Network Provider(s)' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- (g) uses the Services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers or proxy server network;
- (h) involves spamming or the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; and/or
- (i) could lead directly to death, personal injury, or severe physical injury or environmental damage (for example life support machines) due to the failure of the Services.

5.6 The Customer shall not represent itself as an agent of The Supplier or any one or more Network Providers for any purpose, nor give any condition or warranty or make any representation on The Supplier or any one or more Network Providers' behalf or commit The Supplier or any one or more Network Providers to any contracts. The Customer shall not without The Supplier' prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the material supplied by The Supplier or any one or more Network Providers or otherwise incur any liability on behalf of The Supplier or any one or more Network Providers.

6. Term

6.1 Subject to clauses 6.2 and 6.3, this Agreement shall commence on the earlier of (i) the date of signature of the Sales Order Form by the Customer; and (ii) the Commencement Date, and shall, subject to early termination pursuant to the provisions of the Agreement, continue in force for the Minimum SIM Contract Term and/ or Minimum Data Pool Contract Term and thereafter shall continue unless and until terminated by either Party in accordance with clauses 22.1(a) or 22.3.

6.2 Where a Trial Service is provided to the Customer, the Agreement shall continue from the earlier of (i) the date of signature of the Sales Order Form by the Customer and (ii) the Commencement Date for the duration of the Trial Service and unless the Customer gives written notice to The Supplier that it does not wish to continue beyond the end of the Trial Service, such notice to be received at least seven (7) days before the end of the Trial Service, shall continue thereafter in accordance with clause 6.1.

6.3 If a Customer has a Tariff Change, such Tariff Change shall be applicable from the 1st of the month following the month in which The Supplier receives a tariff addendum and/ or a customer solutions addendum. If however the SIMS are tariff changing to an existing tariff, an email is sufficient as confirmation When a Tariff Change occurs the relevant SIM Cards or Data Pools shall be subject to a new Minimum SIM Contract Term and/ Or Minimum Data Pool Contract Term from the date the Tariff Change becomes

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effective in accordance with this clause 6.3 and thereafter shall continue unless and until terminated by either Party in accordance with clauses 22.1(a) or 22.3.

7. Orders

7.1 The Supplier' quotation for provision of the Services is merely an invitation for an order subject to the Agreement. No contract will be valid until the Customer has completed, signed and submitted an Sales Order Form to The Supplier and whichever is the earlier of:

- (i) The Supplier dispatching the ordered SIM Card(s) to the relevant Delivery Address; or
- (ii) The Supplier notifying the Customer in writing of its acceptance of such order. Any such Sales Order Form will be incorporated into, and subject to, this Agreement.

7.2 The Customer may request a Tariff Change for any of the SIM Cards provided under this Agreement by completing a Sales Order Form and indicating that such form relates to a Tariff Change as follows:

- (a) for an Upgrade at any time during the Term; and
- (b) for a Downgrade at any time after the expiry of the Minimum SIM Contract Term and/or the Minimum Data Pool Contract Term.

8. Obligations of The Supplier

8.1 The Supplier shall provide the Services to the Customer for the Term in accordance with the provisions of the Agreement.

8.2 The Supplier shall provide the Services:

- (a) in a professional and workmanlike manner; and
- (b) in compliance with all Applicable Laws.

9. Supplier's warranties and faults

9.1 The Supplier warrants that subject to the provisions of clauses 2 and 12 that:

- (a) the SIM Cards shall be free of material defects for a period of twelve (12) months from the Commencement Date;
- (b) the Services will be performed with reasonable skill and care; and
- (c) so far as it is able, The Supplier will transfer to the Customer the benefits of all warranties or guarantees in relation to the SIM Cards which The Supplier receives from the relevant Network Provider(s).

9.2 The Supplier warrant ("Warranty") that SIM Cards will not fail within the period starting on the date of delivery of the relevant SIM Card(s) to the Customer and ending 12 months thereafter ("SIM Warranty Period"). Where SIM Card(s) supplied by The Supplier to the Customer fail within the SIM Warranty Period the Customer shall notify and return (where practical) such SIM Card(s) to The Supplier within that SIM Warranty Period. The Warranty shall not apply when such fault is connected with the Customer's acts, omissions or misuse of the SIM Card(s), including where the Customer has not kept the SIM card(s) in good condition and not following any reasonable instructions from The Supplier as to the storage of the SIM Card(s). The Supplier shall, within ten (10) business days of receipt of a failed SIM Card which qualifies under the Warranty, repair or (at The Supplier' option) replace the failed SIM Card by sending a new SIM Card to the Customer's address under the Agreement. In the event that a SIM Card becomes faulty after the SIM Warranty Period and the Customer requests that The Supplier repair or replace such faulty SIM Card then The Supplier shall charge the appropriate replacement charges for repair or replacement. The return of faulty SIM Card(s) outside of the SIM Warranty Period or due to misuse by the Customer shall be at the Customer's sole expense. To the maximum extent permitted by law, these are the Customer's exclusive remedies for any failure to meet the Warranty.

9.3 Save as expressly provided in the Agreement, all other warranties, terms and conditions (whether implied by common law, statute, and custom or otherwise) are hereby excluded to the fullest extent as permitted by law.

9.4 Subject to clause 17, The Supplier shall not be liable for services, systems and equipment provided by the Customer or any Third Party which constitute:

- (a) a component of the Services; or
- (b) a component of other systems, equipment or services provided by the Customer and/or any Third Party to the Customer and/or the Customer's customers and/or End Users.

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9.5 The Customer acknowledges and accepts that it is technically impracticable for The Supplier to provide fault-free Services and The Supplier does not guarantee that the Services will be free of faults or interruptions, that the Services will be free of errors, omissions or other issues or that the Services will be timely or secure. The Customer acknowledges and agrees that matters may affect the Services that The Supplier cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by The Supplier' suppliers or manufacturers.

9.6 The Customer warrants and undertakes to The Supplier that all information provided by or on its behalf in connection with provision of the Services is true, accurate and complete and can be relied upon in full by The Supplier and its agents, contractors and employees. The Parties agree that subject to the provisions of clause 17, The Supplier shall have no liability under or in connection with the Agreement to the extent that such liability arises, directly or indirectly, from:

(a) the supply of untrue, inaccurate or incomplete information provided by the Customer or on its behalf and/or any breach by the Customer of the warranty and undertaking in this clause;

(b) matters beyond The Supplier' reasonable control, including lack of network capacity, physical obstructions, atmospheric conditions and delays caused by The Supplier' suppliers;

(c) any defect, fault, breakdown, compatibility issues or other failure of any equipment, systems, services and/or software provided by the Customer or its agents, subcontractors or other Third Parties (including, any Systems Integrator or other Third Party Supplier) to the Customer's customers or End Users and used with the Services; or

(d) any acts or omissions of the Customer or its agents, subcontractors or other Third Parties in respect of the Services (including, any Systems Integrator or other Third Party Supplier).

9.7 The Customer acknowledges that in relation to international roaming Charges:

(a) the Network Providers vary their roaming fees dependent on:

(i) the location of the SIM Card(s) concerned; and

(ii) whether roaming is on preferred or non-preferred networks;

(b) it is the Customer's responsibility to ensure that the Customer, its customers and End Users each familiarise themselves with the billing increments and the data usage Charges for roaming SIM Cards. The Network Providers structure roaming prices as follows:

(i) Vodafone UK SIM Card(s) - Vodafone SIM Card(s) are billed in 200KB increments on public or internet APNs. If a private network is selected (as per The Supplier') then billing increments are billed in 1KB increments on Vodafone and partner networks and 10KB increments on non-Vodafone or non-partner networks;

(ii) Vodafone Global SIM Card(s) - full details of the billing increments are available from The Supplier on request;

(iii) O2 SIM Card(s) - O2 SIM Card(s) are billed in 10KB increments on non-preferred networks and 1KB on preferred networks. When roaming, there is a minimum charge for data usage of 200kb per day (24 hours ending midnight UK GMT), per APN and per foreign network operator;

(iv) T-Mobile & O2 Ireland SIM Card(s) - T-Mobile & O2 Ireland SIM Card(s) are billed in increments of 1KB;

(v) Telenor SIM Card(s) – full details of the charges payable across different territories are available from The Supplier on request; and

(c) the applicable charges shall be the prevailing Network Providers rate plus twenty per cent (20%).

9.8 The Supplier and each Network Provider reserves the right to update a SIM Card over the air (such updates may be required for functionality, or for intellectual property issues, or national regulations). The Supplier shall provide the Customer with reasonable advance notice of any such planned update (except in cases where regulations or urgency would not allow it). Under some national laws, updates require the consent of the owner of the equipment containing/user of a SIM Card. The Customer hereby expressly consents to any updates and the Customer shall make and procure to make such consent binding on any owner of such equipment/SIM Card user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, The Supplier and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM Card(s).

9.9 Both The Supplier and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM Card(s), and neither The Supplier nor any Network Provider accepts any liability for any consequences of such suspension.

10. Timing

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10.1 The Supplier shall use its reasonable endeavours to meet any performance dates specified (if any) in the Sales Order Form.

10.2 Time shall not be of the essence in relation to any obligation of The Supplier under the Agreement.

11. The Customer's rights to cancel

11.1 The Customer is entitled to cancel an order for SIM Card(s) pursuant to a Sales Order Form at any time prior to the point in time when the Services are first supplied.

12. Obligations of the Customer

12.1 The Customer shall, throughout the Term:

(a) make available appropriate personnel to liaise with The Supplier to enable The Supplier to perform the Services in accordance with the terms of the Agreement;

(b) promptly inform The Supplier of any defects in The Supplier's performance of the Services after such defects come to the attention of the Customer;

(c) comply and ensure that its customers and End Users comply with any conditions notified by Network Providers and/or The Supplier regarding the use of the SIM Card(s);

(d) tell The Supplier immediately if the Customer's name, address, bank account or credit card details change; and

(e) tell The Supplier immediately if any of the Customer's SIM Card(s) are lost or stolen by calling the Helpdesk and thereafter write or fax to confirm the details.

12.2 The Customer shall not, and shall ensure that its customers and End Users shall not throughout the Term and after termination of the Agreement:

(a) use the SIM card (or allow it to be used) for any illegal purpose (in such circumstances The Supplier may report the incidents to the police or any other relevant official organisation); or

(b) use any equipment that has not been approved for use in connection with the Services by The Supplier and the relevant Network Provider(s) and if the Customer is not sure whether the Customer's equipment is so approved, to notify The Supplier immediately. The Supplier reserves the right, at its sole and absolute discretion, to require the Customer to satisfy The Supplier that any equipment to be used in connection with the Services is fit for purpose and suitable and the Customer undertakes to The Supplier to comply with The Supplier's testing and other requirements in respect of the same.

12.3 The Supplier shall be entitled to rely on the Customer's non-compliance with any of the Customer's obligations in this clause 12 as relieving The Supplier's performance under the Agreement if such non-compliance restricts or precludes performance of the Services by The Supplier.

12.4 If the Customer acts as a Systems Integrator or other Third Party Supplier the Customer shall keep detailed up-to-date records of all acts and things done by the Customer in relation to the provision of the Services to the Customer's customers and End Users during the Term and for a period of six (6) years thereafter, and at The Supplier's request, shall make such records available for inspection and/or provide copies to The Supplier.

12.5 The Customer acknowledges that if it requests a bar to be applied to any SIM Card, for any reason, that such bar will become effective within twenty four (24) hours of The Supplier notifying the relevant Network Provider. The Supplier shall notify the relevant Network Provider as follows:

(a) for 1-5 SIM Cards, within:

(i) three (3) hours of receiving an email from the Customer between 9.00am to 16.00pm] GMT/BST on a business day; and

(ii) three (3) hours of the start of the business day following the receipt of an email from the Customer where such email was received by The Supplier between 16.01pm] and 8.59am GMT/BST; and

(b) for over six (6) SIM Cards, within:

(i) twenty four (24) hours of receiving an email from the Customer between 9.00am to 16.00pm] GMT/BST on a business day; and

(ii) twenty four (24) hours of the start of business hours on the business day following the receipt of an email from the Customer where such email was received by The Supplier between 16.01pm and 8.59am GMT/BST. The Customer acknowledges that it will be responsible for all Charges incurred up to a bar taking effect in accordance with the timeframe set out in this clause.

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12.6 For SIM Cards with an Aggregated Tariff the Customer agrees to comply with the Aggregated Allowance. The Customer shall be liable to pay The Supplier for all data usage charges in excess of the Aggregated Allowance; such charges to be calculated by reference to The Supplier' standard charges from time to time without taking into account any discount or other saving that would have applied by reference to the aggregated Tariff applicable to the relevant SIM Card(s).

12.7 The Customer shall be liable to pay The Supplier for all charges in relation to the agreed Data Pool; such charges to be calculated by reference to the Tariff Addendum.

13. Payment

13.1 In consideration of the provision of the Services (including any Trial Service), the Customer shall pay to The Supplier the Charges. Where applicable, the Charges shall include sums incurred as a result of going over the inclusive allowance for any Tariff (or any charges above the normal line rental as set out in the tariff addendum form).

13.2 The Supplier reserves its rights to increase the Charges without notice, including where The Supplier is notified of any increase:

(a) in the cost of the SIM Cards; or

(b) in any other costs and expenses of The Supplier occurring prior to the Commencement Date.

13.3 The Customer shall complete the direct debit payment form which is attached to the Sales Order Form as a condition of The Supplier supplying the Services and thereafter the Customer shall pay the Charges for the Tariff the Customer has chosen by direct debit. The Customer shall pay the full amount invoiced by the Company by direct debit by the due date on the invoice and within 30 days (30) days of the date of invoice. If the Customer cancels the direct debit The Supplier shall impose an administration charge of £25.00 (plus VAT) which is payable within fourteen (14) business days of the cancellation of the direct debit facility. The Supplier reserves the right to impose a further surcharge of £2.50 (plus VAT) per calendar month in anticipation of The Supplier' additional costs in processing non- direct debit payments. All non-direct debit payments shall be paid on the date listed in the invoice or within thirty (30) days of the date of The Supplier' invoice. In addition to any other rights and remedies available to The Supplier, The Supplier reserve the right to impose a surcharge of £15.00 (plus VAT) for the late payment of any invoice or if a direct debit is returned unpaid.

13.4 The Customer shall notify The Supplier of any billing queries within twenty one (21) days of the date of the invoice from which the query arises and shall not withhold payment of any Charges set out in the queried invoice, or any invoice, by reason of such billing query until it has been resolved by The Supplier, which will avoid any interruption to the service being provided. The Supplier is unable to investigate any potential billing queries after twenty one (21) days from date of invoice.

13.5 Any advance payments made by the Customer shall be held by The Supplier as a deposit and The Supplier shall be entitled to set off such advance payments against any future invoices as they arise.

13.6 If the Customer fails to pay in full when due any sum payable to The Supplier under this Agreement, the liability of the Customer shall be increased to include interest on that sum of 5% plus the Bank of England Base rate from the date when such payment was due until the date of actual payment, interest to be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue from day to day and shall be compounded monthly.

14. Faulty SIM Cards - Helpdesk

14.1 The Supplier shall provide first line support to the Customer through the Helpdesk facility.

14.2 The Helpdesk shall be staffed by appropriately qualified personnel between the hours of 09:00 and 17:30 GMT/BST on business days.

14.3 Upon receipt of a Customer report that a SIM Card has developed a Fault, the Helpdesk shall, so far as they are able, take such steps to resolve the relevant Fault, including, remotely resetting the SIM Card.

14.4 Should the Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs during the SIM Warranty Period set out in clause 9.2 The Supplier shall replace the faulty SIM Card free of charge.

14.5 Should the Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs after the expiry of the SIM Warranty Period set out in clause 9.1(a) The Supplier reserves the right to charge a replacement fee in relation to the provision of the replacement SIM Card.

15. Reporting

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15.1 If the Customer has a specific query relating to the data usage of a SIM Card provided and The Supplier deems such query to be reasonable, the Customer is entitled to request from The Supplier a detailed report showing the itemised data usage of that SIM Card; The Supplier reserves the right to charge a fee of £10.00 (plus VAT) for the provision of any such report. In the event of any dispute regarding data usage of a SIM Card The Supplier and (if applicable) the relevant Network Provider's usage data shall be binding on the Customer and The Supplier.

15.2 The Supplier makes no representations or warranties as to the availability or accuracy of information contained in any report provided.

16. Changes

16.1 The Customer can apply to port or migrate the mobile phone number relating to a SIM Card to another Network Provider. In such circumstances the Charges set out in clause 23 shall apply.

16.2 If Applicable Law changes the VAT rate or any other applicable tax is increased, The Supplier reserves the right to change the terms of the Agreement accordingly by giving the Customer written notice of the same.

16.3 The Supplier reserves the right to change the Customer's mobile number from time to time. The Supplier will write to the Customer to let the Customer know if this is the case.

17. Liability and remedies

17.1 Nothing in the Agreement shall be deemed to exclude or limit the liability of either Party for:

- (a) death or personal injury arising from its negligence;
- (b) any damage or liability incurred as a result of fraud or fraudulent misrepresentation; or
- (c) anything else for which the Parties cannot at law limit or exclude its liability.

17.2 Nothing in the Agreement shall impose any personal liability on any officer, employee, agent or adviser of either Party without wilful misconduct.

17.3 Except as provided in sub-clause 17.1, and in addition to the provisions of clauses 9.4 to 9.6 (inclusive) The Supplier shall not be liable for the following loss or damage however caused (whether in contract, tort, negligence, common law or otherwise and whether foreseeable or not):

- (a) economic loss including administrative and overhead costs;
- (b) loss of profits (whether direct or indirect);
- (c) loss of business or contracts;
- (d) loss of revenues;
- (e) loss of goodwill;
- (f) loss of production;
- (g) loss of opportunity;
- (h) loss of anticipated savings;
- (i) loss of data;
- (j) special damages of any kind;
- (k) indirect or consequential loss or damage;
- (l) loss arising from any claim made against the Customer by any other person;
- (m) loss or damage arising from the Customer's failure to fulfil its responsibilities or any matter under its control; or
- (n) loss or damage arising the Customer's breach of clause 12.2.

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17.4 The Supplier's entire liability under or in connection with any individual claim or series of connected claims made under or in connection with the Agreement shall be limited to an amount equal to the greater of the sum of the fees paid by the Customer in the twelve (12) months immediately preceding the incident which gave rise to the claim; and £20,000 in aggregate.

17.5 The Customer shall indemnify and hold The Supplier and each Network Provider harmless from and against all losses, damages, costs, expenses, claims, proceedings and liabilities (including reasonable legal costs) ("Relevant Losses") incurred by The Supplier, each Network Provider or any of either of their respective group companies arising out of or in connection with any claim by a third party in relation to the Services to the extent that such Relevant Losses have not been caused by any act, omission (negligent, reckless or otherwise) of The Supplier, a Network Provider or any of either of their respective group companies.

17.6 If any part of this clause 17 is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then, it is the Parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.

17.7 The terms of the Agreement shall apply to the exclusion of all other agreements or representations including any implied by law (so far as the Parties are able to exclude terms implied by law), and by any trade custom, practice or course of dealing.

18. Force Majeure

18.1 Subject to sub-clause 18.2, neither Party shall be deemed to be in breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is caused by a Force Majeure Event.

18.2 The Party affected by any Force Majeure Event shall immediately give the other Party written notification of the nature and extent of the Force Majeure Event and the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

18.3 If The Supplier is affected by the Force Majeure Event and the written notice in relation to the Force Majeure Event has not been withdrawn within one hundred and eighty (180) days, the Customer shall be at liberty to terminate the Agreement with immediate effect by serving a written notice on The Supplier. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to such termination.

19. Intellectual Property Rights

19.1 All property and Intellectual Property Rights in the Services including without limitation all right, title and interest in and to all documents, data, specifications or other items relating to the Services, shall vest in and shall remain the exclusive property of The Supplier, the relevant Network Provider(s) or its third party licensors, as applicable.

19.2 The Customer shall not, and shall use all reasonable endeavours to procure that its customers and each End User shall not, claim ownership of any Intellectual Property Rights in relation to or created pursuant to the SIM Cards or the Services and shall not take any action which might infringe any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards or the Services and the Customer shall indemnify The Supplier and keep it indemnified from and against all costs claims liabilities proceedings damages and expenses arising directly or indirectly as a result of any breach of the foregoing obligation by the Customer, its customers and/or End Users.

19.3 Any data, documents, Intellectual Property Rights or other information belonging to The Supplier or a Network Provider which is supplied or otherwise furnished to the Customer in connection with the performance of the Agreement or otherwise shall remain the sole property of The Supplier or the relevant Network Operator to whom they belong (as the case may be).

19.4 The Customer acknowledges that it shall have no express or implied right to use, modify, adapt or otherwise exploit The Supplier's, the Network Providers or any other Third Parties' Intellectual Property Rights, except for the right to use such Intellectual Property Rights for the exclusive purpose of using the Services under the Agreement.

19.5 The Customer shall indemnify and hold The Supplier harmless against any claims that the use of the Services in combination with services, software or equipment not supplied by The Supplier infringes any other third party's Intellectual Property Rights.

19.6 The Customer shall notify The Supplier immediately of any infringement or apparent or threatened infringement of or any actions, claims or demands in relation to any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards and/or the Services and the Customer shall provide (and shall use all reasonable endeavours to procure that the Customer's customers and End Users shall provide) The Supplier with all assistance which The Supplier may reasonably require in connection therewith including but not limited to the prosecution of any actions which The Supplier may deem necessary for the protection of any rights in relation to the SIM Cards and/or the Services and if so requested by The Supplier in relation to any claim or action brought against the Customer, the Customer shall authorise the conduct

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of the same and all negotiations for the settlement of the same by The Supplier or the relevant Network Provider(s) if directed by The Supplier in its sole and absolute discretion.

20. Data Protection

20.1 The terms "Data Subject", "Personal Data", "Data Controller", "Data Processor" and "processing" shall have the meanings set out in GDPR.

20.2 The Customer acknowledges that it is the Data Controller of the content of any communication made or transmitted via the Services and of any Personal Data of it or its customers or End Users processed in connection with the provision of the Services as envisaged by this Agreement.

20.3 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in Schedule 1.

20.4 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available to any DP Regulator on request.

20.5 The Data Controller shall:

(a) ensure that any instructions it issues to the Data Processor shall comply with the Data Protection Laws; and

(b) have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which the Data Controller acquires Personal Data and shall establish the legal basis for its processing under Data Protection Laws, including providing all notices and obtaining all consents (including from the Customer's customers and End Users) as may be required under Data Protection Laws in order for the Data Processor and any relevant Network Provider to process the Personal Data as contemplated by this Agreement. Where no such legal basis can be established (or where the legal basis is consent and such consent is subsequently withdrawn) the Customer shall promptly notify The Supplier and the Customer hereby acknowledges and agrees that The Supplier shall not be obliged to continue to provide the Services in respect of any affected End User.

20.6 To the extent The Supplier receives from, or processes any Personal Data on behalf of, the Customer, The Supplier shall:

(a) process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) provided such instructions are lawful; and (ii) only for the duration of this Agreement;

(b) take commercially reasonable steps to ensure its personnel who are authorised to have access to such Personal Data and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Data;

(c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure a level of security for such Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access

(d) unless the transfer is based on an "adequacy decision", is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, not transfer, access or process such Personal Data outside the European Union without the prior written consent of the Customer (not to be unreasonably withheld or delayed);

(e) inform the Customer without undue delay upon becoming aware of any such Personal Data (while within The Supplier' or its subcontractors' possession or control) being subject to a personal data breach (as defined in Article 4 of GDPR);

(f) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this Agreement;

(g) except for Personal Data of which The Supplier is also a Data Controller and except as required by law or in order to defend any actual or possible legal claims, as the Customer so directs, take reasonable steps to return or irretrievably delete all Personal Data on termination or expiry of this Agreement, and not make any further use of such Personal Data;

(h) provide to the Customer and any DP Regulator all information and assistance reasonably necessary to demonstrate or ensure compliance with the obligations in this clause 20 and/or the Data Protection Laws;

(i) permit the Customer or its representatives to access any relevant premises, personnel or records of The Supplier on reasonable notice to audit and otherwise verify compliance with this clause 20, subject to the following requirements:

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- (i) the Customer may perform such audits no more than once per year or more frequently if required by Data Protection Laws;
- (ii) the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to The Supplier before the audit;
- (iii) audits must be conducted during regular business hours, subject to The Supplier' policies, and may not unreasonably interfere with The Supplier' business activities;
- (iv) the Customer must provide The Supplier with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this clause 20. The audit reports shall be confidential;
- (v) to request an audit, the Customer must first submit a detailed audit plan to The Supplier at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. The Supplier will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise The Supplier' confidentiality obligations or its security, privacy, employment or other relevant policies). The Supplier will work cooperatively with the Customer to agree a final audit plan;
- (vi) nothing in this clause 20.6(i) shall require The Supplier to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and
- (vii) all audits are at the Customer's sole cost and expense;
- (j) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- (k) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (l) provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data provided that the Customer shall be responsible for The Supplier' costs and expenses arising from such co-operation and assistance.

20.7 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

20.8 The Customer generally agrees that The Supplier may engage third party providers including any advisers, contractors, or auditors to process Personal Data ("Sub-Processors").

20.9 If The Supplier engages a new Sub-Processor ("New Sub-Processor"), The Supplier shall inform the Customer of the engagement by sending an email notification to the Customer and the Customer may object to the engagement of such New Sub-Processor by notifying The Supplier within 5 Business Days of The Supplier' email, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this clause. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer. The Supplier shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which The Supplier is subject to under this Agreement.

20.10 Any sub-contracting or transfer of Personal Data pursuant to this clause 20 shall not relieve The Supplier of any of its liabilities, responsibilities and obligations to the Customer under this Agreement and The Supplier shall remain liable for the acts and omissions of its Sub-Processor.

20.11 Where Personal Data is processed by The Supplier under or in connection with this Agreement on behalf of the Customer as the Data Controller, the Customer agrees that The Supplier may disclose the Personal Data to The Supplier' employees, sub-contractors (including third party providers), agents, affiliates and affiliate employees as the The Supplier reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law and as required to defend any actual or possible legal claims. The Supplier shall take reasonable steps to ensure the reliability of any person who has access to the Personal Data and ensure that such persons are aware of The Supplier' obligations under this Agreement.

21. Suspension

21.1 The Supplier may suspend the Services, or any SIM Card, if any one or more of the following occur:

- (a) the telecommunications network and other infrastructure in place supporting the Services fails or if modification or maintenance work is being carried out in respect of the same, or such telecommunications network is unavailable for any reason;

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(b) The Supplier does not receive full payment of any Charges due pursuant to the Agreement in accordance with the payment terms set out in clause 13 and the terms of the Agreement; in which case the Charges set out in clause 23.5 shall apply;

(c) The Supplier believes or has reasonable grounds to suspect that the Customer's equipment or SIM Card(s) are being used fraudulently or illegally or if they have been lost or stolen (in which case the Charges remain payable until we are notified of such fraudulent or illegal use pursuant to clause 12.1(e));

(d) the Customer is otherwise in material breach of the terms of the Agreement;

(e) The Supplier reasonably anticipates that one of the events referred to in clause 22.2 is about to occur; or

(f) at its discretion in relation to SIM Card(s) if it suspects that they have been tampered with, in any way which could render billing information inaccurate.

21.2 If the Services are suspended pursuant to clause 21.1(a) for more than three (3) consecutive days, The Supplier shall suspend the Charges for the period of unavailability.

22. Termination

22.1 The Customer may terminate the Agreement (in whole or in part):

(a) by completing and submitting to The Supplier, the signed Cancellation Request Form. Provided that all termination fees payable in accordance with clause 23 have been received by The Supplier, such termination shall be effective thirty (30) days after the confirmed receipt by The Supplier of the Cancellation Request Form; or

(b) if The Supplier commits a material breach of the Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of receipt of written notice of the breach.

22.2 Without prejudice to any other rights or remedies which The Supplier may have, The Supplier may by notice to the Customer immediately terminate the Agreement (in whole or in part) if:

(a) the Customer commits an irremediable material breach of the Agreement;

(b) the Customer breaches any of the obligations set out in clause 5 (Representations and Warranties) and clauses 12.1(c) or 12.2 (Customer Obligations);

(c) the Customer commits a material breach of the Agreement capable of remedy and fails to remedy that breach within ten (10) business days of receipt of written notice of the breach from The Supplier;

(d) the relevant Network Provider(s) upon which the Services are dependent suspends or ceases to make the telecommunications network and infrastructure available;

(e) the Customer repeatedly or continuously breaches any of its obligations under the Agreement and such breach or breaches continue to occur within fourteen (14) days of receipt of a written notice setting out such breach or breaches;

(f) an order is made or a resolution is passed or any other formal step is taken with a view to commencing winding-up or dissolution of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer (except for the purposes of amalgamation or reconstruction, the terms of which have been previously notified to and approved by The Supplier);

(g) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given to the Customer or its directors;

(h) a receiver is appointed over any of the Customer's assets or an undertaking or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager over the Customer, or if any other person takes possession of or sells the Customer's assets;

(i) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

(j) the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act, 1986;

(k) any distress, execution, sequestration or other process is levied or enforced or sued out or upon or against the whole or any material part of the assets of the Customer;

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(l) the Customer ceases, or threatens to cease, to trade;

(m) the provision or continuation of the Services would be in breach of an Applicable Law or Code of Conduct; or

(n) the provision of any Services requested by the Customer would require material modification to the Systems; or

(o) the Customer takes or suffers any similar or analogous action to those referred to in clauses 22.2(f) to (n)

(inclusive) in any jurisdiction in consequence of any debt.

22.3 Without prejudice to any other rights or remedies which The Supplier may have, The Supplier may, by thirty (30) calendar days' written notice to the Customer terminate the Agreement (in whole or in part).

22.4 The right to terminate the Agreement in this clause 22 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

22.5 For the purposes of clause 22.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance provided that time of performance is not of the essence.

23. Consequences of Termination and costs of changes

23.1 All rights and obligations of the Parties shall cease to have effect immediately upon termination or expiry of the Agreement, save that such termination or expiry shall not prejudice or affect:

(a) any right of action or remedy which shall have accrued or shall thereafter accrue to either Party; or

(b) the continued existence and validity of the rights and obligations of the Parties under those clauses which by implication or express agreement are to survive termination or expiry of the Agreement.

23.2 On termination (in whole or in part) or expiry of the Agreement for any reason, the Customer shall:

(a) immediately cease to make use of any of the relevant SIM Cards and the Services; and

(b) as soon as reasonably practicable deliver to The Supplier or, at The Supplier' option, destroy all or any SIM Cards.

23.3 Upon the termination of the Agreement (in whole or in part) the following termination fees are payable:

(a) If the Customer ends all or part of the Agreement pursuant to clauses 11.2 or 22.1(b), only the Charges due up to and including the date of the termination of the Agreement are payable;

(b) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term has not expired (and will not expire during the notice period), the following Early Termination Charges are payable:

(i) the amount of unpaid line rental and other fixed Charges remaining in respect of each of the relevant SIM Cards and/ or Data Pools terminated for the period from the date of expiry of the notice period up to and including the last day of the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term; and

(ii) all outstanding Charges due up to and including the date of the termination of the Agreement; and

(iii) a Termination Processing Fee of £250 for each SIM Card to be terminated, in each case such administration fee levied in respect of The Supplier' administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network.

(iv) It is agreed between the Customer and the Company that £250.00 per connection is a fair estimate of the administrative expenses incurred in processing any of the events described in 23.3(b) and the Customer agrees not to challenge the charge as a penalty.

(v) Upon termination for any reason that gives rise to Early Termination Charges under clause 23.3(b), The Supplier shall issue an invoice detailing all outstanding amounts, including Early Termination Charges, any unpaid Charges, and applicable Termination Processing Fees. This invoice shall be settled by the Customer via Direct Debit within three (3) Business Days of the date of request. Once payment is received in full, the Customer's account will be deemed settled, and any associated termination and/or number porting requests will be approved.

(c) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term of the Agreement has expired (or will expire during the notice period) the following Charges are payable:

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- (i) the amount of the Charges up to and including the date upon which the relevant notice period expires;
- (ii) all outstanding Charges due up to and including the date of the termination of the Agreement;

23.4 If the Customer elects to port or migrate their mobile phone number(s) pursuant to clause 16.1 The Supplier reserves the right to charge the Customer an administration fee per SIM Card in addition to any charges for termination charged by the relevant Network Provider that may be applicable and levied by that Network Provider against The Supplier.

23.5 If the Services are suspended pursuant to clause 21.1(b) and the Customer requests reconnection, The Supplier reserves the right to charge an administration per SIM Card reconnected in addition to all arrears in Charges due in respect of the relevant SIM Card(s); the Charges payable pursuant to this clause 23.5 must be paid, at The Supplier' discretion, as a pre-condition to such reconnection.

24. Subcontracting

24.1 The Supplier may subcontract the rights and obligations it has under the Agreement to a Third Party.

25. Assignment

25.1 The Customer shall not, without the prior written consent of The Supplier, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement.

25.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

26. Entire Agreement

26.1 The Agreement together with any documents referred to in the Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Agreement and supersedes all prior oral or written agreements, arrangements or understanding between the Parties.

26.2 The Customer acknowledges that it has entered into the Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, the Customer shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.

26.3 Variation We may update or amend these Terms and Conditions at any time. The most recent version will always be available on our website and will apply from the date it is published.

27. Releases and waivers

27.1 Either Party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

27.2 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

27.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise.

27.4 Notwithstanding the generality of clauses 27.1 to 27.3, the Customer acknowledges that any waiver or failure to collect any fees due under clauses 13.3, 14.5, 15.1, 23.3, 23.4 or 23.5 is a gesture of goodwill by The Supplier and shall not prevent The Supplier from relying on such rights in the future.

28. Exclusion of third party rights

28.1 Each Network Provider is a third party for the purposes of the Contract (Rights of Third Parties) Act 1999 and where stated, each and every obligation of the Customer under this Agreement is owed to each relevant Network Provider who may enforce its rights in the Agreement as if it were a party to it.

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28.2 Subject always to clause 28.1, the Parties agree that the provisions of the Agreement are personal to them and their permitted successors and assigns and are not intended to confer any rights of enforcement on any third party and save as expressly provided for in the Agreement the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, or to any of its provisions.

28.3 Save for where it is stated to the contrary, if any person who is not a Party is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.

29. Notices

29.1 Any notice to a Party under or pursuant to the Agreement shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery, email or fax to the address of the Party as set out on the Sales Order Form or as otherwise notified in writing from time to time.

29.2 In proving service it will be sufficient to prove:

- (a) in the case of personal service, that it was handed to the Party or delivered to or left in an appropriate place for receipt of letters at its address;
- (b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted;
- (c) in the case of email and/or fax, that it was properly addressed and despatched to the number of the Party.

29.3 Notice shall be deemed to have been received as follows:

- (a) in the case of personal service, on signature of a delivery receipt or at the time the notice is left at the address;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00am on the second business day after posting;
- (c) if sent by pre-paid airmail, at 9.00am on the fifth business day after posting;
- (d) if sent by email, at the time of transmission; or
- (e) if sent by fax, at the time of transmission.

29.4 A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement.

30. Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which it may suffer for which the relevant Party is entitled to bring a claim against the other Party under the Agreement.

31. Further assurance

Each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfil the provisions of and to give to each Party the full benefit of the Agreement.

32. VAT

Where under the Agreement any Party agrees to pay to the other Party any sum or to furnish to that other Party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant Party.

33. Anti-bribery

33.1 The Customer acknowledges and agrees that The Supplier will not tolerate bribery in any form in connection with the conduct of its business.

33.2 The Customer shall:

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti- corruption ("Anti-bribery Laws"), including without limitation the Bribery Act 2010 (including any subordinate or amending legislation);

- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010

if such activity, practice or conduct had been carried out in the United Kingdom;

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(c) not do, or omit to do, any act that will cause The Supplier to be in breach of the Anti-bribery Laws;

(d) promptly report to The Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Agreement;

(e) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures under the Bribery Act 2010 to ensure compliance with the Anti-Bribery Laws and shall provide a copy of such policies and procedures to The Supplier on request, and shall enforce such policies and procedures where appropriate. For the purpose of this clause 33, the meaning of adequate procedures shall be determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010; and

(f) within five (5) business days of receipt of a request from The Supplier, certify to the The Supplier in writing its compliance with this clause 33.

33.3 In the event that the Customer sub-contracts the provision of any element of the Agreement to any person, or receives any services in connection with its performance of the Agreement from any person, (each such person being an "Associated Person"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Customer in this clause 33. The Customer shall be liable to The Supplier for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Customer has failed to impose such obligations, the obligations that the Associated Person would be under if the Customer had complied with the obligation under this clause) as if such acts or omissions were those of the Customer itself.

33.4 The Customer warrants and represents that neither the Customer nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

33.5 Breach of this clause 33 shall be deemed a material breach of the Agreement.

33.6 The Customer shall indemnify The Supplier against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, The Supplier as a result of any breach of this clause 33 by the Customer (including any liability that the Customer has to The Supplier by virtue of the acts or omissions of any Associated Person under clause 33.3).

33.7 The Customer shall keep and maintain throughout the term of the Agreement detailed, accurate and up to date records showing all payments made and received by the Customer in connection with the Agreement. The Customer shall ensure that such records and books of accounts are sufficient to enable The Supplier to verify the Customer's compliance with its obligations under this clause 33.

33.8 The Customer shall permit The Supplier and its third party representatives, on reasonable notice during normal business hours, but without notice in the event of any reasonably suspected breach of this clause 33, to access and take copies of the Customer's records, books of account and any other information held by or on behalf of the Customer and to meet with the Customer's personnel in order to audit the Customer's compliance with its obligations under this clause 33. Such audit rights shall continue for six (6) years after termination or expiry of the Agreement. The Customer shall give all necessary assistance to the conduct of any such audits.

34. Governing law and jurisdiction

34.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

34.2 Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1 (Data Protection)

The Personal Data processing activities carried out by The Supplier under this Agreement, including but not limited to the following, may be described as follows:

1. Subject matter of processing. The processing of personal data by The Supplier for the purposes of providing the Services to the Customer.
2. Nature and purpose of processing collecting, organising, sorting, saving, transferring, restricting, deleting, adapting or alternation of personal data.
3. Categories of Personal Data. Any personal data which is provided to WL pursuant to this Agreement which includes any data contained on SIMPro

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4. Categories of data subjects. The identifiable or identified natural person to whom the personal data relates to including Customers and End Users.
5. Duration. For the duration of the Agreement.

These Terms & Conditions are also available on www.communicationsplus.co.uk and www.cellular-solutions.co.uk

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T: 03701 020204
E: enquiries@communicationsplus.co.uk

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COMMUNICATIONS PLUS LTD & CELLULAR SOLUTIONS NORTH EAST LTD - SPECIFIC TERMS AND CONDITIONS FOR DATA NETWORK SERVICES – 1 Oct 2025

1. INTRODUCTION

1.1. This page sets out the specific terms and conditions ("Specific Terms") which apply to all Data Network Services (together "Deliverables") which we, Communications Plus Ltd a company incorporated in the United Kingdom under registered company number 05938802 whose registered office is at Unit 1 Millbrook Business Park Mill Lane, Rainford, St Helens, Merseyside, England, WA11 8LZ and/ or Cellular Solutions North East Ltd a company incorporated in the United Kingdom under registered company number 03800076 whose registered office is Cellular Solutions North East Ltd, Ferryboat House, Ferryboat Lane, Sunderland, Tyne and Wear, SR5 3JN ("Company" "we" "us" or "our") provide to you as our client ("Customer" or "you"), which Deliverables may be more specifically set out within the relevant Order.

1.2. These Specific Terms explain our duties to you and your duties to us and form part of your agreement with us for all Deliverables we provide to you.

1.3. Our agreement with you is made up of (i) our Standard Terms ("Standard Terms"); (ii) these Specific Terms; (iii) any project proposal, quotation and/or order form issued by us to you in connection with the provision of the specific Deliverables ("Order"); and (iv) any other written document either issued by us (and expressly referring to and incorporating itself into the Agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the "Agreement", and apply to the contract between you and us to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.4. When construing the meaning of the Agreement, the documents listed in Clause 1.3 shall, unless otherwise set out in these Specific Terms in respect of specific Deliverables, be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.

1.5. In these Specific Terms, we refer to the Standard Terms and Order terms together as the "Additional Terms".

1.6. All of our terms are set out in material we publish on Our Website. You should print or save a copy of these Specific Terms and the Standard Terms, or can ask us to confirm which Additional Terms apply to the Agreement between you and us at any time.

1.7. Any quotation given by us shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

1.8. Any order placed by you shall be deemed to be accepted and you agree to the terms of this Agreement from the earlier of you: signing the relevant Order terms (which may be by electronic signature and/or scanned copies on email); or, in the event that no Order terms have been signed, acknowledging verbally or in writing that you wish to proceed with the purchase of the Deliverables, at which point and on which date the Agreement shall come into existence ("Commencement Date").

1.9. We may amend these Specific Terms from time to time, acting in our sole discretion. Every time you, as our client, agree new Order Terms for the provision of specific Deliverables you should check these Specific Terms and the Additional Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Standard Terms were most recently updated on 1st May 2024.

2. DEFINITIONS & INTERPRETATION

The following terms shall have the following meanings in these Specific Terms (unless otherwise defined therein):

'Agreement' means the agreement between you and the Company for the supply of the Services in accordance with the Order and these Terms.

'Charges' means the charges as notified to the Customer from time to time and payable by the Customer to the Company for the Services.

'Commencement Date' means the date of the Agreement.

'Company', 'We', 'Us', 'Our' means Communications Plus Limited (registered in England and Wales with company number 05938802) and/or Cellular Solutions (North East) Ltd (registered in England and Wales with company number 03800076).

'Company Equipment' means any equipment owned by the Company or its licensors that We use to provide the Services.

'Confidential Information' means any and all information whether disclosed in written or oral or machine-readable form or otherwise including without limitation information relating to the Company's services, equipment, operations, know-how, trade secrets, and information of commercial value.

'Connection' means a single connection of the Customer to the Services.

'Customer', 'You' means the individual, company, entity, organisation or business that purchases the Services from the Company.

'CPE (Customer Premises Equipment)' means the equipment located at your premises and which is connected with the Company's leased line, Ethernet, or private line circuit/service.

'Domain Name' means such domain name as We may allocate to the Customer, such allocation being subject to separate terms and conditions details of which can be obtained upon written request or by contacting the Company.

'Early Termination Fee' means: all Charges that are accrued up to and including the date of termination; plus an average per day value of the Charges accrued by the Customer in the three months prior to the date of termination chargeable each day from the date of termination until the date of expiry of the Minimum Term, Renewed Minimum Term, or Subsequent Term (as the case may be); plus the total amounts of all Line Rental Charges still remaining on the Minimum Term, Renewed Term, or Subsequent Term (as the case may be) from the date of termination until the date of expiry of the Minimum Term, Renewed Minimum Term, or Subsequent Term (as the case may be); plus any applicable administrative charges for ceasing services or porting numbers as set by third-party providers.

'Equipment' means any communications or other equipment recommended and approved by the Supplier and/or third party operator as an essential part of providing the Services. This may include (without limitation) modem and router cables. It does not include leads, batteries, or other accessories or equipment the Customer might purchase from any supplier the Supplier recommends or any alternative supplier.

'ESTN' means Ethernet Services Telephone Network.

'Excess Construction Charges' means any Charge that We may apply for resources (including Equipment) required to provide a Service, or any aspect of a Service to a Site that exceeds the level of resources normally required to provide the applicable Service to a Site.

'Exchange Line' means any apparatus forming part of the System used by the Company to connect the Site to a telephone exchange to provide the Services.

'GDPR' means General Data Protection Regulation ((EU) 2016/679).

'Hardware Fund' means, if selected on the Order, a fund provided by the Supplier (up to the maximum amount specified on the Order) the value of which the Customer can use to select further Devices, Goods or other assistance in accordance with clauses 8.13 – 8.13.4 (inclusive).

'IPR' means patents, rights to inventions, copyright and related rights, trade marks, business names, and domain names.

'Minimum Term' means thirty-six (36) months (or such other minimum period as is set out in the Order) from the date the Order is deemed completed by the Company and made available to the Client.

'Network' means the fixed line telecommunications network operated by a Network Operator.

'Network Operator' means a network operator who operates a Network to which a line is connected in accordance with an agreement between the

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Network Operator and the Company.

'OFCOM' means the Office of Communications or other replacement authority.

'Order' means the Customer's order for the Services.

'Our Website' the website located at [Communications Plus](#) and [Cellular Solutions](#) as may be amended from time to time.

'Overage Charge' means the charges for use of data in excess of any agreed limit on the Services levied by the Company and as more particularly detailed in the Service Plan.

'Renewed Term' means the renewed term agreed with the Company in writing in accordance with Clause 4.3.

'Rental' means the monthly, quarterly, or annual fee (including line rental, equipment rental, and other rental) payable by the Customer for the Services, as set out in the Order or as otherwise notified by the Company.

'Service Plan' means the monthly, quarterly, or annual tariff which the Customer selects at the time the Customer orders the Services.

'Services' means the data services including but not limited to broadband, FTTC, MPF, SMPF, ESTN, Ethernet First Mile, and Ethernet as set out in the Order and that the Company agrees to supply to the Customer.

'Site' means the site(s) at which We shall provide the Services.

'Subsequent Term' a minimum of twelve (12) months (or such other period set out in the Order).

'System' means the Network that We use to provide the Services.

'Termination Processing Fee' means Charges for processing an early disconnection, applicable per connection, line or service, plus any applicable administrative charges for ceasing services or porting numbers as set by third-party providers.

'Transmission Speed' means either the rate in Kbps or Mbps that data is transferred between the Equipment and the Service. The Transmission Speed available to the Customer will be affected by the operational and technical characteristics of the Customer's telephone line, the Network, and the Customer's chosen Equipment.

'Working Day' means 09:00 to 17:00 Monday to Friday but excluding public holidays in the United Kingdom recognised by the Company.

3. ORDER

3.1. The Order constitutes an offer by the Customer to purchase the Services in accordance with these Terms.

3.2. No order placed by the Customer shall be accepted by the Company until the Order is accepted by the Company in writing or (if earlier) the Company provides the Services to the Customer.

3.3. Subject to Clause 8.7, once an Order has been accepted by the Company, the Customer may not cancel an Order.

3.4. We shall be under no obligation to provide the Services until acceptance of the relevant Order by the Company. We may accept or reject an Order at Our sole discretion.

3.5. The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Agreement.

3.6. These Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. MINIMUM TERM, SUBSEQUENT TERM, RENEWED TERM AND EARLY TERMINATION FEE

4.1. The Agreement shall commence on the Commencement Date and will continue for the Minimum Term and any Renewed Term or Subsequent Term.

4.2. The Customer acknowledges that it has limited rights to terminate the Agreement during the Minimum Term, Renewed Term or Subsequent Term (as the case may be). These rights are set out in Clause 10.1.

4.3. If upon the expiry of the Minimum Term, Renewed Term or Subsequent Term (as the case may be) the Customer has not agreed a Renewed Term; or given notice to the Company in accordance with Clause 10.1 We will continue to supply the Services to the Customer for the Subsequent Term unless the Customer terminates the Agreement as set out in Clause 10.1.

4.4. If a Renewed Term has been agreed We will continue to supply the Services to the Customer for the Renewed Term unless the Customer terminates the Agreement as set out in Clause 10.1.

4.5. If the Customer terminates the Agreement before the expiry of the Minimum Term, Renewed Term or Subsequent Term, the Customer shall pay the Charges for the Early Termination Fee and a Termination Processing Fee of £250 per connection.

4.6 It is agreed between the Customer and the Company that £250.00 per connection is a fair estimate of the administrative expenses incurred in processing any of the events described in 4.5 and the Customer agrees not to challenge the charge as a penalty.

5. THE SERVICES

5.1. In order for the Company to enable the Customer to use the Services the Customer agrees to comply with the following:

the Customer Premises Equipment have a minimum specification; the Customer must have compatible cables and extension leads between any communications equipment and telephone socket; and the Company's provision of the Services is subject to testing to the Company's satisfaction of the Customer's telephone line and cabling to ensure that broadband is available in the Customer's area and can be activated. If any installation work is needed at the Customer's Site before the Company is able to provide the Services, the Customer must arrange this through an authorised third party or by the Company at the Customer's own cost.

5.2. In certain limited circumstances, in addition to any express restrictions set out in any relevant handbook for the Services, the Customer accepts that:

We may not be able to set up the Services for technical reasons beyond the Company's control; some limitations within the Network may not become apparent through no fault of the Company until after the Service has been installed and working for some time; and there may be geographical limitations that may affect or prevent installation of a Service.

The Customer accepts that provision of the Services is subject to these potential limitations. In such circumstances, We will notify the Customer as soon as possible and the Service may have to be withdrawn. Where the Services are withdrawn, We will provide the Customer with a refund of any advance Charges that the Customer has already paid to the Company for such withdrawn Services.

5.3. Use of the internet is subject to the Customer's own risk and subject to any applicable laws.

5.4. Upon activation of the Services the Customer accepts that the Customer may experience a temporary loss of the Customer's existing line.

5.5. In the event that the Customer wishes to port an existing URL which the Customer wishes to use in connection with the Services, the Customer agrees and understands there may be downtime associated with this process and the Company is not responsible for any costs or consequence of delay arising in connection with any such downtime, provided always that the Company reserves the right to reject such porting request at its sole

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discretion.

5.6. The Customer may be allocated a username and password in order to access the Services. The Customer shall keep such username and password confidential and shall take all necessary steps to ensure their confidentiality and that they are not disclosed to any unauthorised third parties. The Customer will: inform the Company if the Customer becomes aware of or suspects any unauthorised use of the Customer's username and password and agrees to take all necessary steps (or such steps as may be requested by the Company) to prevent such use; and indemnify the Company for any loss, costs, expenses or damages that We may suffer as a result of a breach of this Clause 5.6.

5.7 To ensure that the Services remain secure, the Customer must not change or attempt to change a username without the Company's written permission.

5.8. If the Customer moves and wishes to access the Services at their new site then: the Customer will be required to set up a new account for such new site by contacting the Company in writing; the Customer shall provide the Company with proof of its new address. If the Customer does not, its existing account will not be terminated and the Customer will be liable for any Charges that remain due on that account; the Customer will pay the administration fee for setting up a new account when the Customer moves; if any the Company Equipment is lost or damaged when the Customer moves address the Customer will indemnify the Company in respect of, all costs, expenses and liabilities that the Company incurs as a result of any loss of or damage to the Equipment, unless directly caused by the Company.

5.9. When the Customer has moved address and notified the Company in accordance with Clause 5.8, a telephone line test will need to be carried out. If it is not possible to connect the Customer, the Customer may terminate the Agreement provided: it is no earlier than the date the Customer actually moves; the Customer gives the Company ten (10) days' notice in writing; and the Customer sends to the Company proof of the Customer's change of address. Any Charges due in respect of the Customer's existing account to the date of cancellation will remain payable.

5.10. Where the Company connect the Customer at the Customer's new address, We will use reasonable endeavours to ensure that the Customer's connection is at the same Transmission Speed as that at the Customer's old address prior to the Customer's move. However, if it is not possible, We will connect the Customer at the Transmission Speed the Company determines is available and possible.

5.11. If the Company supplies or provides any third party software to the Customer pursuant to the Agreement, then such software shall be supplied or provided subject to the standard terms and conditions of the proprietor of such software at the time of supply or provision, provided such terms and such conditions are not inconsistent with the Customer's rights under this Agreement. The Customer undertakes to: use such software strictly in accordance with such terms and conditions, which have been provided to it by the Company; enter into any licence or agreement reasonably required by the owner of any intellectual property rights in any software supplied to the Customer for the purpose of accessing the Services.

5.12. The Customer acknowledges that as part of the Customer's Order to receive and enjoy the full benefit of the Services some minor modifications may need to be made to the Customer Premises Equipment. It is the Customer's responsibility to ensure that such modifications do not invalidate the terms of any warranty that the Customer may have concerning the Customer's computer. We will not be liable for any claim that the Customer's warranty has been invalidated (if applicable) as a result of work carried out by the Customer, the Company, or the Company's agents in order to make the CPE operate with the Services.

5.13. It is the Customer's responsibility to ensure the compatibility of the Services with the CPE; any hardware, software or any other equipment or services.

5.14. The Customer recognises that the Services may from time to time be adversely affected by failure of a server or other external causes and may fail or require maintenance without notice. The Customer further acknowledges that We will have no liability for failure of the Services unless and to the extent caused by the Company's negligence or fraudulent misrepresentation.

5.15. ROUTER. The Customer acknowledges that the Company is not responsible for any broadband router that has not been provided by the Company or the configuration of that device and that any fault diagnosis on the broadband circuit will only be carried out with the test router supplied by the Company for that purpose. The Customer also acknowledges that it is the Customer's responsibility to provide full assistance during that testing and that failure to provide such assistance that results in an inability for the Company to correctly troubleshoot the fault will be the sole responsibility of the Customer and We will not be liable for any claim resulting due to loss of, or a poor speed Services.

6. THE COMPANY'S GENERAL OBLIGATIONS

6.1. We shall supply the Services to the Customer from the Commencement Date for the term of the Agreement in accordance with these Terms.

6.2. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify the Customer in any such event.

6.3. The provision of the Services is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Customer shall obtain any consent or facility that is necessary or desirable for the Company to provide the Services at the Site.

6.4. We may: change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and determine how the Services are presented and delivered or are otherwise made available to the Customer. the Company can change the way they are presented, delivered or otherwise made available to the Customer at any time.

6.5. Pursuant to Clause 6.4 where a change to, or withdrawal of, a Service option arises: solely due to the Company's business requirements We will give at least three months' written notice to the Customer; or as a result of changing arrangements with a third party or for legal or regulatory reasons, We will give as much notice to the Customer as is reasonably practicable in the circumstances.

6.6. Upon expiry of any such notice period set out in Clause 6.5: We will not accept any new Orders for the relevant service option; and At the Company's discretion: any Orders that have been accepted by the Company but where a Connection is not available for use will either be: ceased by the Company; or allowed to progress through to completion; or the Customer will be offered a new service option for acceptance, save that if, in the reasonable opinion of the Customer, it deems the service levels of the new service to be materially less than the service to be withdrawn, and the Customer may terminate the Order without incurring any form of Early Termination Charges. The Services will be provided within the Company's Network Operator's Network area but it's always possible that the quality or coverage may be affected at times.

6.8. The Customer acknowledges that: the provision of certain Services shall be subject to the completion of a satisfactory Site survey. In many cases, the Company or its representative shall require access to the Site to complete the Site survey; upon completion of the Site survey, We shall notify the Customer of the estimated Connection date for the relevant Service; and We shall inform the Customer by email when the Service has successfully been installed.

6.9. We shall exercise the reasonable care and skill of a competent telecommunications operator. The Customer acknowledges that: the Company cannot guarantee that the Services will be available without interruption or will be free from error; it is technically impossible to provide an incident free service and We do not undertake to do so; the Services have not been developed to meet the Customer's individual requirements and that

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it is therefore the Customer's responsibility to ensure that the facilities and functions of the Services meets their requirements; the operability, quality and availability of the Services may sometimes be affected by factors outside the Company's, or the Network Operator's control such as physical obstructions, atmospheric conditions and other causes of radio interference, faults in other telecommunication networks or other events; the existence of any minor errors in the Services shall not constitute a breach of the Agreement; and the Company, or the Network Operator, and without liability modify, expand, improve, maintain or repair the Services and this may require suspension of the operation or provision of the Services and We shall have no liability to the Customer in connection with any such adverse effect on the quality and availability of the Services.

6.10. We shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them or for any delay caused by circumstances beyond the Company's reasonable control including but not limited to delays in obtaining consent to carry out work at the Site or delay in the Customer approving any Excess Construction Charges. Time shall not be of the essence of the Agreement.

6.11. We shall not and shall not be under any obligation (express or implied) to monitor the Customer's usage and/or patterns of usage.

6.12. The Customer shall report any fault in the Services to the Company's Customer Services Department as soon as reasonably practicable, where it will be dealt with in accordance with the agreed fault repair service or any applicable service level agreement. We shall not be obliged to fix any fault if: the defect arises because the Customer failed to follow any user manual or other documentation available from the manufacturer or the Company's oral or written instructions as to the use or maintenance of the Services or (if there are none) good trade practice; the defect is caused by improper use of the Services or use outside its normal application; If the Company agrees to fix a fault: caused by the circumstances set out in this Clause 6.12; or caused by the Customer; or that otherwise falls outside the responsibility of the Company; or where no fault is subsequently found We may charge the Customer for such work at Our applicable man-hour rate.

6.12 or otherwise unless the Customer gives written notice of the defect to the Company within seven (7) days of the time when the Customer discovers or ought to have discovered the defect.

6.13. We shall not be liable for any fault whether under Clause

6.14. The technical specification of each Service and manner in which the Company discharges its obligations under these Terms is at the sole discretion of the Company.

7. THE CUSTOMER'S OBLIGATIONS

7.1. The Customer may only use the Services: as laid out in the Agreement; and for their own use. The Customer may not resell or commercially exploit any of the Services without the prior written consent of the Company.

7.2. The Customer shall comply with all security standards applicable to the Services and as notified to the Customer by the Company from time to time.

7.3. The Customer shall not utilise and shall ensure that no other person uses the Services: for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice or in breach of the Company's acceptable use policy; or fraudulently or for any criminal or illegal purpose or in a manner that is contrary to any regulatory or legal requirement; or to make defamatory, offensive, obscene, indecent, menacing, abusive, nuisance or hoax calls; or to cause annoyance, inconvenience or needless anxiety to any person; or contrary to instructions that We may give to the Customer from time to time; or in violation of any applicable local, national, or international law or regulation; in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.

7.4. We may publish an acceptable use policy which provides more detail about the rules for use of certain Services in order to ensure that use of the Services is not excessive, or to combat fraud and where Services We may introduce require certain rules to ensure they can be enjoyed by the Customer. If the Company publishes a policy, We will let the Customer know – such a policy may be amended from time to time.

7.5. The Customer must only use Equipment authorised by the Company for connection to the Network and also comply with all relevant legislation relating to their use.

7.6. The Customer shall co-operate with and comply with at all times: any operating procedures and any other technical requirements of the Company as may be notified to the Customer from time to time; the Company's reasonable instructions to ensure the proper use and security of the Services.

7.7. The Customer will provide the Company with all up to date and accurate information that the Company needs to provide the Services.

7.8. The Customer shall: keep all of Company Equipment at the Site safe and shall pay for the replacement and/or repair of any of Company Equipment which is lost, damaged (otherwise than by fair wear and tear) or destroyed by an act or omission of the Customer, its employees, agents or subcontractors; not alter or move any of Company Equipment, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so; not modify, move, relocate or in any way interfere with such the Company Equipment; comply at all times with the specified operating procedures and interconnection requirements of the Company as may be notified to it from time to time; indemnify the Company in respect of, all costs, expenses and liabilities that the Company incurs as a result of any loss of or damage to the Equipment, unless directly caused by the Company; not cause the Company Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of the Company; ensure and keep insured all Company Equipment; use the Company Equipment only for the purpose of receiving the Services and in accordance with such reasonable instructions as may be given by the Company from time to time; and permit the Company to inspect or test the Company Equipment at all reasonable times.

7.9. It is the Customer's responsibility to make sure that Company Equipment is only used to access Services as permitted.

7.10. The Customer shall not sell, let, mortgage, charge, pledge, dispose of or do anything that would prejudice Company Equipment in any way. The Customer will allow the Company to inspect, test, modify, change, add to, replace or remove any Company Equipment, either remotely or via a designated maintainer. At the end of the term of the Agreement, the Customer will allow the Company access at all reasonable times to collect any of Company Equipment in the Customer's possession.

7.11. The Customer shall at its own cost arrange for the required Site specific conditions, as notified by the Company. This will include, without limitation, mains electricity supply, connection points and computer terminals. The Customer shall prepare the Sites in accordance with the Company's reasonable instructions and reinstate them at the Customer's expense after the Company has completed any work necessary for the Company to be able to provide the Services.

7.12. The Customer shall ensure that any Equipment (excluding Company Equipment) that it uses in connection with the Services meets any legal or regulatory requirements and is approved for connection to the System. If not, the Customer must immediately disconnect it or allow the Company to do so at the Customer's expense.

7.13. The Customer shall indemnify the Company against all costs, damages, expenses and losses and reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with: the use or misuse of the Services by the Customer; claims of third parties seeking damages for any loss or misuse of data by the Customer; any breach by the Customer of the use provisions set out in this Agreement.

8. CHARGES AND PAYMENT



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8.1. The Customer shall pay the Charges.

8.2. We will send to the Customer within thirty (30) days of the Start Date, an invoice which will include a pro-rated charge for the first month in which the Customer's account is activated and the charge for any Renewed Term or Subsequent Term and, if applicable any costs for Equipment the Customer has purchased. Thereafter We will prepare and send to the Customer each month, quarter or year (as the case may be) an invoice detailing the charge for the following month, quarter or year.

8.3. The Rental shall continue to be payable during any period of suspension or restriction requested by the Customer in addition to any Charges for such suspension or restriction.

8.4. The Customer shall pay the full amount invoiced by the Company by direct debit by the due date on the invoice and within 30 days (30) days of the date of the invoice. Upon termination for any reason that gives rise to Early Termination Charges under clause 4.5 & 4.6, The Supplier shall issue an invoice detailing all outstanding amounts, including Early Termination Charges, any unpaid Charges, and applicable Termination Processing Fees. This invoice shall be settled by the Customer via Direct Debit within three (3) Business Days of the date of request. Once payment is received in full, the Customer's account will be deemed settled, and any associated termination and/or number porting requests will be approved. If the Customer's credit rating decreases at any time, We shall be entitled to revise the credit terms to require payment upon invoice or in less than fourteen (14) days.

8.5. The Customer shall pay the Charges in pounds sterling without set-off or deduction.

8.6. The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time.

8.7. If any Excess Construction Charges are identified such Charges must be accepted by the Customer before work on the Order can continue. Where such Excess Construction Charges are identified, if no acceptance of such Excess Construction Charges is provided by the Customer within 30 days of notification by the Company of such Excess Construction Charges (or such longer period as the Parties may expressly agree), the Charges will be considered rejected and the Order deemed cancelled.

8.8. Time for payment of the Charges shall be of the essence of the Agreement.

8.9. If the Customer fails to make payment in full by the due date, in addition to the Company's right to suspend the Services as set out in Clause 9, We may charge interest at the rate of 5% per annum above the base rate of the Bank of England on any amounts outstanding from the due date for payment until payment is made in full.

8.10. We will give the customer as much prior notice as practicable of any alteration to the charges and in any event not less than 1 month's prior notice of such change. This notice may be included in an invoice to the Customer.

8.11. The Retail Price Index (RPI) is calculated and published by the Office of National Statistics in the United Kingdom.

We reserve the right to:

(a) increase the Charges by the annual percentage change over the previous twelve months in the general index of retail prices (all items including mortgage interest) (as published in the monthly digest of statistics produced by the Central Statistical Office or any index that supersedes or replaces that). Such increase may only take place once in a twelve month period; and

b) increase the price of the Goods by giving notice to the Customer at any time before delivery, and/or increase the Charges for the Services by giving notice to the Customer at any time, to reflect any increase in the cost of the Goods and/or Services to the Supplier that is due.

Without prejudice to any of the foregoing, the Company shall be entitled to increase the monthly subscription charges for the Services each year by the percentage increase (if any) in the Rate of RPI subject to providing the Customer with not less than thirty (30) days' notice of such change.

The Company reserves the right to increase the Price on an annual basis with effect from the beginning of April each year in line with the percentage increase in the official UK Retail Price Index in the preceding 12-month period.

8.12. We reserve the right to increase the price of the Deliverables, giving you notice, to reflect any increase in the cost of the Deliverables that is due to:

8.12.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties and increase in labour, materials, other manufacturing costs, or other increases attributable to the actions of third parties);

8.12.2. any request by you to change the delivery date(s), quantities or types of Products ordered, or your specification for the Products (if any); or

8.12.3. any delay caused by your instructions in respect of the Products or your failure to perform your obligations under the Agreement.

8.13 Hardware Fund. In addition to the supply of Devices and other Goods to Customers, the Supplier may, at its discretion, offer a Hardware Fund to Customers, to be utilised during the term of this Contract. The Customer may, subject to its continued compliance with these Conditions, from time to time request: the supply of additional Devices or other Goods; or the application of some or all of the Hardware Fund towards payment of outstanding balances under its Airtime Agreement, up to the maximum value (either in aggregate and / or in respect of the Monthly Allowance, at the Supplier's discretion) of the Hardware Fund as specified on the Order (as may be amended by agreement of the parties in writing from time to time). The Supplier may, at its discretion, meet such Customer requests.

8.13.1 The Customer hereby acknowledges and agrees that the provision of the Hardware Fund may, at the Supplier's discretion, be withdrawn by the Supplier at any time.

8.13.2 If the Customer's account remains out of contract for more than 30 days following the expiry of the Minimum Term, any unused balance of the Hardware Fund shall automatically expire, be reduced to zero, and be deemed fully spent.

8.13.3 In the event that the Airtime Agreement is terminated or cancelled for any reason, or the Customer becomes subject to any of the events listed in clause 9, the Hardware Fund shall automatically be withdrawn on the Return Date and any excess over the cumulative Monthly Allowance incurred by the Customer as at the Return Date (Excess) shall become immediately due and payable by the Customer to the Supplier.

Excess example: if the Hardware Fund is £2,400 in respect of an Airtime Agreement of 24 months and £2,000 of the value of such Hardware Fund has been applied as at a Return Date falling 12 months after commencement of a Contract, the cumulative Monthly Allowance will be £1,200 (12 months x £100), leaving an Excess of £800 falling immediately due and payable to the Supplier on the Return Date.

8.13.4 Use of the Hardware Fund shall be monitored by the Customer's account manager and the Supplier shall provide updates to the Customer upon request. Any sums available under, and any other status in relation to, the Hardware Fund shall be determined solely by the Supplier's management information.

9. SUSPENSION AND VARIATION OF THE SERVICES

9.1. The Company reserves the right (at its option) to terminate the Agreement or suspend or vary the Services without notice:

if the Company is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government, OFCOM, Radio Communications Agency, Phone-paid Services Authority, an emergency services organisation or a competent administrative authority;

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if the Company reasonably believe the Customer has provided false or misleading details about the Customer;
 if the Company needs to modify, expand, improve, maintain or repair the Services or vary Network capacity;
 if the Company needs to vary the technical specification of the Services in order to comply with any relevant law or regulation or direction from a competent authority;
 if the Company receives a serious complaint against the Customer which the Company believes to be genuine;
 if the Company reasonably believes that the Customer has used the Services for illegal or improper purposes in contravention of the Company's acceptable use policy or requirements;
 if the Company reasonably suspects or believes that the Customer is in breach of Clause 7;
 if the Customer fails to comply with its obligations under the Agreement including the obligation to pay the Charges; or
 if the Customer's credit rating decreases at any time, and the Customer fails to supply reasonable security in response to a request from the Company.

10. TERMINATION

10.1. The Customer may: terminate the Agreement (without incurring any Early Termination Fee) by giving a minimum of three (3) months prior written notice to the Company such notice to expire on the expiry date of the Minimum Term, the Renewed Term or Subsequent Term (as the case may be); or terminate the Agreement before the Minimum Term, the Renewed Term or Subsequent Term (as the case may be) has expired but will have to pay the Early Termination Fee and Termination Processing Fee to the Company.

10.1.1 Where broadband or voice services are provided via Gamma, the following charges currently apply:

- Ceasing a broadband line: £36.64
- Porting out a telephone number: £11 per number

These charges correct as of June 2025, are subject to change, speak to an account manager to find the current charges.

10.1.2 Any administrative charges imposed by third-party service providers (including Gamma) in relation to service cessation, number porting, or account migration may also apply. These will be charged in addition to any Early Termination Fee or Termination Processing Fee payable under this Agreement.

10.2. Either Party may immediately terminate the Agreement by written notice if the other Party: commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so; commits a material breach of any of the terms of the Agreement that is not capable of being remedied; or omits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation) or if a receiver or administrator is appointed over all or part of the other Party's assets or the other Party suffers seizure of any of its property for non-payment of monies owing.

10.3. The Company may, without prejudice to any of its other rights under the Agreement, terminate the Agreement with immediate effect by notice in writing without liability to the Customer in the event that: the Company is not, for whatever reason, permitted or authorised to provide the Services; the Company reasonably considers that the breach, act, omission or default of the Customer may result in the Company's failure to comply with any applicable legislation or may place the Company in breach of its agreement with the Network Operator; the Customer fails to pay the Charges when due; such action is required in order to comply with any legislation; the Company has reasonable grounds to suspect that the Customer is involved in fraudulent or other unlawful activity.

10.4. If the Agreement is signed before the Company has completed its credit check of the Customer, We shall be permitted to terminate the Agreement immediately by written notice if the Customer fails to pass the Company's credit policy.

10.5. The rights to terminate the Agreement given by this Clause 9 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1. This Clause 10 sets out the Company's entire liability (including any liability for acts or omissions of the Company's employees, agents or subcontractors) in respect of any breach of the Agreement and any representation, statement or tortious act or omission arising out of or in connection with the Agreement.

11.2. Except as set out in these Terms, the Company provides no warranties, conditions or guarantees as to the description or quality of the Services, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.

11.3. Subject to Clause 11.5, the Company's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall not exceed £1,000,000 (one million pounds sterling).

11.4. Subject to Clause 11.5, We shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise the Agreement, for: loss of profits; or loss of revenue; loss of income or business; depletion or loss of goodwill, reputation or similar losses; loss of anticipated savings; loss of or corruption of data or information; loss of use; loss of contract; any indirect or consequential or special loss or damage or pure economic loss, costs, damages, charges or expenses whatsoever and howsoever caused.

11.5. Nothing in these Terms shall exclude or limit the liability of the Company for: death or personal injury resulting from the Company's negligence; Or for fraud or fraudulent misrepresentation; or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.

11.6. Subject to Clause 11.5, the Company shall not be liable for any direct or indirect loss or damage (whether physical, financial or otherwise) howsoever arising from the act or default of the Network Operator.

11.7. The provisions of this Clause 10 shall survive termination or expiry of the Agreement.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1. During the term of this Agreement and for three (3) years after termination, the Customer shall:

keep all Confidential Information confidential; disclose Confidential Information only to its employees that need to know it for the purposes contemplated by the Agreement; and use the Confidential Information exclusively for the purposes contemplated by the Agreement. This Clause shall not apply to information that the Customer can prove: is in the public domain otherwise than by the Customer's breach; it already had in its possession prior to obtaining the information directly or indirectly from the Company; or a third party subsequently disclosed to the Customer free of restrictions on disclosure and use.

12.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve,

COMMUNICATIONS PLUS LTD & CELLULAR SOLUTIONS NORTH EAST LTD - SPECIFIC TERMS AND CONDITIONS FOR DATA NETWORK SERVICES – 1 Oct 2025

remove or replace, a party's obligations under the Data Protection Legislation. 12.3. The Company's Privacy Notice sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (where Personal Data has the meanings as defined in the Data Protection Legislation) the Company collects.

12.4. Without prejudice to the generality of Clause 12.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Company for the duration and purposes of the Agreement.

13. CIRCUMSTANCES BEYOND REASONABLE CONTROL

13.1. For the purposes of the Agreement, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2. We will not be liable to the Customer for any failure or delay in performing Our obligations under the Agreement or supplying the Services: as a result of a Force Majeure Event; if another supplier delays or refuses the supply of an electronic communications service to the Company or any of the Company's suppliers and no alternative service is available at reasonable cost; or if legal or regulatory restrictions are imposed upon the Company or any of the Company's suppliers that prevent the Company or any of the Company's suppliers from supplying the Service.

13.3. If the Force Majeure Event prevents the Company from providing any of the Services for more than 12 weeks, We shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Customer.

14. NOTICES

14.1. Notices must be in writing. The address for service on the Company (subject to any change notified by the Company) is: Communications Plus Ltd, Unit 1 Millbrook Business Park Mill Lane, Rainford, St Helens, Merseyside, England, WA11 8LZ. The address for service on the Customer is as set out in the most recent invoice. 14.2. Notices may be delivered by hand, sent by first-class mail, fax or e-mail. Correctly addressed notices if delivered by hand, shall be deemed to have been delivered at the time of delivery, if sent by first-class mail shall be deemed to have been delivered 72 hours after posting, correctly directed faxes shall be deemed to have been received instantaneously on transmission and in proving the service of any notice by e-mail, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.

15. ENTIRE AGREEMENT

15.1. It is acknowledged and agreed that the Agreement (including the documents and instruments referred to herein) (the Documents) shall supersede all prior representations arrangements understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the parties hereto;

15.2 The parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation arrangement understanding or agreement not contained in the Documents or for any breach of any representation not contained in the Documents (unless such misrepresentation or representation was made fraudulently);

15.3 It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other parties have been relied upon other than those expressly set out or referred to in the Documents.

16. GENERAL

16.1. Assignment and other dealings.

We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the Agreement and may subcontract or delegate in any manner any or all of Our obligations under the Agreement to any Authorised Party, third party or agent. The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

16.2. Severance. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.3. Waiver. Any failure by the Company to exercise or enforce its right under the Agreement shall not be a waiver of that right, nor prevent the Company from exercising or enforcing such right at a later time.

16.4. No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.5. Third parties. A person who is not a party to the Agreement shall not have any rights to enforce its terms.

16.6. Variation. We may update or amend these Terms and Conditions at any time. The most recent version will always be available on our website and will apply from the date it is published.

16.7. Governing law. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

16.8. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

These Terms & Conditions are also available on www.communicationsplus.co.uk and www.cellular-solutions.co.uk

Communications Plus Ltd, Unit 1 Millbrook Business Park Mill Lane, Rainford, St Helens, Merseyside, England, WA11 8LZ.

T: 03701 020204

E: enquiries@communicationsplus.co.uk

Cellular Solutions North East Ltd, Ferryboat House, Ferryboat Lane, Sunderland, Tyne and Wear, SR5 3JN.

T: 03701 020205

E: info@cellular-solutions.co.uk



COMMUNICATIONS PLUS LTD & CELLULAR SOLUTIONS NORTH EAST LTD – STANDARD TERMS AND CONDITIONS – 1 Oct 2025

1. INTRODUCTION

This page sets out the standard terms and conditions (“Standard Terms”) which apply to all Products and Services (together “Deliverables”) which we, Communications Plus Ltd a company incorporated in the United Kingdom under registered company number 05938802 whose registered company address is Unit 1 Millbrook Business Park, Mill Lane, Rainford, Merseyside, WA118LZ and Cellular Solutions (North East) Limited a company incorporated in the United Kingdom under registered company number 03800076 whose registered office is at Ferryboat House, Ferryboat Lane, Sunderland, SR5 3JN, (“we” or “us”) provide to you as our client (“you”), which Deliverables may be more specifically set out within the relevant Order Terms.

These Standard Terms explain our duties to you and your duties to us and form part of your agreement with us for all Deliverables we provide to you.

Our agreement with you is made up of (i) these Standard Terms; (ii) any specific terms and conditions for specific Deliverables (“Specific Terms”) (as set out in the Appendix); (iii) any project proposal, quotation and/or order form issued by us to you in connection with the provision of the specific Deliverables (“Order Terms”); and (iv) any other written document either issued by us (and expressly referring to and incorporating itself into the Agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the “Agreement”, and apply to the contract between you and us to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

When construing the meaning of the Agreement, the documents listed in Clause 1.3 shall, unless otherwise set out in the Specific Terms in respect of specific Deliverables, be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.

In these Standard Terms, we refer to the Specific Terms and Order Terms together as the “Additional Terms”.

All of our terms are set out in material we publish on our website. You should print or save a copy of these Standard Terms and the relevant Specific Terms or can ask us to confirm which Additional Terms apply to the Agreement between you and us at any time.

Any quotation given by us shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

Any order placed by you shall be deemed to be accepted and you agree to the terms of this Agreement from the earlier of you: signing the relevant Order Terms (which may be by electronic signature and/or scanned copies on email); or, in the event that no Order Terms have been signed, acknowledging verbally or in writing that you wish to proceed with the purchase of the Deliverables, at which point and on which date the Agreement shall come into existence (“Commencement Date”).

We may amend these Standard Terms from time to time as set out in Clause 11. Every time you, as our client, agree new Order Terms for the provision of specific Deliverables you should check these Standard Terms and the Specific Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Standard Terms were most recently updated on the date specified in the page header.

2. DEFINITIONS & INTERPRETATION

2.1 The following terms shall have the following meanings in these Standard Terms and the Specific Terms (unless otherwise defined therein):

“Appendix” means the appendix to these Standard Terms.

“Business Day” means any day which is not a Saturday, Sunday, bank or public holiday in England.

“Charges” means the total charges set out or provided for within the Order Terms or otherwise provided for or payable under the Agreement, to be paid in accordance with the timeframes specified in these Standard Terms or otherwise set out in the Additional Terms, in return for supply of the Deliverables;

“Clause” means a clause of these Standard Terms.

“Communication Services Agreement” means the agreement between you and the relevant network/service provider for cellular mobile telecommunications airtime and network capacity, fixed line communications and/or software hosting services.

“Confidential Information” means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information of commercial value known and belonging to that party and concerning its business, suppliers, customers, products or services (including the Deliverables) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party;



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"IP Rights" means any patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registrable or not, in any country (including the United Kingdom);

"Premises" means your premises/property to which, or in which, among other things, the Deliverables may be supplied or installed.

"Products" means any products which we may provide to you, as may be more specifically set out within the relevant Order Terms.

"Products Specification" means any specification for the Products, including any relevant plans or drawings, set out in the Order Sheet or otherwise provided to the you by us in writing.

"Services" means any services ordered by the you and provided by us, as specifically set out within the relevant Order Terms including but not limited to connectivity, maintenance and installation.

"Service Level Agreement" means the service level agreement (if any) provided to the you buy us in writing.

"Service Specification" means the description or specification of the Services set out in the Order Terms and/or Service Level Agreement or as otherwise provided to the you by us in writing.

2.2 Headings are for convenience only and shall be ignored in interpreting the Agreement.

2.3 Words in the singular include the plural and those in the plural include the singular.

2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.6 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.8 A reference to writing or written includes fax.

3. PROVISION OF DELIVERABLES

3.1 In consideration of payment by you of the Charges, we shall provide the Deliverables set out within the relevant Order Terms, or otherwise agreed between the parties.

3.2 We undertake that the Services will be supplied using reasonable skill and care, and performed in a good and workmanlike manner, using appropriate skills and experience, and having regard to the nature of the Deliverables.

3.3 We undertake that the Products shall be fit for any purpose expressly communicated to us by you.

3.4 We warrant that any Products shall be free, and shall remain free, until title to the Products is (in accordance with Clause 6) to pass to you, from any third party rights or encumbrances not disclosed to you prior to the Commencement Date, and that you may enjoy quiet possession of such Products except insofar as you may be disturbed by any person entitled to the benefit of any charge or encumbrance so disclosed or known.

3.5 We shall use reasonable endeavours to ensure that the benefit of any third-party warranties applicable to any Deliverables we supply is passed on to you. In addition, those warranties set out within the relevant Specific Terms in respect of specific Deliverables (if any) shall apply.

3.6 We shall use reasonable endeavours to provide the Deliverables (including delivering the Products or performing the Services) within a reasonable time. However, for the avoidance of doubt, the timing of performance of any of our obligations arising under the Agreement shall not be of the essence.

3.7 You acknowledge that you have assessed for yourself the suitability of the Deliverables for your requirements. Clause 3.3 notwithstanding, we do not warrant that the Deliverables will be suitable for such requirements, or that any use of the Deliverables will (subject to Clause 3.4) be uninterrupted or error free.

3.8 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform its duties and obligations under the Agreement and that those persons signing the Order Terms, if any, are duly authorised to bind the party for whom they sign.



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3.9 We may, without further notice of you, appoint a suitably qualified sub-contractor to provide the Deliverables or any part of them on our behalf. You will continue to be liable to pay our Charges as provided in Clause 8 below and shall not be liable directly for any of the fees of any such sub-contractor, unless otherwise agreed.

4. DELIVERY OF PRODUCTS

4.1 We shall deliver the Products to the location set out in the Order Terms or such other location as the parties may agree (Delivery Location) at any time after we notify you that the Products are ready.

4.2 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location. We shall not be liable for any delay in delivery of the Products that is caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products, or your failure to take delivery of the Products.

4.3 If, in the absence of any mitigating circumstances, you have not received any Products within 14 calendar days of the date of your order for those Products, then you shall be required to give us written notice. In the event that you have not provided such notice on time, and we are able to evidence proof of posting and a signature upon receipt of the Products, the Products shall be deemed delivered.

4.4 In the event that you accept delivery of any Products, you shall be required to give us notice of any fault, mis-description or damage to us within 5 Business Days of receipt of the Products, and provide such reasonable photographic or other evidence that we deem necessary in respect of such fault, mis-description or damage.

4.5 We may deliver the Products by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

5. SUPPLY OF SERVICES

5.1 We shall provide the Services to you in accordance with the Service Specification in all material respects using reasonable care and skill.

5.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Sheet or timescales within the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

5.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services including changing telephone numbers allocated due to a regulatory, operational or technical reason, and we shall notify you in any such event.

6. TITLE AND RISK

6.1 The risk in any Products shall pass to you on completion of delivery.

6.2 Title to any Products shall not pass to you until either we have received payment in full (in cash or cleared funds) or, where relevant, on expiry of the minimum period of time under which you have agreed to maintain connections under this Agreement.

6.3 Until title to the Products has passed to you, you shall:

6.3.1. hold the Products on a fiduciary basis as our bailee.

6.3.2. store the Products separately from all other goods held by you so that they remain readily identifiable as our property.

6.3.3. not remove, deface or obscure any identifying mark on or relating to the Products.

6.3.4. maintain the Products in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery.

6.3.5. notify us immediately if you become subject to any of the events listed in Clause 13.2(b).

6.3.6. not purport to sell or otherwise part with possession of the Products, and

6.3.7. give us such information relating to the Products as we may require from time to time, but you may use the Products in the ordinary course of your business.



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6.4 If, before title to the Products passes to you, you become subject to any of the events listed in Clause 13.2(b) or we reasonably believe that any such event is about to happen and notify you accordingly, then, without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter your Premises or the premises of any third party where the Products are stored in order to recover them, or suspend the provision of the Deliverables.

7. YOUR OBLIGATIONS

7.1 We may need access to your Premises, office accommodation or other facilities, information, tools and resources for, and during the course of, the provision of the Deliverables. If so, requested you will provide free and unfettered access to these to the extent reasonably requested by us for the purposes of performing our obligations under the Agreement, and, more generally, shall co-operate with us in all matters relating to the Deliverables. You hereby warrant that you are entitled to grant such access, and provide any such information, tools or resources as outlined in this Clause 7.1.

7.2 You acknowledge that, in giving any opinion or advice in connection with the provision of the Deliverables, we rely on the information about you and the Deliverables, and do not seek to establish the reliability of such information. Accordingly, you:

7.2.1. undertake to provide complete and accurate information about yourself and about anything which is or may be relevant to the Deliverables and to provide such other information as we may reasonably request; and,

7.2.2. warrant that any such information provided is accurate and complete in all material respects, and not misleading.

7.3 You also agree to, to the extent necessary, prepare your Premises for the provision of the Deliverables, and to obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.4 You shall also keep and maintain all materials, equipment, documents and other property belonging to us (Our Materials) at your Premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our instructions or authorisation.

7.5 To the extent applicable, you acknowledge that you will retain responsibility at all times for compliance with all relevant laws, protocols and regulations with respect to Products delivered to you, as well as responsibility for all costs of such compliance.

7.6 If our performance of any of our obligations in respect of the Deliverables are prevented or delayed by any of your acts or omissions or by your failure to fulfil any relevant obligation (Your Default), or otherwise in the event of Your Default:

7.6.1. we shall, without limiting our other rights or remedies, have the right to suspend provision of the Deliverables until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations to the extent Your Default prevents or delays our performance of any of our obligations;

7.6.2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure to perform, or delay in performing, any of our obligations where such failure or delay is attributable to Your Default; and

7.6.3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from Your Default.

8. DATA PROTECTION

8.1 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by us and on our behalf in connection with the Deliverables.

8.2 In addition to clause 8.1, we may process Personal Data regarding individuals whose details have been made available to us by you (whether directly or indirectly). We shall:

8.2.1 process the Personal Data only on your documented instructions and only for the purposes of performing this Agreement, except where otherwise required by law.

8.2.2 not modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by you or required by law.

8.2.3 at all times comply with our obligations under the UK GDPR and the Data Protection Act 2018, including implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risk, to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

8.2.4 take reasonable steps to ensure the reliability of any of our personnel who have access to the Personal Data.



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8.2.5 ensure that only those of our personnel who need to have access to the Personal Data are granted access to it and only for the purposes of the performance of this Agreement, and that all such personnel are subject to confidentiality obligations.

8.2.6 not publish, disclose or divulge any of the Personal Data to any third party (including, for the avoidance of doubt, the Data Subject itself) unless directed to do so in writing by you or required by law.

8.2.7 promptly notify you if we receive:

- (a) a request from a Data Subject to exercise their rights under the UK GDPR or Data Protection Act 2018.
- (b) a complaint or request relating to your obligations under Data Protection Legislation; or
- (c) any other communication relating directly or indirectly to the processing of any Personal Data in connection with this Agreement.

8.2.8 provide you with reasonable co-operation and assistance in relation to any complaint, request or other enquiry made in respect of Personal Data, including by:

- (a) providing you with full details of the complaint, request or enquiry;
- (b) assisting you in responding within the timescales required by Data Protection Legislation.
- (c) providing you with any Personal Data we hold in relation to a Data Subject making such a complaint or request; and
- (d) providing you with such information as you reasonably request to demonstrate our compliance with this clause.

8.3 You acknowledge and agree that we may transfer Personal Data outside of the United Kingdom and the European Economic Area where necessary to carry out the Services and fulfil our obligations under this Agreement, provided that such transfers are made in compliance with Data Protection Legislation.

9. CHARGES

9.1 The Charges (or the method for calculation thereof) (as applicable) set out or provided for within the Order Terms shall only be fixed with regard to the provision of the Deliverables contemplated by the relevant Additional Terms, and such fixing shall be subject to all the other terms of the Agreement, and in particular to any increases to the Charges attributable to events falling outside of our control.

9.2 Where we have been retained on an ad-hoc basis to provide Deliverables, and no monthly retainer or other fixed fee or retainer arrangement exists (as may be set out within the relevant Order Terms), where:

9.2.1. we provide you with additional Deliverables beyond those contemplated by the relevant Additional Terms, or

9.2.2. no Order Terms have been provided to you by us, the Charges for all Services shall be calculated on a time and materials basis at our then prevailing standard hourly rates for such Services, and you shall be liable to pay the Charges for all Products at the costs specified by us.

9.3 We reserve the right to alter our prevailing standard rates for Charges for Services at any time, including during the term of our Agreement with you. However, where such a change to our standard rates is to be applied, we shall normally provide you with at least 14 days prior notice, either orally or in writing. Changes to our prevailing standard rates will not affect any Charges which we have specifically confirmed as applying during the term of our Agreement within the relevant Order Terms.

9.4 We reserve the right to increase the price of the Deliverables, giving you notice, to reflect any increase in the cost of the Deliverables that is due to:

9.4.1. any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties and increase in labour, materials, other manufacturing costs, or other increases attributable to the actions of third parties).

9.4.2. any request by you to change the delivery date(s), quantities or types of Products ordered, or your specification for the Products (if any); or

9.4.3. any delay caused by your instructions in respect of the Products or your failure to fulfil your obligations under the Agreement.

9.5 We shall invoice you for the Charges specified in the Order Confirmation or otherwise provided for under the Agreement, in respect of Products, on or at any time after completion of delivery, and in respect of Services, on a monthly basis (unless otherwise agreed in the Agreement). You must pay all



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undisputed Charges set out within each invoice in full and cleared funds by direct debit by the due date on the invoice and within 30 days (30) days of the date of invoice. Timings for payment shall be of the essence of the Agreement.

9.6 Where you dispute any invoice, you shall notify us within 7 calendar days in writing. We agree to provide all such evidence as may be reasonably necessary to verify the disputed invoice, and the parties shall negotiate in good faith to attempt to resolve the dispute promptly. We reserve the right not to supply any further Deliverables to you while such a dispute is ongoing. Where only part of an invoice is disputed, you shall pay the undisputed amount on the due date for payment as set out within Clause 8.6 (or otherwise provided for in the relevant Additional Terms). If the parties have not resolved the dispute within 30 days of you providing us with notice that you dispute the relevant invoice, we reserve the right to terminate the Agreement, whereupon all Charges payable under the Agreement shall become immediately due and payable as per Clause 13.2.

9.7 Payments due under the Agreement shall be made in pounds sterling.

9.8 All sums payable under the Agreement are exclusive of VAT and any other sales or similar taxes, custom duties, withholding taxes or similar charges, for which you shall be responsible.

9.9 You shall have no right to any refund of the Charges paid or payable under the Agreement including on the termination of the Agreement.

9.10 Interest shall be chargeable on any Charges overdue at the rate of 5% above the Bank of England base rate as applying from time to time to run from the due date for payment until receipt by us of the full amount due whether or not after judgement and without prejudice to any of our other rights or remedies.

9.11 All Charges due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to you by us against any amount payable by us to you.

9.12 Any payments made by you and returned by the bank will incur a £25 administration charge, which will be payable by you. Where you are situated outside the UK you shall be responsible for transferring the relevant funds internationally to our nominated account and for paying any fees relating to such transfer.

9.13 Where you enter into a Communication Services Agreement and: cancel prior to a connection (which, for the purposes of this clause, shall mean the connection of an end user to a network/service provider such that the end user is capable of accessing and utilising the communication services under the Communication Services Agreement); or, transfer away from our services or change tariff to one which results in a lower monthly line charge during the initial term of such Communication Services Agreement; you shall pay an administrative charge of £250 for each connection and/or service user to us. The parties agree that the administrative charge is not a penalty but a genuine attempt to pre-estimate the administrative expenses incurred by us in processing the said cancellation, transfer or downward migration.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Any IP Rights which the relevant party to the Agreement can demonstrate are already held by it at the date of the Agreement or which at any time after the date of the Agreement have been acquired or developed by it entirely independently of the provision of the Deliverables, and of the use of any Confidential Information of the other party, and all modifications thereto and derivative versions thereof created at any time ("Background IP") shall remain the sole property of that party.

10.2 You hereby grant to us a royalty-free, non-exclusive, non-transferable licence to use your Background IP, if any, as required to allow us to perform our obligations under the Agreement.

10.3 You acknowledge that, in respect of any third-party IP Rights in the Deliverables, your use of any such IP Rights is conditional on our obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

10.4 Any IP Rights, other than Background IP, created or developed by us in the course of provision of the Deliverables shall be our sole property.

10.5 Except as expressly set out in this Contract, all intellectual property rights in our Equipment will remain with us or our suppliers or licensors.

10.6 You will not copy, decompile or modify the Software without our prior written consent (except as permitted by law) and will not distribute or disclose the Software to any third party.

11. AMENDMENTS TO THESE TERMS

11.1 We may, acting in our sole discretion, amend these Standard Terms and the Specific Terms from time to time.



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11.2 Every time we supply Deliverables to you, the terms applying to the Agreement between you and us for the provision of the Deliverables, shall be as outlined in the relevant Order Terms, and as outlined in the version of these Standard Terms and the Specific Terms in force at the time of the signing (or issuing if no Order Terms have been signed) of the relevant Order Terms.

12. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in the Agreement shall exclude or limit our liability for:

- 12.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors.
- 12.1.2. fraud or fraudulent misrepresentation.
- 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 12.1.5. for defective products under the Consumer Protection Act 1987 (if applicable); or
- 12.1.6. for any other liability which cannot be excluded or limited under applicable law.

12.2 Subject to Clauses 12.1 and 12.3, our total liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed a total aggregate amount equal to 100% of the Charges paid to us pursuant to the Agreement, in the period of 12 months considered retrospectively from the date the cause of action arose.

12.3 Subject to Clause 12.1, we shall not in any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of contracts, loss of business or business opportunities, loss of production, loss of turnover or revenue, loss of availability, any loss or corruption (whether direct or indirect) of data or information provided by you, loss of anticipated savings, wasted expenditure, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by you, or for any consequential, indirect or special loss or damage howsoever arising and of whatsoever nature (even if we had been advised of the possibility of you incurring the same) or any punitive or exemplary damages.

12.4 Nothing in this Clause 12 shall affect or limit your obligation to pay Charges properly due under the Agreement.

12.5 Subject to Clause 12.1, the express terms of the Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Without prejudice to the generality of the foregoing the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

12.6 We shall have no liability to you to the extent that such liability would not have arisen but for Your Default.

12.7 Statements made by us relating to the Deliverables, and all recommendations, opinions, surveys and forecasts (together "Forecasts") in any communication between you and us, if any, are made in good faith on the basis of information available at the time and such Forecasts are addressed only to you. Whilst we will use reasonable skill and care in the preparation of such Forecasts, neither we nor any sub-contractor engaged by us shall have any liability in relation to losses or damage incurred as a result of or in relation to your reliance on such opinions or recommendations and you expressly acknowledge that such liability is a business risk that you wholly assume.

12.8 Implementation of the results of the Services we provide and your completion of any project of which the Services we provide form part may require the involvement or supervision of or giving advice by us to third parties engaged by you. We strongly recommend that you obtain independent advice before entering into any legally binding commitment with any such third parties. Without limiting any other provision of these Standard Terms, we will, where appropriate, use reasonable endeavours to assist you in minimising the risk and additional cost or delay relating to the involvement in your project of any third parties involved in manufacturing or the provision of other services or goods to you, however, in no circumstance shall we be liable for any of the acts or omissions, or the negligence, of such third parties.

12.9 We may, during the supply of the Deliverables, make statements about or recommendations of third-party products or services. We give no warranty in relation to such products or services, and you shall rely solely on the warranties and remedies provided by any third party with whom you may contract.

13. TERM AND TERMINATION



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13.1 The Agreement shall come into effect upon the Commencement Date, and, subject to other terms of the Agreement, shall continue in force until we cease providing Deliverables to you and all outstanding Charges owing to us by you have been paid in full (or as otherwise specified within the Specific Terms), or the termination of the Agreement in accordance with its provisions, whichever is sooner.

13.2 Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating the Agreement with immediate effect if: (a) the other party commits any material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified of the breach; (b) a petition is filed, an order is made, or a resolution is passed for the winding up or bankruptcy of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or if such an administrator is appointed or if documents are filed with the Court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder, or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; or (c) a party ceases, or threatens to cease, to trade.

13.3 We may terminate the Agreement forthwith by notice in writing if you purport to assign your rights or obligations under the Agreement.

13.4 Unless otherwise set out within the Agreement, we may terminate the Agreement for any reason upon giving you 3 months' prior written notice.

14. EFFECTS OF TERMINATION

14.1 Termination of the Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination.

14.2 On termination or expiry of this Agreement for any reason:

14.2.1. you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Deliverables supplied but for which no invoice has yet been submitted or Charges relating to the unexpired period of a fixed term where payments are not made in advance, we shall submit an invoice, which shall be payable by the you immediately on receipt. The parties agree that such payments are not a penalty.

14.2.2. you shall return all of Our Materials and any Deliverables which have not been fully paid for. If you fail to do so, then we may enter the Premises and/or Delivery Location and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

14.2.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and

14.2.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.3 Upon termination, you shall, at our request, promptly return to us or otherwise dispose of as we may instruct any Confidential Information which you may have in your possession or under your control and pay to us all outstanding Charges, including interest, due under the terms of this Agreement.

15. GENERAL

15.1 Confidentiality: Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as strictly necessary for the performance of its rights and obligations under the Agreement. The provisions of this Clause 15.1 shall not apply to any information which: (a) is or comes into the public domain without breach of the Agreement; or (b) was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence; (c) was obtained from a third party free to divulge such information; or (d) is required by law to be disclosed to any person who is authorised by law to receive the same (after consultation, if practicable, with the disclosing party). Each party shall notify the other party if it becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

15.2 No Assignment or Sub-Licensing: You may not assign, sub-license, sub-contract, mortgage or otherwise transfer, dispose or otherwise deal with the Agreement or any of your rights or obligations under it without our prior written consent, such consent not to be unreasonably withheld or delayed. We shall notify you of any assignment or sub-contracting of our rights and obligations hereunder.

15.3 Notices: Any notices and other communications required or permitted to be given under the Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's registered business address from time to time or such other address as either party may notify to the other from time to time in accordance with this clause. Any notice shall be treated as having been served on delivery if delivered by hand, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, 4 Business Days after posting if sent by pre-paid first class post, and on completion of transmission if sent by facsimile (subject to receipt of acknowledgement of successful transmission).



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15.4 Force Majeure: Neither party shall be liable to the other party for any delay or failure to perform its obligations under the Agreement to the extent and for so long as such delay or failure results from circumstances beyond its reasonable control (an "Event of Force Majeure") provided that it notifies the other party within 5 Business Days of becoming aware of such event. If any Event of Force Majeure continues for a period exceeding 3 months, either party shall have a right to terminate the Agreement on 30 days' written notice to the other party.

15.5 Waiver: The failure of either party to enforce or to exercise any term of the Agreement does not constitute a waiver of such term and shall in no way affect that party's right to later enforce or to exercise it.

15.6 Severability: The invalidity or unenforceability of any term of, or any right arising pursuant to, the Agreement shall not affect the validity or enforceability of the remaining terms or rights.

15.7 Entire Agreement: The Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing. Any samples, drawings, descriptive matter or advertising issued by us and any illustrations or descriptions of the Deliverables contained on our website or in our advertising material are issued or published for the sole purpose of giving an approximate idea of the Deliverables described in them. They shall not form part of the Agreement or have any contractual force.

15.8 Survival: The terms of Clauses 1, 2, 7.4, 7.5, 8, 9.9, 9.10, 10, 11, 12, 13, 14 and 15 shall survive expiry, variation or termination of the Agreement. Such other terms in these Standard Terms or the Specific Terms which, from their nature or context, it is contemplated that they are to survive expiry, variation or termination, shall remain in full force and effect notwithstanding expiry, variation or termination of the Agreement.

15.9 Variation of Terms: We may update or amend these Terms and Conditions at any time. The most recent version will always be available on our website and will be applied from the date it is published.

15.10 Independent Contractors: The relationship of the parties is that of independent contractors dealing at arms' length and nothing in the Agreement shall be construed so as to constitute the parties as partners, joint venturers, agents of the other, or co-owners or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither party shall hold itself out as entitled to do the same. Nothing in the Agreement shall create or be deemed to create the relationship of employer and employee.

15.11 Governing Law: The construction, validity and performance of the Agreement shall be governed by the laws of England, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

15.12 Third Party Rights: Notwithstanding any other provisions of the Agreement, nothing in the Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

15.13 Remedies: Except as herein expressly provided otherwise, the rights and remedies provided in the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15.14 Non-Solicitation: From the Commencement Date, and for a period of 12 months from the termination of the Agreement, neither party shall (except with the prior written consent of the other) solicit the employment of any person who is employed by the other party in the course of providing the Deliverables, other than by means of a general advertising campaign open to all comers and not specifically targeted at any of the employees of the other party.

15.15 Publicity: The provisions of Clause 15.1 notwithstanding, we reserve the right to publicise the fact of the Agreement, your identity, and details.

These Terms & Conditions are also available at www.communicationsplus.co.uk and www.cellular-solutions.co.uk.

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