

1. INTRODUCTION

- 1.1** This Schedule A sets out the Specific Terms on which (together with the General Terms and Order Terms which form part of the Agreement between you and us) we, Welcomm Communications Limited a company incorporated in the United Kingdom under registered company number 3815160, whose registered office is at Welcomm House, 24 The Point, Rockingham Road, Market Harborough, Leicestershire, LE16 7QU (“we” or “us”) provide mobile telecommunications devices and associated products (“Products”) and associated services, including Support Services (“Services”) to you as our customer (“you”), in each case as may be more specifically set out within the relevant Order Terms.
- 1.2** Words and expressions defined in the General Terms shall, unless otherwise defined in these Specific Terms or unless the context otherwise requires, have the same meanings when used in these Specific Terms.
- 1.3** These Specific Terms apply to the Agreement (for clarity, such Agreement being between you and us for, without limitation, the supply of the Deliverables). Please note that by ordering, or placing any order for, any such Deliverables from us, you agree to be bound by the terms of the Agreement. Where we provide any products or services to you other than the Deliverables the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services. Separately, you shall also be bound by any terms and conditions or agreement which may apply to or exist between you and your Network Provider in respect of the Deliverables. Where there is any conflict between (i) the Agreement and/or Additional Terms and (ii) such terms and conditions or agreement of your Network Provider, then the such terms and conditions or agreement of your Network Provider will prevail.
- 1.4** You should print a copy of these Specific Terms or save them to your computer for future reference.
- 1.5** We may amend these Specific Terms from time to time in accordance with the General Terms. Every time you sign a new Order Form you should check the Specific Terms and the General Terms (and any amendment, update or variation to any of them) then applicable to ensure that you understand the terms and conditions which will apply to the Agreement at that time. These Specific Terms were most recently updated on 2 January 2020.

2. DEFINITIONS & INTERPRETATION

- 2.1** The following terms shall have the following meanings in these Specific Terms:
- “Act” has the meaning given to it in clause 6.2;
- “Calculation Fee” has the meaning given to it in clause 5.2;
- “Charges” means the total charges provided for under the Order Form and the Proposal and otherwise provided for under the Agreement, to be paid on the dates specified by us in the Proposal (or otherwise stipulated by us) in consideration of the supply of the Deliverables;
- “Clause” means a clause of these Specific Terms;
- “Customer Default” has the meaning given to it in clause 4.4;
- “Deliverables” means the Products and the Services together;
- “Extended Term” has the meaning given in Clause 9.1;
- “Initial Term” means the initial term set out within the Order Form, which shall, in any event, be no less than 12 months or the term of any agreement in place between you and your Network Provider (whichever is greater);
- “Incentives” means any redemptions or similar promotional deals offering you a financial incentive or rebate when you enter into an Agreement with us, as may be further specified within the relevant Order Terms, including; any “Buy Out Sum” that may be paid to you to allow you to break your pre-existing contract with a third party, “Cashback” sum, “Hardware Fund”, “Line Credit”, or the provision of Products free of charge or at a discounted rate from the ordinary retail price;
- “General Terms” means our general terms and conditions for the supply of products and services, which shall apply to the Agreement between us in addition to these Specific Terms and any Order Terms;
- “Liquidated Damages” has the meaning given in Clause 8.2;
- “Network Provider” means the telecommunications company (which is either (i) a mobile network operator or (ii) a mobile

virtual network operator) which provides, among other things, the mobile network and telecommunications infrastructure for the Products and with whom you will have a separate contract;

“Order Form” means the order form provided by us in connection with the Deliverables;

“Order Terms” means, in respect of the provision of the Deliverables, the Proposal and the Order Form;

“Our Representative” means your account manager as set out within the Order Form;

“Products” has the meaning given to it in clause 1.1;

“Proposal” means the proposal submitted to you by us in respect of the supply of the Deliverables;

“Services” has the meaning given to it in clause 1.1;

“Specific Terms” means, in respect of the provision of the Deliverables, the terms and conditions in this Schedule A and which form part of the Agreement;

“Support Services” means the support services specified in our “Service SLAs” document (which, if relevant to the Agreement, is available on request by you), the timings for delivery of which shall be, for the avoidance of doubt, indicative only and time shall not be of the essence for the provision of any such support services, as well as the other account management services we provide;

“Upgrade” means any upgrade or improvement to your existing package, agreed at the outset of any agreement;

“we” or “us” has the meaning given to it in clause 1.1;

“you” has the meaning given to it in clause 1.1; and

“Your Representative” means the person duly authorised by you to act on your behalf for the purposes of the Agreement and identified to us by you under Clause 4.2.

3. SUPPLY

- 3.1** Following signature of the Order Form by you and us, and in consideration of the payment by you of the Charges, we shall provide the Deliverables to you in accordance with the Agreement.

4. CUSTOMER OBLIGATIONS

- 4.1** You shall co-operate with us in all matters relating to the provision of the Deliverables and, in particular, co-operate with us in all matters relating to billing of the Charges due under the Agreement, including providing us with full, prompt and timely access to any online billing system which you may operate, and providing us with any purchase order numbers or details which you may require in connection with any invoices we or your Network Provider may wish to submit in respect of the Charges.
- 4.2** Upon you signing the Order Form, you shall confirm to us the name of the person appointed as Your Representative. Your Representative shall be duly authorised by you, and have the authority to bind you, in all matters relating to the Agreement.
- 4.3** Upon you signing the Order Form, we shall also confirm to you the person nominated as Our Representative for the purposes of the Agreement. Our Representative shall be your first point of contact for any queries in relation to the subject matter of this Agreement.
- 4.4** If our performance of any of our obligations under the Agreement is prevented or delayed by (i) any act or omission by you and/or any of your agents, sub-contractors, consultant or employees; or (ii) any failure by you and/or any of your agents, sub-contractors, consultant or employees to perform any relevant obligation under the Agreement, (in each case, a “Customer Default”) we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 4.5** You shall be liable to pay us, on written demand, all costs, charges or losses sustained or incurred by us (including without limitation any direct, indirect or consequential losses) together with any applicable VAT thereon, that arise directly or indirectly from the Customer Default and/or your fraud, negligence, wilful misconduct, failure to perform, or delay in the performance of, any of your obligations under the Agreement, subject to us confirming such costs, charges and losses to you in writing.

5. CHARGES

- 5.1** Although the method for calculation of the Charges outlined in your Order Form or any contract between you and your Network Provider (as the case may be) may be fixed for the Initial Term

- of the Agreement (subject to the other provisions of the Agreement and any increases introduced by the Network Provider or otherwise outside of our control), we reserve our right to alter our prevailing rates for provision of the Deliverables at any time and without prior notice.
- 5.2** Where you agree with the Network Provider to downgrade or otherwise reduce, in any way, your tariff with the Network Provider (including through the removal of bolt-on's, any other value added services, or any monetary reduction), during: (a) the Initial Term of this Agreement, you shall pay to us on demand a sum calculated as the sum total of the difference between the amount that we actually received in total monthly Charges over the remainder of the Initial Term from the date such change became effective less the amount that we would have otherwise received in total monthly Charges (such monthly Charges to be calculated as the mean average of the monthly Charges paid or liable to be paid for each month over the Initial Term prior to the date of you changing your tariff with the Network Provider) over the remainder of the Initial Term from the date such change became effective, assuming your tariff had remained unchanged, which resulting figure shall be multiplied by 0.56 and paid in addition to an administration fee of £100 (excluding VAT) per telephone number in respect of the work (calculated on a time and material basis) involved in reducing the tariff with your Network Provider, checking your bill reflects any reduction, and calculating and raising an invoice, in acknowledgement of our reasonably incurred administrative costs ("**Calculation Fee**"); or (b) any Extended Term(s), where your contract with your Network Provider continues into the relevant Extended Term(s), a sum calculated as the sum total of the difference between the amount that we actually received in total monthly Charges over the remainder of the relevant Extended Term(s) from the date such change became effective less the amount that we would have otherwise received in total monthly Charges (such monthly Charges to be calculated as the mean average of the monthly Charges paid or liable to be paid for each month over the relevant Extended Term prior to the date of you changing your tariff with the Network Provider) over the remainder of the Extended Term from the date such change became effective, assuming your tariff had remained unchanged, which resulting figure shall be multiplied by 0.56 and paid in addition to a Calculation Fee of £100 (excluding VAT) per telephone number, calculated as set out above.
- 5.3** If you wish to Upgrade during the term of the Agreement, you will be required to enter into a new Agreement with a new agreed tariff and monthly Charges. Any remaining months left from the term of the previous Agreement will be added on to the term of the new Agreement, once the relevant Order Form is signed by you and us. No Upgrades will otherwise be permitted during the term of the Agreement.
- 6. THE PRODUCTS**
- 6.1** You shall be responsible for the safe keeping and safe use of any Products provided to you during the Initial Term. In particular, you agree during the Initial Term to use all Products with reasonable care in accordance with their relevant operating specifications or manufacturer's instructions, and not to use any Products we have supplied under the Agreement in conjunction with any equipment which we, or the Product manufacturers, did not supply or otherwise approve of in advance.
- 6.2** Any Products we provide to you should, as applicable, comply with the standards set by the Communications Act 2003 ("**Act**") and any subsequent or related legislation. We shall not be under any obligation to connect or keep connected any Deliverables or other equipment if it does not comply with the Act or if in our reasonable opinion it is likely to cause death, personal injury, damage or to impair the quality of the Services. You agree to use all applicable Deliverables in accordance with the Act and all other applicable laws and regulations, and at all times for lawful purposes.
- 6.3** We operate a minimum usage policy in respect of any mobile devices/SIM cards we supply to you to which you must adhere. In general, there must be a reasonable level of genuine and regular outbound call usage. Each mobile device/SIM card we supply to you must make an average of at least 10 minutes per month of outbound calls (or SMS/ GPRS usage of equivalent value, i.e. £1+) over a rolling three month period, to be considered "active" at the time the handset is assessed. If at any time during the Initial Term there is a significant drop in usage of the relevant mobile devices/SIM cards, or there is otherwise a failure on your part to adhere to any of the provisions of this Clause 6.3, we shall be entitled to terminate the Agreement forthwith and/or recover any Incentives paid under the Agreement in addition to all losses and charges and costs which we may incur as a result of doing so.
- 6.4** In construing clause 5.2 of the General Terms, title to the Products shall be deemed to pass to you upon the expiry of the Initial Term provided that all outstanding Charges due under the Agreement at that date have been paid in full, and no liability is otherwise outstanding from you to us under the terms of any agreement between you and us.
- 6.5 RETURNS:**
- 6.5.1** You agree and acknowledge that any mobile telephone device comprised within the Products ("Mobile Device") is manufactured by a third party and are supplied with (and subject to) the third party manufacturer's warranty in respect of such Mobile Device. We give no warranty (whether express or implied) as to the quality, fitness for purpose or otherwise in respect of the Deliverables (including, but not limited to, any Mobile Device).
- 6.5.2** Subject to the other terms of the Agreement (including, but not limited to, Clause 11 of the General Terms), if:
- 6.5.2.1** you can evidence to our satisfaction that an alleged defect or fault has arisen with any such Mobile Device within 12 months of receipt by you then the provisions of this clause 6.5 will apply; or
- 6.5.2.2** after 12 months of receipt by you of any such Mobile Device, you discover an alleged defect or fault, then the provisions of this clause 6.5 will not apply.
- 6.5.3** If Clause 6.5.2.1 becomes applicable, you must:
- 6.5.3.1** notify us in writing of the alleged defect or fault in respect of a Mobile Device by returning to us a completed returns form within 10 Business Days of you first becoming aware of the alleged defect or fault. You can obtain a returns form from us by contacting us by telephone and requesting a returns form, or by [clicking here to download a PDF copy](#).
- 6.5.3.2** give us the opportunity to examine such Mobile Device;
- 6.5.3.3** if asked to do so by us at any time, make the alleged defective or faulty Mobile Device available for collection by us from your principal place of business (such collection to be at our cost); and
- 6.5.3.4** if asked to do so by us at any time, provide us with such further information as we may request in connection with the alleged defective or faulty Mobile Device.
- 6.5.4** We may examine the alleged defective or faulty Mobile Device and investigate the alleged defect or fault. If we in our sole discretion determine that:
- 6.5.4.1** a fault or defect in or to the Mobile Device exists and such fault or defect is covered by the third party manufacturer's warranty in respect of such Mobile Device, then we shall at our sole discretion arrange for (i) a replacement mobile telephone device to be provided to you (such replacement mobile telephone device may be a reconditioned (and not new) device) or (ii) such Mobile Device to be repaired; or
- 6.5.4.2** an alleged fault or defect in or to the Mobile Device does not exist (for example, if we are unable to replicate the alleged defect or fault on such Mobile Device), then we shall return such Mobile Device to you and we shall not arrange for it to be replaced or repaired.

- 6.5.5 We shall not be liable or required to comply with the provisions set out in this clause 6.5 if:
- 6.5.5.1 you make any further use of such Mobile Device after giving notice of alleged defects or faults in accordance with clause 6.5.3;
 - 6.5.5.2 the defect or fault arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Mobile Device;
 - 6.5.5.3 you alter or repair such Mobile Device without our prior written consent;
 - 6.5.5.4 the defect or fault arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.5.5.5 in relation to any such Mobile Device you have done anything that operates to void or invalidate the manufacturer's warranty.
- 6.5.6 The provisions of this clause 6.5 shall apply to any replacement Mobile Device supplied by us.

7. INCENTIVES

- 7.1 From time to time we may offer you Incentives in connection with your entry into an Agreement. Where we do, the nature and value of any such Incentives shall be set out within the relevant Order Terms.
- 7.2 Without limiting any of our other rights or remedies, if you, at any time, fail to perform or delay in performing any of your obligations under any contract or agreement with us (including, but not limited to, where any Charges are outstanding, or where you purport to terminate/break the Agreement during the Initial Term or any Extended Term otherwise than in accordance with its terms), we reserve the right to (acting in our sole discretion): (a) withhold any Incentives otherwise due to you under the Agreement, (b) otherwise set-off any amount owing to you by us against the payment of any Incentives (in accordance with clause 8.12 of the General Terms), and/or (c) claim repayment of the value of any Incentives paid to you pursuant to any Agreement (as outlined within Clause 8.1 for example (but without limitation)). Such failure shall also disqualify you from receiving, and you shall not receive or be entitled to receive, any Incentives to which you may have been entitled in the future were it not for your failure to perform or delay in performing any of your obligations under the Agreement.
- 7.3 Where, as part of any Incentive, we offer you a fixed price line rental via cash-back or line credit, this fixed price is dependent on the Network Provider not increasing the price of its services. Where the price of the services is increased by the Network Provider, this is done independently of the Agreement. The amount of any payments you receive as part of any Incentive will remain static for the duration of the Agreement and you will remain liable to the Network Provider for any increased charges.
- 7.4 You shall also be liable to repay to us any Incentives paid to you where it has not been possible to fulfil your order in full for the Deliverables for any reason outside of our control (including due to any failure of the Network Provider, for example, a failure to provide adequate connections for the Products), and you are entitled or permitted to, and elect to, terminate the Agreement in accordance with its terms as a result.

8. LIQUIDATED DAMAGES – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 If you purport to terminate/break the Agreement during: (a) the Initial Term, you shall pay us on demand a sum calculated as the sum total of the remainder of all total monthly Charges, (such monthly Charges to be calculated as the mean average of the monthly Charges paid or liable to be paid for each month over the Initial Term prior to the date of your purporting to terminate/break the Agreement or ceasing to pay any Charges due thereunder) for each remaining month (or parts thereof) of the Initial Term from the date of your purporting to terminate or break the Agreement, or ceasing to pay any Charges due thereunder, less any amount actually paid by you to your Network Provider by way of an early termination or break fee (it being acknowledged and agreed by you that we reserve the right to request from you and/or the Network Provider written evidence of any such payment), which resulting figure shall be

multiplied by 0.56 and paid in addition to a sum calculated at the value of any Incentives provided to you and an administrative fee of £30 in respect of the work (calculated on a time and material basis) involved in transferring each telephone number you have taken out under the Agreement in acknowledgement of our reasonably incurred administrative costs or, (b) any Extended Term, where your contract with your Network Provider continues into the relevant Extended Term, you shall pay to us on demand a sum calculated as the sum total of the remainder of all total monthly Charges (such monthly Charges to be calculated as the mean average of the monthly Charges paid or liable to be paid for each month over the Initial Term and any previous or current Extended Term(s) prior to the date of your purporting to terminate/break the Agreement or ceasing to pay any Charges due thereunder) for each remaining month (or parts thereof) of the relevant Extended Term(s) from the date of your purporting to terminate or break the Agreement, or ceasing to pay any Charges due thereunder, less any amount actually paid by you to your Network Provider by way of an early termination or break fee (it being acknowledged and agreed by you that we reserve the right to request from you and/or the Network Provider written evidence of any such payment), which resulting figure shall be multiplied by 0.56 and paid in addition to a sum calculated and determined by us to be the value of any Incentives provided to you, and our administration costs (being £30) per telephone number transferred as set out in (a) above.

- 8.2 If you purport to terminate the Agreement during any Extended Term(s) (where your contract with your Network Provider does not continue into the relevant Extended Term(s)), or where you give us notice that you do not wish the Agreement to renew into any Extended Term(s) and so you terminate the Agreement (as set out within and pursuant to Clause 9.1 below) you shall pay to us on demand a sum calculated as the sum total of the remainder of all total monthly Charges (such monthly Charges to be calculated as the mean average of the monthly Charges paid or liable to be paid for each month over the Initial Term and any previous or current Extended Term(s) prior to the date of your purporting to terminate or break the Agreement, or ceasing to pay any Charges due thereunder) for each remaining month (or parts thereof) of the relevant Extended Term(s) from the date of your purporting to terminate or break the Agreement, or ceasing to pay any Charges due thereunder, less any amount actually paid by you to your Network Provider by way of an early termination or break fee (it being acknowledged and agreed by you that we reserve the right to request from you and/or the Network Provider written evidence of any such payment), which resulting figure shall be multiplied by 0.56 and paid in addition to a sum calculated and determined by us to be the value of any Incentives provided to you, and our administration costs (being £30) per telephone number transferred as set out in 8.1 (a) above. The payments to be made under Clauses 8.1 and 8.2 shall be made as, and are, liquidated damages ("**Liquidated Damages**").
- 8.3 By signing an Order Form (and in doing so confirming your agreement that these Specific Terms and the General Terms govern the Agreement between you and us), you confirm and we confirm that the Liquidated Damages are a genuine and reasonable pre-estimate of our loss, based upon our experience of the industry and the nature of the costs we may incur.
- 8.4 For the avoidance of doubt, your payment of the Liquidated Damages shall be without prejudice to any of our other rights and remedies and shall not affect your liability to pay any other amount which may be due under the terms of the Agreement, including without limitation, any accrued interest in respect of any overdue payments.

9. TERM AND TERMINATION

- 9.1 The Agreement between you and us for the provision of the Deliverables shall come into effect on the Commencement Date and, subject to the other provisions of the Agreement, shall continue in force for the Initial Term and shall renew automatically thereafter for further periods of twenty four (24) months (each an "**Extended Term**") unless terminated in accordance with the provisions of this clause 9. For the avoidance of doubt, the Agreement shall continue in force for each Extended Term and shall renew automatically thereafter for further Extended Term(s) unless terminated in accordance with the provisions of this clause 9 unless and/or until otherwise

terminated in accordance with the other provisions of the Agreement.

9.2 Either party may: -

9.2.1 at any time prior to the expiration of the Initial Term, terminate the Agreement by giving not less than 3 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the Initial Term. Where a party has given notice in accordance with this clause 9.2.1, the Agreement shall not renew automatically for an Extended Term, but shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 9.2.1; or

9.2.2 at any time prior to the expiration of any Extended Term, terminate the Agreement by giving not less than 3 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the applicable Extended Term. Where a party has given notice in accordance with this clause 9.2.2, the Agreement shall not renew automatically for a further Extended Term(s), but shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 9.2.2.

10. EFFECTS OF TERMINATION

10.1 Termination of the Agreement for whatever reason shall be without prejudice to any rights or liabilities accrued at the date of termination.

10.2 Upon termination of the Agreement due to your breach of the Agreement, or due to the occurrence of any of the circumstances specified in clause 12.2 of the General Terms, you shall, upon our request, (a) promptly return to us the Products (for termination/break of the Agreement during the Initial Term only), (b) pay the Liquidated Damages, (c) repay any Incentives (or the liquidated value of same) provided to you; and/or (d) pay any other outstanding Charges that may be due under the terms of the Agreement.

10.3 In the event that you terminate or purport to break the Agreement for any reason we shall not, under any circumstances, be liable for the costs of any alternative supplier or Network Provider you may source.

10.4 Upon termination of the Agreement for any reason, you shall, at our request and to our satisfaction, promptly return to us or otherwise destroy (and not retain any copies) of any Confidential Information which you may have in your possession or under your control, and pay to us all outstanding Charges and other payments, including interest, due under the terms of the Agreement.

11. GENERAL

11.1 Conflict: In the event of any conflict or inconsistency between the constituent parts of this Agreement, they shall prevail in the following order: (a) the Order Form, (b) the Proposal (c) these Specific Terms, and (d) the General Terms.

11.2 Survival: Without prejudice to the generality of clause 14.8 of the General Terms, the terms of Clauses 1, 2, 4.4, 4.5, 6.4, 7, 8, 9, 10 and 11 shall survive expiry, variation or termination of the Agreement.