

The Word Telecom Terms and Conditions

1. Agreement

- 1.1 This agreement is between The Word Telecom Limited (the mobile division of Pinnacle) "The Word Telecom" and the party shown as the customer in the Network Services Agreement "You".
- 1.2 The Word Telecom shall supply you with the Mobile Device(s) and/or SIM card(s) and/or associated hardware as set out in your invoice on the terms and conditions of this Agreement.
- 1.3 The Word Telecom shall have no obligation to supply you with a Subsidised Mobile Device or otherwise under this agreement until you have (i) signed a Network Services Agreement; and (ii) been accepted by the Network Operator and The Word Telecom for the provision of Mobile Network Services.

2. Prices and Payment

- 2.1 The Word Telecom shall be entitled to render an invoice for the Mobile Device(s) and/or SIM card(s) to you on collection or delivery of the Mobile Device(s) and/or SIM card(s).
- 2.2 You will pay the Price for the Mobile Device(s) and/or SIM card(s) within 14 days of the invoice date. All invoices are payable immediately unless a credit facility has been pre-arranged.
- 2.3 If you are offered a credit account, The Word Telecom will carry out a credit check using a recognised credit reference agency. Any and all sums for which credit is provided shall become due and payable within the agreed terms. Without prejudice to the foregoing, The Word Telecom reserves the right to withdraw, suspend or vary the terms of your credit account at any time. If your credit account is terminated, you will become immediately liable to pay all sums for which credit has been provided.
- 2.4 The Word Telecom shall have no obligation to replace, repair or accept back Mobile Device(s) and/or SIM card(s) or associated equipment once supplied and used, except as provided for in clause 4.
- 2.5 All pricing applies to both business customers and consumers. 1) The Word Telecom may change this Agreement (including changing or introducing new Charges or changing or withdrawing the Services or Third Party Services) where required: a) to comply with applicable law or regulation; b) because of a change imposed by a third-party supplier; or c) due to a change in The Word Telecom's operations or services. 2) Price Plans (tariffs, bolt-ons and usage charges) are subject to change without notice, although The Word Telecom will endeavour to provide 30 days' advance-notice wherever possible. Price changes will become effective whether the customer has received, or acknowledged such changes.
- 2.6 The price plans have been proposed on the basis of current usage patterns. Should these levels fall, The Word Telecom reserves the right to re-negotiate rates and if agreement cannot be found, then to suspend and/or disconnect services.
- 2.7 The price plans are not made available for the purpose of resale. If you are found to be reselling such services, The Word Telecom reserves the right to suspend and/or disconnect services.
- 2.8 All pricing, unless otherwise stated, excludes VAT at the current rate.
- 2.9 A late payment charge of the maximum of either 10% of amount outstanding or £100 will be charged for payments that exceed the agreed terms.

3. Subsidy

- 3.1 The Price for a Subsidised Mobile Device may include a subsidy or benefit from a cashback.
- 3.2 In the event that you are in breach of any term of this Agreement or the Mobile Network Services or the Network Services Agreement, you agree to pay to The Word Telecom the full amount of any subsidy or cashback provided to you or received by The Word Telecom from the Network Operator, up to a maximum of 24 months line rental (whichever is the greater) under or in relation to any such Subsidised Mobile Device, Mobile Network Services or Network Services Agreement.

4. Title, Risk and Insurance

- 4.1 Title to the Mobile Device(s) and/or SIM card(s) will pass to you (i) where the Mobile Device(s) and/or SIM card(s) has not been subsidised or benefitted from cashback, when payment in full has been received by The Word Telecom and (ii) where the Mobile Device(s) and/or SIM card(s) is a Subsidised Mobile Device, at the end of the Minimum Contract Term, provided that in no circumstances will title to the Mobile Device pass to you if you are or have been in breach of this Agreement or the Network Services Agreement during the Minimum Contract Term. The Word Telecom shall be entitled to recover the Mobile Device from you if you are in breach of any term of this Agreement and title has not yet passed to you.
- 4.2 Risk in the Mobile Device will pass to you when you receive the Mobile Device. It is your responsibility to insure the Mobile Device for its full unsubsidised replacement value for the Minimum Contract Term with an insurer of repute and with The Word's interest noted on the policy.
- 4.3 You must notify The Word Telecom within 7 days of any loss of, or material damage to, the Mobile Device.
- 4.4 You will be required to pay for a new SIM Card if it should be lost or damaged within the Minimum Contract Term at a minimum cost of £15.00 (+ VAT)

5. Network Services Agreement

- 5.1 No contract for the provision of a Subsidised Mobile Device to you will become binding unless and until you enter into a Network Services Agreement directly with the Network Operator, or a Contract with The Word Telecom.

5.2 The Network Services Agreement will be between you and the Network Operator, and The Word Telecom shall have no responsibility or liability under or in relation to such agreement or for providing network services.

5.3 It is your responsibility to ensure that your chosen Network Operator provides sufficient network coverage and quality of service, features, support and services to meet your needs. It is also your responsibility to ensure that the tariff and/or package you have chosen is suitable for your needs. The Word Telecom gives no advice and makes no recommendation in this respect and you should be aware that its employees, staff and other representatives have no authority to make any such recommendations or to give advice.

Whilst The Word Telecom will analyse your previous usage and propose tariffs and associated bolt-ons this is offered on a best endeavors basis and no guarantee is offered or implied. You must perform your own due diligence prior to committing to these terms and conditions by signing The Word Telecom invoice.

5.3.1 It is your responsibility to ensure that your chosen Network Operator provides sufficient network data speeds. The following website addresses are provided so that you can check network data speeds; i. Vodafone <https://www.vodafone.co.uk/explore/network/uk-coverage-map/> ii. O2 <http://www.o2.co.uk/coveragechecker/>

5.4 Connection to the network of a Network Operator is outside the responsibility of The Word Telecom. However, it is understood that connection can take up to 72 hours in ordinary circumstances but will be subject to the checks (including, without limitation, credit checks) of the Network Operator and The Word Telecom.

5.5 The Network Services Agreement will start on the date of Connection and shall continue for the Minimum Contract Term and thereafter until terminated by you in accordance with the Network Services Agreement.

5.6 Whilst The Word Telecom has made reasonable efforts to ensure the accuracy and completeness of the tariff analysis results, you should not rely on them and we accept no liability for errors or omissions or for any direct, indirect, incidental or consequential damages arising as a result of the use of the results by you.

5.7 It is your responsibility to ensure your chosen tariff and bolt-ons are suitable for your needs and usage. Excess out of bundle charges for voice and data, can be disproportionately expensive especially when outside of the UK. It is therefore your responsibility to review your needs and request a suitable tariff change or bolt-on to be applied prior to usage.

5.8 If The Word Telecom have agreed to pay Contract Termination Fees (in respect of your previous incumbent), all Line Rental Rebates are automatically provided on request after you have paid your third Network Airtime bill, providing all contract paperwork is complete and the Network Airtime account is paid up to date.

5.9 If you have selected to receive a monthly line rental rebate, this will commence after you have paid your third Network Airtime bill, providing all contract paperwork is complete and the Network Airtime account is paid up to date. The payment is made by monthly BACs transfer over the contract term.

6. Termination

6.1 If you terminate before the end of the Minimum Contract Term, you will be liable to repay a termination charge to the Network Operator that will be based on the reduction of the total fixed monthly costs that would have been received had the contract continued for the whole of the Minimum Contract Term.

6.2 If you terminate before the end of the Minimum Contract Term, you will be liable to repay a termination charge to The Word Telecom that will be based on the reduction of the total funds provided at commencement of the agreement. This includes but is not limited to hardware, Line Rental Rebate, Previous incumbent termination fees, cashbacks and hardware credit fund (technology fund).

6.3 The customer shall pay The Word Telecom any outstanding minimum spend in full upon;

6.3.1 Expiry of the minimum agreement term

6.3.2 Early termination of this agreement (under clause 6)

6.3.3 Early termination of this agreement by The Word Telecom where the customer has committed a material or persistent breach (under clause 6). The customer shall pay The Word Telecom any outstanding minimum spend calculated on a pro-rated basis in accordance with the proportion of the minimum agreement term elapsed in full upon;

(i) a request by The Word Telecom during the minimum agreement term, where a review by The Word Telecom has revealed an underperformance of actual customer expenditure as measured against the anticipated target minimum spend at that point in time and/or (ii) early termination of this agreement by The Word Telecom where the customer has undergone a change of control (under clause 6) or (iii) early termination of this agreement by the customer where The Word Telecom has committed a material or persistent breach (under clause 6) or varied terms/increased charges to the material detriment of the customer (under clause 6)

6.4 You may not withdraw any remaining Hardware Credit Fund in the period 90 days prior to the end of the Minimum Contract Term. If you re-sign a new Agreement with The Word Telecom using the same Network Service Provider, then your Hardware Credit Fund can be carried forward and used in the next contract term.

6.5 All Hardware Credit Funds include VAT at the current rate unless otherwise stated.

6.6 This clause 6 will also apply in the event the agreement is terminated due to a breach of the terms by you.

7. Liability and Indemnity

7.1 The Word Telecom will indemnify you:

7.1.1. (where the United Kingdom Unfair Contract Terms Act 1977 applies to this agreement) against liability for personal injury or death directly attributable to the negligence of The Word Telecom in the performance of this agreement, and

7.1.2. against physical damage (but not loss of any data or other consequential loss) caused to your tangible property directly arising from the negligence of The Word Telecom in connection with The Word's supply of the Equipment.

7.2 You agree to afford The Word Telecom not less than 30 days in which to remedy any default under this clause 7.1.2.

7.3 The Word's total liability to you under the indemnities contained in this clause 6 shall not exceed six months rental for one or more related claims arising in any one six month period.

7.4 Subject to the provisions of this clause 7, The Word Telecom shall not be liable to you for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with The Word's supply of the equipment or otherwise.

7.5 You acknowledge that the total of six months rental reflects the limitations contained in this clause 7. It is your responsibility to effect insurance to cover all risks relating to the services of The Word Telecom that are not covered by this Agreement or the liabilities accepted under this clause 7.

8. English Law

8.1 This Agreement shall in all respects be governed by English law. The parties hereby irrevocably submit to the non exclusive jurisdiction of the English courts.

8.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in London.

8.3 The submission by the parties to such jurisdiction shall not limit the right of The Word Telecom to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.

8.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 1(a) above.

8.5 In the event that you are resident outside England its address for service in England shall be such service nominated in this Agreement and any time limits in any proceedings shall not be extended by virtue only, of the foreign residence of you.

8.6 Any person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

9. General

9.1 Construction - The construction of this Agreement is not to be affected by any heading. Reference to the plural shall include the singular and vice versa.

9.2 Entire Agreement - This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings between them other than those set out herein.

9.3 Variation - Any variation to this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of The Word Telecom.

9.4 Waiver - Failure by The Word Telecom to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. Any express or implied waiver by The Word Telecom of any term or condition of this Agreement or of any breach or default by you may be terminated by The Word Telecom at any time. No such waiver shall constitute a continuing waiver nor shall it prevent The Word Telecom from acting upon that or any subsequent breach or default or from enforcing any term or condition of this Agreement.

9.5 Force Majeure - The Word Telecom shall not be liable in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control.

9.6 Assignment and Transfer - You may not assign the benefit of this Agreement or transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of The Word. The Word Telecom may assign this agreement without prior permission from you.

9.7 If a third party pays any part of this Agreement, he is acting as agent of behalf of you.

9.8 Personal data (as defined in the Data Protection Act 1998, or any amendment or re-enactment thereof) in respect of a Client which is obtained consequent to this Agreement will be held on The Word's computer system, and may be used by The Word Telecom for the purposes of assessing the level of credit which should be extended to you. The information may also be used for the future marketing of related products and services of The Word Telecom or any of its associated companies unless the subject of the personal data gives The Word Telecom notice in writing to the contrary.

9.9 The parties agree that any confidential know-how, copyrights, patents, trade secrets, inventions, trademarks and trade names and design rights used by The Word Telecom in performing its obligations under this Agreement or arising in the course of performing its obligations hereunder are, and will remain, the property of The Word Telecom (or the third party who has granted The Word Telecom the right to use it) and nothing in this Agreement or The Word Telecom's performance of it will be deemed to pass or transfer to you any such intellectual property rights of The Word Telecom or any third party.

9.10 The Customer's signature on the Order constitutes the Customers' acceptance of both the TWT Terms and Conditions and the Pinnacle Terms and Conditions.

Schedule 1 -Definitions

General Interpretation

a reference to a sub-clause, clause or a schedule is a reference to a sub-clause, clause or a schedule in this Agreement.

the word telecom "including" is to be construed without limitation.

any reference to a statute, statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time save to the extent that any such amendment or re-enactment would otherwise increase the liability of The Word Telecom hereunder.

any reference in this Agreement to another Agreement or any deed or other instrument shall be construed to mean that other Agreement, deed or instrument as the same may have been or may be varied, amended, supplemented or novated from time to time.

any reference in this Agreement to the masculine gender shall include the feminine and any reference to the singular shall include the plural and vice versa in each case.

the clause and Schedule headings of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

Specific Interpretation

Agreement	means this agreement and all associated Schedules
Charges	means the Basic Charge(s) and, where applicable, the Supplementary Charges and Escalated Response Charge.
Connection	means connection of a Mobile Device to the Mobile Network Services.
Contact	means a person nominated in writing by you for the purposes of providing our Equipment.
Date of Commencement	means the later of the date shown on the Order Form and the date of Connection.
Equipment	means all Mobile Devices and SIM cards provided under this agreement.
Hardware Credit Fund	means the amount of money held as a credit with The Word Telecom which can be used to purchase Hardware.
Minimum Contract Term	means the later of the minimum contract term set out in the Network Services Agreement or 24 months.
Mobile Device	means a mobile communications device and/or associated hardware.
Mobile Network Services	means the network services for communication of data and voice over a cellular radio network.
Network Airtime	The airtime services provided by your chosen network operator.
Network Operator	means the operator of the Mobile Network Services.

Network Services Agreement	means the agreement between you and the Network Operator for the provision of the Mobile Network Services.
Normal Working Hours	means 9.00 am to 5.30 pm Monday to Friday, public holidays excepted.
Order Form	means the order form, acknowledgement of order, invoice or other document setting out the products or services which you wish to order and which is agreed by The Word
Price	means the sum of the Mobile Device(s) and/or SIM card(s) set out in the Order Form, subject to adjustment as provided in this Agreement.
SIM Card	Means the subscriber identification module card provided by a Network Operator for use in a Mobile Device.
Subsidised Mobile Device	means a Mobile Device(s) and/or SIM card(s) or associated hardware which has been subsidised by a Network Operator whether by direct subsidy, cashback offer or otherwise.
Term	means the Minimum Contract Term and any extension thereof.