



Daisy Terms & Conditions for the Provision of a Recording & Storage Solution – April 2012

1. DEFINITIONS

1.1 In these Conditions the following terms shall have the following meanings:-

“Anti-Bribery Laws” means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-corruption, including the Bribery Act;

“Application” means the software application licensed to the Customer for use on a defined number of Handsets as part of the Recording & Storage Solution including any new versions or new releases which are made available to the Customer by the Company;

“Application Charge” means the recurring charge payable per Application licensed to the Customer;

“Bribery Act” means the Bribery Act 2010;

“Business Day” means any and all days between Monday and Friday in any week but excluding English bank holidays or public holidays;

“Carrier” means the relevant third party public telecommunications operator or third party network service provider;

“Charges” means the Usage Charges, the Application Charges, the Storage Charges and any other charges payable by the Customer under the Contract;

“Company” means Daisy Communications Limited a company registered in England and Wales Registration No 4145329 whose registered office is Daisy House, Lindred Road, Business Park, Nelson, Lancashire BB9 5SR and the expression “Company” includes the Company’s permitted assigns;

“Connection Date” means the date the Company has notified to the Customer will be the date upon which the provision of the Recording & Storage Solution shall commence or if later, the date which the Customer starts using the Recording & Storage Solution;

“Contract” means the agreement between the Customer and the Company for the provision of the Recording & Storage Solution incorporating these Conditions, the Order Form and/or Promotional Terms incorporated into the Contract in accordance with condition 2.1;

“Customer” means the person, firm or company specified on the Order Form and any other person reasonably appearing to act within that person’s, firm’s, or company’s authority and includes where relevant the Customer’s permitted assigns employees and agents;

“Director General” means the UK Director General For Telecommunications;

“FSA Requirements” means the Financial Services and Market Act 2000, any requirement of direction of The Financial Services Authority (or any successor body) (FSA) and the FSA’s Conduct of Business Sourcebook;

“General Conditions” means the general conditions of entitlement set out in the notification issued by the Director General For Telecommunications, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said act, as may be amended, modified or replaced from time to time;

“Group” means each and any Parent Undertaking or Subsidiary Undertaking of the Company and each and any subsidiary of a Parent Undertaking of the Company. “Parent Undertaking” and “Subsidiary Undertaking” shall have the meanings given to them as in section 1162 of the Companies Act 2006;

“Handset” the mobile device (and version of operating software stated on the Order Form) upon which the Application is downloaded by the Customer in order for the Recording & Storage Solution to be provided in relation to Traffic;

“Intellectual Property Rights” all intellectual property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

“Minimum Term” means the minimum contract period applying to the Recording & Storage Solution commencing on the Connection Date and expiring on the day after the end of the minimum term set out on the Order Form;

“Network Services Element” means the network services provided by the Company as part of the Recording & Storage Solution;

“Normal Working Hours” means 9.00am to 5.00pm on any Business Day;

“Order Form” means the order form to which these Conditions are attached or which is expressed to be subject to these Conditions which sets out the details of the order, including (without limitation) the Customer’s details, the number of Application licences and the Recording & Storage Solution to be supplied under the Contract, and constitutes the Customer’s order;

“Portal” means the portal which the Customer shall be provided access to as part of the Recording & Storage Solution in order for it to access the Recordings;

“Promotional Terms” means any additional terms which are to apply in relation to the Charges payable by the Customer under the Contract and which may be specified in the Order Form;

“Recording & Storage Solution” the solution comprising of recording and storage services, licences to use the Application and Portal and the provision of the Network Services Element by the Company and its contractors and licensors;

“Recordings” means any recordings of Traffic made as part of the Recording & Storage Solution;

“Relevant Laws” means any statute (including without limitation the Data Protection Act 1998 and the Human Rights Act 1998), regulation, by law, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms (i) enforceable by law which is in force for the time being, and/or (ii) stipulated by any regulatory authority to which a party is subject, in each case, for the time being;

“Storage Charges” the charges (if any) payable for storage of Recordings;

“Tariff” means the Company’s tariff for the Application Charges, Storage Charges, and Usage Charges payable by the Customer for the Recording & Storage Solution from time to time, as set out at www.daisygroup.com or at such other URL as is notified to the Customer by the Company from time to time;

“Traffic” means the types of communication transmitted to and from Handsets for which there is a Usage Charge in the Tariff and in respect of which the Recording & Storage Solution can be provided by the Company; and

“Usage Charges” means the charges payable by the Customer for the Network Services Element.

2. CONTRACT FORMATION

2.1 The Order Form constitutes the Customer’s offer to the Company to purchase the Recording & Storage Solution on and subject to the terms of the Order Form, these Conditions, and/or Promotional Terms referred to as being applicable. Once such offer is accepted by an authorised representative of the Company signing the Order Form, a Contract shall come into effect. The details recorded on the Order Form, together with these Conditions and/or Promotional Terms referred to as being applicable to the relevant Contract, shall be the exclusive terms and conditions of the Contract between the parties (to the fullest extent permitted by law) and any such Contract shall be conditional upon condition 4.1.1 and the credit status of the Customer being to the satisfaction of the Company (in its sole and absolute discretion).

2.2 All quotations, estimates and tenders are given and contracts are made by the Company subject to and only upon these Conditions which cannot be varied unless agreed in writing by the Company and these Conditions supersede and override all other terms and conditions appearing elsewhere including (without limitation) any terms and conditions:

2.2.1 of the Customer referred to on any website or which the Customer may purport to apply under any purchase order or acknowledgement of delivery or similar document; and/or

2.2.2 established between the Company and the Customer by course of dealing.

2.3 In the event of a conflict between these Conditions and the Order Form, the Order Form will prevail. In the event of any conflict between the Promotional Terms and any of either these Conditions and/or the Order Form, the Promotional Terms shall prevail (but only in so far as they relate to the amount which is payable by the Customer in respect of

the Recording & Storage Solution (and, for the avoidance of any doubt, the fact that the Promotional Terms are silent on a particular matter whereas any of these Conditions and/or the Order Form make provision for the same, shall not be deemed to give rise to a conflict).

2.4 Any illustrations, samples or descriptive material provided by the Company, including drawings, specifications of weight, capacity or dimensions and particulars of shade shall not form part of the Contract but shall be treated as approximate only unless specifically stated otherwise. Any savings quoted are estimates only. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of the Company and must not be copied or loaned or transferred. The Customer acknowledges and agrees that in entering into the Contract, it has not relied on any such illustrations, samples or descriptive material.

2.5 No variation of the terms of the Contract however notified (save with regard to the manuscript details on the Order Form including, where initialled by both parties, manuscript amendments to the type face, as such details may be inputted by authorised staff of the Company) will be accepted by the Company unless authorised by notice in writing by a Director of the Company.

2.6 Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall procure that any user of the Recording & Storage Solution (or any part thereof), to include (without limitation) any employee, agent or contractor, shall not do such act or thing.

2.7 The Customer warrants and undertakes to the Company that it is entering into the Contract for the purposes of its trade, business and/or profession.

3. CUSTOMER'S ORDER AND SPECIFICATIONS

3.1 The Customer shall be responsible for providing the Company with all information relevant to the supply of the Recording & Storage Solution with sufficient time to enable the Company to duly perform the Contract.

3.2 Without limitation to the generality of condition 3.1, the Customer shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by the Customer or any agent or representative of the Customer in connection with the supply of any of the Recording & Storage Solution by the Company are accurate and fully describe the Customer's requirements and the Customer shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto, or where the compliance with any such any drawings, sketches, specifications, descriptions or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.

4. RECORDING & STORAGE SOLUTION

4.1 GENERAL

4.1.1 Any Contract for the provision of the Recording & Storage Solution based on an order which is accepted by the Company pursuant to condition 2.1 is, until the Connection Date, conditional on the Company providing confirmation by email to the Customer that the terms stated on the Order Form of the applicable Contract do not contain any errors or omissions. In consideration for the payment of the Charges by the Customer, the Company shall use its reasonable endeavours to provide the Recording & Storage Solution in accordance with and subject to the terms of the Contract. For the avoidance of doubt, the Recording & Storage Solution must be purchased as a whole by the Customer and (save as expressly agreed otherwise in writing by the Company) the Customer cannot procure the Application and/or any other of the constituent parts of the Recording & Storage Solution separately.

4.1.2 The Company shall use reasonable endeavours to provide the Recording & Storage Solution using reasonable skill and care.

4.1.3 The Company provides no guarantees that the provision of the Recording & Storage Solution shall be uninterrupted or fault free nor does it provide any commitment regarding the availability of it to the Customer or its users.

4.1.4 Notwithstanding anything to the contrary in the Contract, the Company shall be entitled to make changes to the Recording & Storage Solution (or any part thereof) which do not have a material adverse effect on the Recording & Storage Solution and shall

where the Company deems it practical to do so, give the Customer written notification of the same.

4.1.5 The Recording & Storage Solution is configured to make Recordings of the types of Traffic notified to the Customer by the Company from time to time. Where the Customer provides the Company with written notice that it requires Recordings to cease in relation to one or more categories of Traffic, the Company shall use reasonable endeavours to comply with such request within thirty days of receipt of it.

4.2 UNAVAILABILITY

4.2.2 The Customer acknowledges and accepts that:

(a) the provision of the Recording & Storage Solution is dependent (without limitation) upon the operation and availability of mobile networks over which the Company has no control;

(b) the provision of the Recording & Storage Solution is dependent (without limitation) upon the Customer having in place a contract for mobile services (in respect of each Handset) with a mobile operator (the provision of which does not for the avoidance of doubt form part of the Recording & Storage Solution);

(c) in the event of mobile network unavailability or impairment this could and is likely to prevent the Recording & Storage Solution operating during any period of unavailability or impairment, which shall in turn prevent Recordings being made during the period of unavailability; and

(d) if the Recording & Storage Solution has failed then a user will not be able to make or receive calls or transfer or receive data from any affected Handset until either the Recording & Storage Solution resumes full operation or (save in the case of continuing failures in the mobile network/s) the Application is dis-applied by the Company at the request of the Customer from any affected Handsets.

4.2.3 The Company shall use reasonable endeavours to dis-apply the Application from any Handsets following a request in respect of the same by the Customer.

4.2.4 Subject to condition 13.5, the Company hereby disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Recording & Storage Solution being unavailable and/or any Recordings not being made or accessible.

4.2.5 Without prejudice to condition 4.1.3, in the event that the Recording & Storage Solution is not available for six consecutive hours in any 24 hour period in relation to any Handset (save where due to any mobile network unavailability, unavailability of the Network Services Element, failure of a Handset (or other end user equipment) or any software on it or as a result of an act or omission of the Customer) and the Company is notified by the Customer of the same within thirty days of such event, then the Customer shall be entitled to a service credit equivalent to the daily Application Charge for the affected Handset. Such service credit shall be credited against the next invoice of the Application Charges. The Customer's sole and exclusive remedy for any unavailability of the Recording & Storage Solution shall be the right to a service credit (if any).

4.2.6 The Company:

(a) does not warrant or otherwise guarantee that the Recording & Storage Solution will enable the Customer to comply with any Relevant Laws and/or the FSA Requirements;

(b) shall have no liability to the Customer for any failure of a Handset (or any other end user equipment) failure of the Customer's internal IT systems or third party systems (including without limitation Rim BES servers);

(c) reserves the right either itself or through a third party, to audit any of the Customer's onsite equipment, Handsets or other end user equipment to ensure that the latest versions of the Application have been deployed and to otherwise verify that the Customer is using the Recording & Storage Solution in accordance with the Contract and/or that it is otherwise complying with its obligations under the Contract.

4.3 CUSTOMER OBLIGATIONS

4.3.1 The Customer shall:

(a) only use Recordings for the purpose for its internal business purposes including complying with the FSA Requirements, internal audits and for call monitoring to improved customer service;

(b) be responsible for ensuring that its use of Recordings complies with all Relevant Laws;

(c) use the Recording & Storage Solution in accordance with the applicable user guides and manuals (and the Company shall have no liability to the Customer in respect of the Customer's failure to do the same);

(d) where a non-Company hosted or a partially Company hosted Recording & Storage Solution is provided, be responsible for the maintenance and operation of any of its onsite equipment;

(e) only use the Recording & Storage Solution for its internal use and shall not resell or sub-license or attempt to resell or sub-license or otherwise make available the Recording & Storage Solution (or any part of it) to any third party;

(f) be responsible for the safe custody and safe use by it of the Recording & Storage Solution and without prejudice to the generality of the foregoing the Customer agrees and undertakes only to use the Recording & Storage Solution in accordance with such conditions as may be notified to it in writing by the Company from time to time;

(g) not to contravene the General Conditions or any other relevant regulations or licences granted there under and otherwise not to contravene, and not by any act or omission, cause the Company to contravene, any Relevant Laws;

(h) not use the Recording & Storage Solution to make, provide, communicate, deliver, knowingly receive, upload, download, use or re-use any material or information which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, indecent, obscene or menacing character, or which does or is intended to cause annoyance, nuisance inconvenience or worry to any person or which in the Company's opinion brings the Company's name into disrepute or which in any way causes damage to or disruption to the Recording & Storage Solution;

(i) not use the Recording & Storage Solution in a manner which constitutes a violation or infringement of the rights of any other person;

(j) to implement adequate control and security over the use of the Recording & Storage Solution including but not limited to the prevention of viruses, worms, Trojan horses and/or any calls generated by rogue diallers or hackers;

(k) not use the Recording & Storage Solution in a way that breaches any Relevant Laws or any licence applicable to the Customer or that is in any way unlawful or fraudulent; and (l) not to send or procure the sending of any unsolicited advertising or promotional material;

(m) not cause any attachments, other than those that meet the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as from time to time amended) and any other requirements under the General Conditions and all other Relevant Laws, to be connected to the Recording & Storage Solution and the Company shall not be under any obligation to connect or keep connected any Customer apparatus if it does not so conform or if in the reasonable opinion of the Company it is liable to cause death, personal injury or damage or to impair the quality of the Recording & Storage Solution;

(n) not use the Recording & Storage Solution as a means of communication for a purpose other than that for which the Recording & Storage Solution is provided and as may be set out in any relevant literature supplied by the Company from time to time;

(o) maintain its telecommunications apparatus at all times during the period of the Contract in good working order and in conformity with any relevant regulatory standards or approvals and Relevant Laws for the item as from time to time applicable; and

(p) provide the Company with all such information as it reasonably requests relating to the Customer's telecommunications apparatus.

4.3.2 The Company does not warrant or guarantee the accuracy or completeness of any of the information, sound, software and/or any other materials (in whatever form) which may be accessible by the Customer from any other person once it has the Recording & Storage Solution (the "Content") or any further information or results which may be derived from it. The Customer acknowledges that, the Content is outside the control of the Company and the Customer will not rely on any Content in making any business or other decision and that the Customer uses of the Content is at its sole risk.

4.3.3 The Customer acknowledges that the Content may be protected by copyright, trademark and other intellectual property rights, as applicable. The Customer will not and will not permit anyone else to copy, store, modify, distribute externally, broadcast or publish any part of the Content, and the Content may only be used for the Customer's own purposes

4.3.4 The Customer is entirely responsible for evaluating any goods or services offered by third parties via the Recording & Storage Solution. The Company will not be a party to or in any way be held responsible to the Customer for any transaction between the Customer and third parties.

4.3.5 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Recording & Storage Solution, and the Customer consents to the Company co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the Recording & Storage Solution and agrees, without prejudice to the generality of the foregoing, that the Company will be entitled to divulge the name and address and account information relating to the Customer to such third parties.

4.4 SUSPENSION OF THE RECORDING & STORAGE SOLUTION

4.4.1 Without prejudice to any other right of the Company to suspend or terminate the provision of the Recording & Storage Solution (or any part thereof), the Company may at its sole discretion elect to suspend forthwith provision of the Recording & Storage Solution until further notice without further liability to the Customer either orally (confirming such notification in writing) or in writing in the event that:

(a) the Customer is in breach of a material term of these Conditions and/or the Contract and/or any other contract between the parties from time to time including but not limited to the Customer's failure to pay Charges (or any of them) to the Company on the due date;

(b) the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority;

(c) the Company has reasonable grounds to believe that Recording & Storage Solution (or any part thereof) is being used fraudulently or unlawfully;

(d) any licence under which the Customer has the right to run its telecommunications system and connect to the Recording & Storage Solution is revoked, amended or otherwise ceases to be valid;

(e) the Company or any member of its Group is entitled to suspend and/or terminate provision of any other telecommunications service under the terms of any other agreement with the Customer; or

(f) any maintenance or repair is necessary or required to the relevant network or related systems or equipment.

4.4.2 The Customer shall reimburse to the Company all reasonable costs and expenses incurred by the implementation of a suspension pursuant to condition 4.4.1 and/or the recommencement of the provision of the Recording & Storage Solution as appropriate, save in the case of a suspension, pursuant to condition 4.4.1(b).

4.5 SUPPORT SERVICE

4.5.1 The Company will use its reasonable endeavours to provide the Customer with telephone access (during Normal Working Hours) to support services provided by the Company in relation to the Recording & Storage Solution. For the avoidance of doubt, such support services shall not be on the Customer's sites and shall be limited to those being able to be provided remotely.

4.5.2 The Customer shall nominate in writing no more than three named individuals (the "Named Individuals") whom shall have access to the support services. The Company shall not be obliged to provide access to the support services to any person other than a Named Individual.

5. APPLICATION & PORTAL

5.1 APPLICATION

5.1.1 In order to use the Recording & Storage Solution, the Customer shall download and install the Application on Handsets. In consideration for the payment by it of the Application Charges, the Customer shall be granted a non-exclusive, revocable and personal licence to use the Application on the number of Handsets specified on the Order Form. This licence shall continue for the duration of the Contract, subject to termination in accordance with the provisions of the Contract. The Customer may from time to time



purchase additional licences of the Application for additional users, subject to payment of additional Application Charges in respect of those licences.

5.1.2 The Customer's use of the Application shall be restricted to use of the Application in object code form for the purpose of the Customer processing its data for normal business purposes (which shall not include allowing the use of the Application by, or for the benefit of, any person other than an employee).

5.1.3 The Customer shall ensure that the Application is not used other than as specified in the Contract without the Company's prior written consent, and the Customer acknowledges that additional fees may be payable on any change of use that is approved by the Company.

5.1.4 The Customer may make as many backup copies of the Application as may be necessary for its lawful use and shall record the number and location of all copies of the Application and take steps to prevent unauthorised copying.

5.1.5 The Customer's use of the Application (and the Recording & Storage Solution as a whole) is subject to the Customer's Handsets running the software set out in the Order Form and/or such other software as may be notified to the Customer by the Company from time to time.

5.1.6 The Company may from time to time make new versions or new releases of the Application available to the Customer. The Company shall have no liability to the Customer in respect of any failure in the Recording & Storage Solution due to any failure or delay on the part of the Customer to download such new release and/or new versions.

5.2 THE PORTAL

5.2.1 Subject to conditions 5.2.2 and 5.2.3, the Customer shall be provided with a revocable, personal and non-exclusive licence to use the Portal in order for it to access and retrieve its Recordings.

5.2.2 The Customer shall keep, and shall procure that its users keep, any login details (including passwords) for the Portal secure and the Customer shall be responsible for any activity that occurs under an account assigned to the Customer. The Customer will inform the Company promptly of any breach of security in relation to the Portal.

5.2.3 The Company does not provide any guarantees or warranties that use of the Portal shall be uninterrupted or error free and (subject to condition 13.5) hereby disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Customer or its users' inability to access the Portal or any part thereof.

5.3 RESTRICTIONS

5.3.1 Except as expressly stated in the Contract, the Customer shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Application and/or the Portal in whole or in part except to the extent that any reduction of the Application to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Application and/or the Portal with the operation of other software or systems that the Customer uses.

5.3.2 Other than as set out in the Contract, the Customer shall not:

- (a) sub-licence, assign or novate the benefit or burden of any licence to use Application and/or Portal either in whole or in part;
- (b) allow the Application and/or the Portal to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under this licence, without the Company's prior written consent.

5.3.3 The Customer shall:

- (a) ensure that the number of persons using the Application and the Portal does not exceed the number of Application and Portal licences set out on the Order Form;
- (b) ensure that the Application is installed on Handsets only;
- (c) keep a complete and accurate record of its copying and disclosure of the Application and the Portal and its users, and produce such record to the Company on request from time to time; and
- (d) notify the Company as soon as it becomes aware of any unauthorised use of the Application and/or the Portal by any person.

6. STORAGE SERVICES

6.1 In consideration for the payment of any applicable Storage Charges, the Company shall provide storage services in relation to Recordings made by the Company as part the Recording & Storage Solution.

6.2 Subject to condition 6.3, all Recordings may be deleted by the Company upon or following the expiry of six months from the date which the applicable Recording was made.

6.3 Where the Customer gives the Company at least thirty days' advance written of its requirement for any Recordings to be stored for a longer period, then the Customer shall use reasonable endeavours to procure the storage of the Recordings (not already deleted) for such longer period, subject to the payment by the Customer of the applicable additional Storage Charges.

7. NETWORK SERVICES ELEMENT

7.1. The Company undertakes to use reasonable endeavours to supply the Network Services Element to the Customer and to use reasonable endeavours to provide the Network Services Element with due skill and care as and from the Connection Date subject to these Conditions. The Customer acknowledges that the Network Services cannot be guaranteed to be fault free and the Company does not warrant error free or uninterrupted use of the Network Services Element.

7.2 The Customer acknowledges and agrees that the Network Services Element is a fundamental part of the Recording & Storage Solution and that any failures in the provision of the Network Services Element will lead to either impaired or complete failure of the provision of the Recording & Storage Solution. Subject to condition 13.5, the Company shall not be liable to the Customer in contract, tort (including, but not limited to, negligence), or otherwise for any acts or omissions of Carriers which affect or otherwise impact the Network Services Element or in turn the provision of the Recording & Storage Solution (or any other part thereof).

7.3 Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Network Services Element, the Company will use reasonable endeavours to rectify the fault as soon as practicable.

8. FINANCE AND CREDIT

The Customer hereby consents to and shall procure that its owners, directors, officers and assigns consent to, the Company carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns and the Customer undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to the Customer's records and/or those records of its directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

9 FRAUD AND SECURITY

9.1 The Customer must ensure that user names and passwords used by it and/or its personnel and/or users in connection with the Recording & Storage Solution (including without limitation, the Portal) are kept confidential and are only used by authorised users. The Customer will inform the Company immediately if the Customer knows or suspects (or ought reasonably to know or suspect) that a user name or password has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will not change or attempt to change a user name without the Company's written consent.

9.2 The Company reserves the right (at the Company's sole discretion):

9.2.1 to suspend user names and password access to the Recording & Storage Solution if at any time the Company believes that there has been or is likely to be a breach of security; and

9.2.2 to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer uses in connection with the Recording & Storage Solution.

9.3 The Customer will inform the Company immediately of any subsequent changes to the information the Customer supplies to the Company in connection with the Contract.

9.4 The Customer accepts and acknowledges that the Recording & Storage Solution is not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Recording & Storage Solution.

9.5 The Customer acknowledges that the Company has no control of a Customer's PABX/switch configuration, voice mail security or other feature services enabled.

9.6 The Company shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of Recording & Storage Solution by the Customer or any third parties (who are not employees of the Company) and the Customer agrees to pay all additional charges related to such fraud and/or unauthorised use. Customers are therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

9.7 Any assistance given by the Company in relation to fraud and/or unauthorised use by the Customer or third parties (or its prevention) will be on a reasonable endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or unauthorised use by an employee of the Company acting in that capacity).

10. PRICE AND CHARGES

10.1 Save where, and to the extent that, any Promotional Terms apply, the Charges will be as detailed in the Tariff or unless, and as, stated on the Order Form.

10.2 The Company shall have the right to alter the Charges from time to time by publishing changes to the Tariff at www.daisygroup.com (or at such other URL as is notified to the Customer by the Company from time to time) and such changes shall take effect no earlier than fourteen days after such publication.

10.3 All sums referred to under these Conditions, the Order Form, any Promotional Terms and the Tariff are (unless otherwise stated) exclusive of Value Added Tax (VAT) and any taxes of a similar nature which may from time to time be introduced, which will be payable at the rates ruling at the date of the relevant invoice.

10.4 Any invoices issued by the Company in respect of the Charges shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

11. PAYMENT

11.1 The Customer shall pay the Charges by Direct Debit within ten days of the date of the invoice (unless otherwise expressly agreed with the Company and set out on the Order Form).

11.2 Storage Charges and Application Charges are payable monthly in advance.

11.3 Usage Charges are payable monthly in arrears.

11.4 If payment of any sum payable to the Company is not made on or before the due date, the Company shall be entitled to charge interest thereafter on such sum at either the rate of four per cent annum above the current base rate of The Royal Bank of Scotland plc from time to time or, if higher, such rate as the Company would be entitled to claim under the Late Payment of Commercial Debts (Interest) Act 1998 (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) from the due date until the date of payment whether before or after judgment.

11.5 Unless e-billing is expressly not required on the Order Form, invoices will be made available for download by the Customer and the Customer will be notified at the e-mail address set out on the Order Form that the invoice is ready for downloading. Where e-billing is expressly not required on the Order Form, the invoice may be sent to the registered address of the Customer (or the address of the Customer) at an additional cost to the Customer as set out in the Tariff.

11.6 If the Company is unable, for whatever reason, to recover any sum due under the Customer's account within four days following the due date for payment, the Company reserves the right to forthwith suspend all or any of the Recording & Storage Solution.

11.7 If the Customer's account remains unpaid (in any part) the Company may require a security deposit of three times the average monthly invoice or payment in full for the next 12 months before the Company will reinstate the Service.

11.8 If the Customer's account remains unpaid (in any part) for a period of thirty days after the original due date for payment, the provision of the Recording & Storage Solution may then be terminated by the Company.

11.9 Without prejudice to the Company's other remedies, if the Customer's account remains outstanding for any reason after the original due date for payment, then:

11.9.1 the Customer will be charged an administration fee for each piece of correspondence in connection with the recovery of the overdue amount.

11.9.2 the Company reserves the right to refer the outstanding account to a debt collection agency. If the Company instructs a debt collection agency to collect payment

(including interest and late payment charges) on its behalf the Customer must pay the Company's costs payable to the agency, who will add the sum to the Customer's outstanding debt.

11.10 The Customer will ensure that the name of the account holder is the same as the name on the payment details provided.

11.11 If the Customer cancels an active Direct Debit instruction once a Contract has commenced, an additional administration fee will be added to the monthly invoice of £3.50 (or such other amount as may be notified to the Customer by the Company from time to time) until the Direct Debit is reinstated. The Company also reserves the right to charge the Customer a Direct Debit cancellation fee at its then applicable rate.

11.12 The Company may, without notice, withhold any payments due to the Customer under the Contract or any other agreement between the Company or any other member its Group and the Customer if:

11.12.1 the Company has reason to believe the Customer is in breach of the Contract; and/or

11.12.2 the Customer is (or the Company reasonably believes that the Customer is) conducting its business or using the Recording & Storage Solution illegally or unlawfully (including without limitation in breach of the code or any OFCOM requirements) or for an illegal or unlawful purpose.

11.13 If any sum owed by the Customer to the under the Contract or any other contract with the Company is not paid by the due date, the Company may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with the Company.

11.14 Payment of all sums due to the Company shall be made without any set-off whatsoever.

11.15 If the Customer intends to dispute any charge on an invoice, the Customer must do so in writing to the Company within fourteen days of the date of the invoice and provide the Company with all relevant information in support of the disputed charge. Where the disputed charge(s) amount to:

11.15.1 less than five % of the total charges listed on the invoice, the Customer will pay the full amount of the invoice; or

11.15.2 more than five % of the total charges listed on the invoice, the Customer must pay the remaining amount of the invoice that is not in dispute.

12. DISPUTE RESOLUTION

12.1 The Company will attempt to resolve any dispute that the Customer may have with the Company.

12.2 If the dispute cannot be resolved within 8 weeks of the Customer raising the dispute with the Company, then the Customer may refer the matter to:

12.2.1 Ombudsman Services Communication, via the website www.ombudsman-services.org; or by telephone on 0330 440 1614 or 01925 430 049; or

12.2.1 OFCOM, the communications regulator via the website www.ofcom.org.uk or by telephone on 0300 123 333 or 0207 981 3040.

12.3 Any dispute must be submitted in writing to the Company's Customer Care Centre at Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR.

12.4 Nothing in this condition 12 shall prevent the Customer or the Company from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

13. LIMITATION OF LIABILITY

13.1 Unless otherwise stated in these Conditions, the Company makes no warranty in respect of the supply of the Recording & Storage Solution (or any part thereof) and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into a contract for the supply of the Recording & Storage Solution (or any part thereof) are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Customer is a consumer, this shall be without prejudice to its statutory rights.

13.2 Subject to conditions 13.3 and 13.5 in no circumstances shall the Company's liability, arising under or in connection with this Contract and whether in contract, tort (including without limitation negligence) breach of statutory duty or otherwise, to the Customer exceed 110% of the Charges paid for the Recording & Storage Solution in the 12 months prior to the date on which the claim or claims arose.

13.3 Subject to condition 13.5, under no circumstances shall the Company be liable in any event under or in connection with the Contract and whether in contract, tort (including negligence) or otherwise for any:

- 13.3.1 loss of revenue;
- 13.3.2 loss of business;
- 13.3.3 loss of contracts;
- 13.3.4 loss of, damage to or corruption of data;
- 13.3.5 loss of anticipated savings;
- 13.3.6 loss of profits; or
- 13.3.7 any indirect, consequential or special losses; whether or not the Company knew or ought to have known that such losses or damages might be incurred.

13.4 Neither party shall be liable to the other party for any breach of any provision of the Contract (whether in breach of contract, tort (including but not limited to negligence), or otherwise) caused by any reason outside the reasonable control or responsibility of that party including, without limitation, the failure of or unavailability of any mobile network, vandalism, accidental damage, any Act Of God, terrorist attacks, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, or other competent authorities.

13.5 Nothing in these Conditions excludes or restricts either party's liability for:

- 13.5.1 death or personal injury resulting from that party's negligence or its employee's negligence (while acting in the course of their employment);
- 13.5.2 any fraud, fraudulent misrepresentation or fraudulent misstatement;
- 13.5.3 any indemnity given under the Contract; and/or
- 13.5.4 for anything for which the parties cannot at law limit or exclude their liability.

13.6 The Customer agrees that any cause of action that it may have against the Company and/or any of its Group members (including, its (or their) affiliates, directors, officers, agents, consultants and employees) must commence within two years after the cause of action arose, otherwise, the Customer's cause of action is permanently barred.

14. CUSTOMER'S INDEMNITY

Without prejudice to any other rights of the Company, the Customer will indemnify, keep indemnified and hold harmless the Company from and against all costs (including without limitation the cost of enforcement (on a full indemnity basis)), liabilities, claims, damages, direct, indirect or consequential loss (all three of which include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), expenses and/or judgments which the Company suffers as a consequence of the Customer breaching or causing the Company to breach any Relevant Law or resulting from the Customer's breach of condition 4.3.

15 TERM, TERMINATION AND CONSEQUENCES

15.1 Subject to these Conditions, the provision of the Recording & Storage Solution will commence on the Connection Date and continue for the Minimum Term as set out in the Order Form.

15.2 Subject to condition 15.3, upon the expiry of the Minimum Term, or any anniversary thereafter (as applicable), the Contract will renew automatically for further periods of twelve months.

15.3 The Customer may terminate the Contract by giving ninety days' notice in writing to the Company, such notice to become effective no earlier than the day after the last day of the Minimum Term or upon each anniversary of such date thereafter where the term has been automatically renewed in accordance with condition 15.2 (as applicable).

15.4 Subject to condition 15.7 below, the Customer shall not be entitled to change or cancel an order or otherwise to terminate a Contract (once the order has been accepted by the Company) unless otherwise agreed in writing with the Company (and any implied right to terminate for convenience that the Customer may have under applicable law is hereby expressly excluded).

15.5 In the event of any termination by the Customer, the Customer shall indemnify the Company in full against all loss (including, but not limited to, all losses incurred by the Company as a result of the Customer terminating the Contract before the end of the Minimum Term or where the Contract has continued beyond the Minimum Term before the end of the relevant notice period, which will include a minimum payment to the Company of the amount of the Application Charges and Storage Charges that would

have been paid by the Customer had the Contract continued for the Minimum Term and/or the relevant notice period (as the case may be)), costs, damages, charges and expenses incurred by the Company as a result of such changes or termination.

15.6 Without prejudice to any other rights of the Company under these Conditions or otherwise, the Company shall be entitled at any time and for any reason whatsoever to terminate any Contract on the giving of not less than thirty days' written notice to the Customer, without further liability to the Customer. For the avoidance of doubt, in the event that the Company terminates a Contract under this condition 15.6, the Customer's liability to pay the Charges shall end on the date of termination of the relevant Contract and the Customer shall not be liable to pay for the Charges applicable for the remainder of any Minimum Term applicable in respect of that Contract.

15.7 A Contract may be terminated forthwith by either party by notice in writing if the other party materially breaches its obligations under these Conditions (including without limitation non-payment of charges due) and in the case of breaches which are capable of remedy such party fails to remedy such breach within fourteen days of written notice by the other party of what the breach is and requesting that the breach is remedied. Without prejudice to the generality of the foregoing, the Company shall be permitted to terminate the Contract forthwith on notice to the Customer in the event that the Customer is in material breach of any other contract under these Conditions (as in force from time to time) and which breach, if capable of remedy, has not been remedied within fourteen days of written notice by the Company of what the breach is and requesting that the breach is remedied.

15.8 Notwithstanding anything to the contrary expressed or implied in these Conditions, either party (without prejudice to its own rights) may terminate all Contracts forthwith in the event that a liquidator (other than for the purpose of solvent amalgamation or reconstruction) trustee in bankruptcy, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors, or other circumstances arise which entitle a court or creditor to appoint a receiver or administrator or to make a winding up order (save as in respect of a solvent reconstruction of such relevant party's group of companies).

15.9 Without prejudice to any other right of termination under these Conditions, the Company may terminate the Contract forthwith in the event that:

15.9.1 its right or the right of the relevant Carrier to provide the Recording & Storage Solution (or any part thereof) is withdrawn by any supplier to it or the Director General pursuant to the General Conditions or otherwise;

15.9.2 the Company is obliged to comply with an order, instruction or request of the Government, an emergency services organisation or other competent administrative authority;

15.9.3 the Company has reasonable grounds to believe that Recording & Storage Solution (or any part thereof) is being used fraudulently or unlawfully;

15.9.4 any licence under which the Customer has the right to run its telecommunications system and connect to the Recording & Storage Solution is revoked, amended or otherwise ceases to be valid; or

15.9.5 the Company or any member of its Group is entitled to terminate provision of any other telecommunications service under the terms of any other agreement with the Customer.

15.10 The Company shall make one copy of any Recordings held by the Company available for download by the Customer for a period of thirty days following the effective date of termination of the Contract. The Company reserves the right to charge and the Customer shall pay a data charge for the download of and transfer to the Customer of such Recordings. The Company shall be entitled to delete any such Recordings on or following the expiry of this thirty day period and shall have no liability to the Customer for any loss or damage suffered by it as a result of such deletion.

15.11 The termination or expiry of the Contract shall be without prejudice to any rights or liabilities which have accrued prior to such expiry or termination. Any provision of this Contract which expressly or by implication is intended to survive, shall survive the termination or expiry of the Contract.

16 INTELLECTUAL PROPERTY

16.1 Unless otherwise agreed between the parties, all Intellectual Property Rights in and to the Recording & Storage Solution belong, and shall belong, to the Company and/or its licensors.

16.2 The Customer shall, at the request and expense of the Company, take all such steps as reasonably required to assist the requesting party to maintain the validity and enforceability of its or its licensor's Intellectual Property Rights.

16.3 Without prejudice to the right of the Company or any third party to challenge the validity of its or its licensors' Intellectual Property Rights, the Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Company or its licensors and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

16.4 Other than a licence expressly granted under a Contract, neither party grants any licence of, right in or makes any assignment of any of its Intellectual Property Rights. In particular, except as expressly provided in a Contract, neither party shall have any rights in respect of any trade names or trade marks used by the other party or their associated goodwill, and each party hereby acknowledges that all such rights and goodwill shall inure for the benefit of and are (and shall remain) vested in, the other party.

17 CALL MONITORING

The Customer agrees that the Company may monitor and record calls made to or by the Company by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by the Company under this condition.

18 CONFIDENTIALITY AND USE OF CUSTOMER'S INFORMATION AND DATA FAIR PROCESSING NOTICE

18.1 The Company and the Customer will keep in confidence any information of the other (which in the case of the Customer will include without limitation the Recordings), whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law. The Customer and the Company will not, without the consent of the other, disclose such information to any person other than:

18.1.1 their employees, contractors or professional advisers who shall require the information in order for the Customer or the Company to fulfil its obligations under the Contract; or

18.1.2 in the case of the Customer, its users to the extent that they are required to use or access the Recording & Storage Solution.

18.2 Information shall not be treated as confidential if it is:

18.2.1 lawfully in the public domain; or

18.2.2 lawfully in the possession of the Customer or the Company before disclosure from the other has taken place; or

18.2.3 obtained from a third person who is entitled to disclose it; or

18.2.4 replicated independently by someone without access or knowledge of the information.

18.3 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information provided to the Customer by the Company in connection with the Contract the Customer will notify the Company immediately of the request and give the Company at least ten Business Days to make representations before releasing the requested information (save to extent otherwise required by law).

18.4 The Customer acknowledges and agrees that the Company may use Personal Data (as defined within the Data Protection Act 1998) and/or confidential information obtained from the Customer during or following the completion of the Order Form or as a result of the Customer's use of the Recording & Storage Solution or out of the provision of the Recording & Storage Solution for the following purposes:

18.4.1 administering the Customer's account (including sharing the information with the Customer's Group as required);

18.4.2 notifying the Customer of changes to the Recording & Storage Solution, including (without limitation and unless stated otherwise on the Order Form) contacting the Customer regarding potential and/or actual enhancements to or offers in relation to the Recording & Storage Solution;

18.4.3 enabling the Company to supply the Recording & Storage Solution to the Customer; and

18.4.4 for invoicing purposes.

18.5 The Company will not pass Personal Data obtained from the Customer to any third parties for marketing purposes but may send the Customer information about the Company's (or any member of its Group) own products and services which it considers may be of interest to the Customer, unless the Customer specifically requests in writing that the Company does not do so on the Order Form.

18.6 If the Customer wishes to have details of the credit reference or the fraud prevention agencies the Company uses to obtain information about the Customer, or receive a copy of the information the Company holds about them, it may do so by submitting a request in writing for a copy of the information to the Company's Data Controller at Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR, stating the Customer's full name, address, account number and phone number. The Company may charge a reasonable administration fee for providing such information.

18.7 The Customer warrants, undertakes and agrees that it will grant or procure from its employees and other personnel such consents to the use of Personal Data (referred to above) as may be necessary to enable the Company to use such data for the purposes described in this condition 18.

19 CHANGES TO THE CONDITIONS AND CONTRACT

19.1 The Company may change the Conditions at any time and will publish any change in line with condition 19.2.

19.2 The Company will publish any changes to the Conditions online at www.daisygroup.com (or at such other URL as the Customer is notified of by the Company from time to time) at least fourteen days before the change is to take effect.

19.3 The Company may, if requested by the Customer, provide additional services to be included within the Recording & Storage Solution under such additional terms and conditions as may be notified from time to time.

20 ANTI-BRIBERY

20.1 The Customer shall, and shall procure that its officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

20.1.1 comply with all applicable Anti-Bribery Laws;

20.1.2 not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;

20.1.3 comply with the Company's Ethics and Anti-bribery Policy (available at www.daisygroup.com/why-daisy/compliance/ or at such other URL as is notified to the Customer by the Company from time to time) as the Company may update them from time to time ("**Relevant Policies**");

20.1.4 have and shall maintain in place throughout the term of all Contracts its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Anti-Bribery Laws and the Relevant Policies, and will enforce them where appropriate;

20.1.5 not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;

20.1.6 not do or omit to do any act or thing which causes or may cause the Company and/or its Group to be in breach of and/or commit an offence under any Anti-Bribery Laws;

20.1.7 without prejudice to condition 20.1.16, not do or omit to do any act or thing which causes or may cause the Company or any member of the Company's Group to be guilty of an offence under section 7 Bribery Act (or would or may do so if the Company was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and

20.1.8 provide the Company and any member of the Company Group (at the Customer's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.

20.2 The Customer shall:

20.2.1 promptly report to the Company and any member of the Company's Group any request or demand for any financial or other advantage of any kind received in

connection with the performance of the Contract by it or by its officers, employees, agents or any other person who performs the services for or on behalf of it in connection with the Contract; and

20.2.2 upon request, certify in writing signed by a director of the Customer that the Customer has complied with all of its obligations under this condition 20. The Customer shall provide such supporting evidence of compliance as Company or any member of the Company's Group may reasonably request.

20.3 The Customer warrants to the Company and all members of the Company's Group that it has not, and its officers, employees, agents and any other persons who perform the services for or on behalf of it in connection with the Contract have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 Bribery Act; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of this Contract.

20.4 The Company and/or any member of the Company's Group may terminate the Contract immediately if the Customer is in breach of any of its obligations under this condition 20 or if the Company or any member of the Company's Group has reasonable cause to believe that such a breach has occurred or may occur. If the Company or any member of the Company's Group terminates the Contract in accordance with this condition 20.4, the Customer shall not be entitled to claim any compensation or any further remuneration from the Company or any member of the Company's Group.

21 GENERAL

21.1 No forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be regarded as a waiver of any of these Conditions.

21.2 The Contract (including in relation to non-contractual matters) shall be governed by and construed in all respects in accordance with English law and the Customer hereby submits for all purposes of and in connection with the Contract to the exclusive jurisdiction of the English Courts (including in relation to non-contractual disputes).

21.3 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else and no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21.4 Any notice, invoice or other document which may be given by either party under the Contract shall be in writing (except as provided otherwise) sent for the attention of the relevant person, and to the address or fax number, given on the Order Form (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or if earlier upon receipt and, if deemed receipt under this condition 21.4 is not within Normal Working Hours, at 9.00 am on the first Business Day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

21.5 Any director or representative of the Customer who signs on behalf of the Customer will be deemed an authorised signatory and thereby the Company shall be entitled to rely on such signatory as binding the Customer to the obligations set out in these Conditions in all respects.

21.6 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21.7 The Company 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 Contract without the consent of the Customer however, the Customer shall, if the Company requires, execute such deeds and/or documents as may be necessary or required by the Company to give effect to any such dealing in such rights and/or obligations.

21.8 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

21.9 The Customer shall not, without the prior written consent of the Company, at any time from the date of the Contract to the expiry of six months after the termination or expiry of the Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from the Company, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Customer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of the Company in the provision of the Recording & Storage Solution to the Customer. Any consent given by the Company in accordance with this condition 21.9 shall be subject to the Customer paying to the Company a sum equivalent to twenty per cent of the then current annual remuneration of the Company's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

21.10 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Company in connection with the Recording & Storage Solution.

21.11 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

21.12 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, that provision will apply with whatever minimum modification is necessary to make it valid, enforceable and legal whilst still giving effect to the commercial intention of the parties.

21.13 Save where the context otherwise requires, in these Conditions a reference to a "person" shall include a company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership, as well as a natural person (as appropriate).

21.14 Except with the prior written consent of the other party, neither party shall:

21.14.1 make any public statement about the Recording & Storage Solution or otherwise publicise the Contract or any information relating to it; or

21.14.2 use any trademarks or identifying logos owned or licensed to any member of the other party in any manner.

21.15 Nothing in the Contract is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party. No party shall hold out any other party as its partner or joint venturer. Except, and to the extent, that the Contract expressly states otherwise, no party may incur any expenses or negotiate on behalf of any other party or commit any other party in any way to any person without that other party's prior written consent.

21.16 Each party shall do and execute, or arrange and procure for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of the Contract.

21.17 The Contract may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.