MODULATION TELECOM LIMITED - B2C NETWORK SERVICE AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions apply to Consumers acting for purposes wholly or mainly outside their trade, business, craft or profession.

1. **INTERPRETATION**

1.1. Agreement means the Network Service Agreement together with these Terms and Conditions.

1.2. Consumer / Customer means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

1.3. Company means Modulation Telecom Limited trading as Modutel, with company number 11872942, who's registered office is at Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN.

1.4. Equipment means any equipment supplied or installed in connection with the Service.

1.5. Service means the network telecommunications services supplied under the Agreement.

1.6. Minimum Term means the minimum contractual period stated in the Agreement.

2. **SUPPLY OF SERVICE**

2.1. The Company shall supply the Service with reasonable skill and care

2.2. Service availability is dependent on third-party networks and infrastructure.

2.3. The Company may modify the Service for technical, operational, or regulatory reasons.

3. **CHARGES AND PAYMENT**

3.1. Charges are as set out in the Agreement or applicable tariff.

3.2. Invoices are issued monthly unless otherwise agreed.

3.3. Payment is due within fourteen (14) days of the invoice date by Direct Debit unless otherwise agreed or stated on the invoice.

3.4. VAT is payable in addition where applicable.

3.5. The Company may charge interest on overdue sums at a reasonable rate, which shall not exceed the statutory rate applicable to consumer contracts.

4. COOLING-OFF PERIOD

4.1. The Consumer has a statutory right to cancel this Agreement within fourteen (14) days of the start date in accordance with the Consumer Contracts Regulations.

5. FEES

5.1. Where any invoice remains unpaid after the due date, the Company may apply a late payment administration fee of £10.00.

5.2. Where a Direct Debit payment is returned unpaid by the Consumer's bank, the Company may apply a Direct Debit failure administration fee of £10.00 per failed payment.

5.3. These fees relate to separate administrative events and may both be applied where applicable.

6. ACCEPTABLE USE

6.1. The Customer shall not use, and shall ensure that the Service is not used:

6.1.1. for any unlawful, fraudulent or improper purpose;

6.1.2. in a manner that interferes with or disrupts the Network or any third-party network;

6.1.3. in breach of any applicable law or regulation;

6.1.4. to resell or provide the Service to any third party without the Company's prior written consent.

6.2. The Company may treat any breach of this clause as misuse for the purposes of suspension or termination.

7. SUSPENSION

7.1. The Company may suspend the Service where payment is overdue, the Service is misused, or continued provision risks network integrity. The Company will take reasonable steps to notify the Consumer before suspension unless immediate suspension is required.

7.2. Reinstatement following suspension due to Consumer default may be subject to a reasonable administration fee of £25.00 per service.

8. TERM AND TERMINATION

8.1. The Agreement shall continue for the Minimum Term stated.

8.2. The Company may terminate immediately for material breach or insolvency.

8.3. The Consumer may terminate the Agreement at any time by giving thirty (30) days' notice.

8.4. Where the Company terminates the Agreement due to the Consumer's breach (including non-payment), the Consumer shall be liable to pay:

8.4.1. all charges due up to the date of termination; and

8.4.2. an early termination charge reflecting the remaining Minimum Term, calculated on a proportionate basis.

9. **EARLY TERMINATION**

9.1. Where the Consumer terminates during the Minimum Term, the Consumer shall pay:

9.1.1. all charges due up to termination; and

9.1.2. a proportionate early termination charge reflecting the remaining Minimum Term.

10. **EQUIPMENT**

10.1. Title to Equipment remains with the Company unless otherwise agreed.

10.2. The Consumer shall take reasonable care of any Equipment supplied.

10.3. Equipment must be returned upon termination if required.

11. **LIABILITY**

11.1. The Company is responsible for foreseeable loss or damage caused by breach of this Agreement or by failure to exercise reasonable care and skill.

11.2. The Company shall not be liable for loss or damage caused by events beyond its reasonable control.

12. **ASSIGNMENT**

12.1. The Company may assign this Agreement provided that doing so does not reduce the Consumer's rights under these Terms.

12.2. The Consumer may not transfer this Agreement to another person without the Company's prior written consent, which shall not be unreasonably withheld.

13. **FORCE MAJEURE**

13.1. The Company shall not be liable for any delay or failure to perform its obligations under the Agreement where such delay or failure results from events beyond its reasonable control, including but not limited to acts of God, flood, fire, war, terrorism, civil disturbance, industrial disputes, governmental action, failure of third-party networks or utilities, or failure of suppliers.

13.2. Where a Force Majeure event continues for a period of more than thirty (30) days, either party may terminate the Agreement by giving written notice to the other.

14. DATA PROTECTION

14.1. Each party shall comply with applicable data protection legislation.

15. NOTICES

15.1. Any notice given under the Agreement shall be in writing and may be delivered by hand, sent by pre-paid first-class post, or sent by email.

15.2. Notices shall be deemed received:

15.2.1. if delivered by hand, at the time of delivery;

15.2.2. if sent by post, two (2) Business Days after posting;

15.2.3. if sent by email, at the time of transmission provided no delivery failure notice is received.

15.3. Nothing in these Terms and Conditions shall affect the Consumer's statutory rights.

16. ENTIRE AGREEMENT

16.1. The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations or communications, whether written or oral, relating to its subject matter.

16.2. Each party acknowledges that it has not relied on any statement, representation or warranty not expressly set out in the Agreement.

17. WAIVER

17.1. No failure or delay by the Company to exercise any right or remedy shall constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

18. VARIATION

18.1. The Company may change these Terms and Conditions (including the charges) by publishing details of such changes on the Company website (www.modutel.co.uk) or otherwise notifying the Consumer at least two weeks before the change is to take effect.

18.2. Where a change is materially detrimental to the Consumer, the Consumer may terminate the Agreement without penalty by giving notice within thirty (30) days of the change taking effect. This does not apply to price increases carried out in accordance with clause 18.3.

18.3. Prices will increase each year by up to CPI + 2%. We may apply a lower increase, including no increase, at our discretion. While prices may increase, we do not align our increases with standard industry levels and instead aim to apply lower increases, typically around 2%, where possible, taking into account our underlying costs. This increase forms part of the Agreement and will not usually give you the right to end your contract, except where required by law.

19. GOVERNING LAW

19.1. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.