

CAMBRIAN CONNECT LIMITED

General Terms and Conditions

These General Terms and Conditions are the terms on which Cambrian will supply Goods and Services to you, the Customer. Please read these terms and conditions carefully before you submit your Order to Cambrian. These terms tell you who we are, how we will provide the Goods and Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. To be read in conjunction with any other service specific Terms and Conditions.

1 Contract structure and contracting entity

1.1 The Contract shall comprise of:

- 1.1.1 the Order;
- 1.1.2 the Schedules (if any);
- 1.1.3 these Conditions; and
- 1.1.4 where applicable, the Price Guide.

If there is any conflict between the documents listed above, the document higher in the list shall take precedence.

2 Interpretation

2.1 Definitions

In these terms and conditions, the following definitions apply:

Applicable Law the laws of England and Wales and any other laws and regulations that apply to providing or receiving the Service;

Broadband Service a broadband Service provided by Cambrian to the Customer to access the internet using the Network;

Business Day a day other than a Saturday, Sunday or public holiday (in England);

Cambrian Cambrian Connect Limited (Company No. **12430665**) whose registered office is 168 City Road, Cardiff, Wales, CF24 3JE;

Cancellation Charges a sum equal to all costs incurred by Cambrian in order to get ready to provide the Service, including cancellation charges from Cambrian's subcontractors or suppliers or other costs payable to a third party;

Charges the fees and charges payable to Cambrian in relation to the Service as set out in the Order, Schedule and/or Price Guide;

Claim any legal claims, actions or proceedings against a party to this Contract, whether threatened or actual, whether by a third party or the other party to this Contract;

Conditions the terms and conditions set out herein;

Contract agreement between Cambrian and the Customer as set out in clause 1.1;

Customer the party Cambrian contracts with to provide the Service;

Effective Date except where Cambrian specifies otherwise, the date the Customer accepts Cambrian's offer to enter into the Contract, as may be further described in an order confirmation email;

Estimated Go-Live Date the date Cambrian estimates that delivery of the Service is due to start;

Go-Live Date the date Cambrian first makes the Service available to the Customer;

Goods the equipment detailed on the Order Form which is intended for use with the Service and/or Third Party Software;

Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Minimum Term the period of months or years beginning on the Go-Live Date, as set out in the Order, Schedule and/or Price Guide;

Network the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators;

Order any order or part of an Order and/or Order Form from the Customer for the Service that is accepted by Cambrian;

Price Guide the price guide relating to the Service, which may be available at <https://www.cambrianconnect.co.uk> (or any other format/address that Cambrian advises the Customer of);

Privacy Policy Cambrian's privacy policy (as amended from time to time) at <https://www.cambrianconnect.co.uk/info/privacy-policy> or any other format/address that Cambrian advises the Customer of);

Schedule any document supplied by Cambrian that sets out the specific terms that apply to a Service and which is clearly marked as forming part of the Contract, excluding any proposal or other marketing material;

Service the service provided by Cambrian under the Contract, which may include part of a Service, provision of a Service to a Site, and/or Goods;

Site a place at or to which the Service is to be supplied, as identified in an Order;

Software any software and related documentation that Cambrian provides to the Customer as part of the Service, including any embedded software but excluding software licensed under an open source licence;

Telephone Service a Service provided by Cambrian to enable the Customer to make and receive calls over the Network;

Termination Charges the aggregate of:

- (a) the charges for any Service (or part thereof) supplied but for which no invoice has yet been submitted;
- (b) the fixed monthly charges due to the end of the Minimum Term; and
- (c) if the Customer has paid a reduced charge, or no charge, for certain Goods or installation/connection services and the relevant Service ends before the end of the Minimum Period, the full price for the Goods and installation/connection services, excluding any discounts;

Third Party Operator the operator of any Network or provider of any electronic communications services over or through which Cambrian may provide a Service;

Third Party Software third party software licensed under and subject to the terms of any end user license agreement (including shrink-wrap or click-through software licenses) or open source license provided with it, as detailed in an Order or Schedule, which may include software which is (i) embedded in an item of equipment supplied by Cambrian, or (ii) provided by Cambrian and downloaded to any item of Customer equipment; and

User any person the Customer allows to use the Service.

3 Information about Cambrian and how to contact us

3.1 Cambrian Connect Limited is a limited company registered in England and Wales with Company No. **12430665** whose registered office is 168 City Road, Cardiff, Wales, CF24 3JE.

3.2 The Customer can contact Cambrian by telephoning the Cambrian customer service team on 01633 357260 or by writing to support@cambrianconnect.co.uk or Customer Services, Cambrian Connect Ltd, GCell Building, Imperial Way, Newport NP0 8AS.

3.3 If Cambrian has to contact the Customer, it shall do so by telephone or by writing to the email address or postal address provided by the Customer and set out in the Order.

4 Right to cancel this contract

4.1 The Customer has the right to cancel this Contract within 14 days without giving any reason.

4.2 The cancellation period will expire 14 days after the latest of:

- 4.2.1 the day after the day the Goods are delivered to the Customer;
- 4.2.2 the date the Services commence; or
- 4.2.3 the date Cambrian accepts the Customer's Order.

4.3 To exercise the right to cancel, the Customer must inform Cambrian of their decision to cancel the Contract by a clear statement (e.g. a letter sent by post or email). The Customer can use the model cancellation form set out at the end of these Conditions, but it is not obligatory.

4.4 To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning the exercise of their right to cancel before the cancellation period has expired.

4.5 If the Customer cancels the Contract, Cambrian will reimburse the Customer for all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer has chosen a type of delivery other than the least expensive type of standard delivery offered by Cambrian).

4.6 Cambrian may make a deduction from the reimbursement:

- 4.6.1 for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Customer; and
- 4.6.2 an amount for the supply of the Services for the period for which it was supplied, ending with the time the Customer advised Cambrian to cancel the Contract. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

4.7 Cambrian will make the reimbursement without undue delay, and not later than:

- 4.7.1 14 days after the day Cambrian receives back from the Customer any Goods supplied; or
- 4.7.2 (if earlier) 14 days after the day the Customer provides evidence that they have returned the Goods; or
- 4.7.3 if there were no Goods supplied, 14 days after the day on which Cambrian is informed about the Customer's decision to cancel the Contract.

4.8 Cambrian will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

4.9 If the Customer has received Goods:

- 4.9.1 the Customer shall send back the Goods to Cambrian, without undue delay and in any event not later than 14 days from the day on which the Customer communicates their cancellation of the Contract to Cambrian; and
- 4.9.2 the Customer shall bear the direct cost of returning the Goods to Cambrian.

- 5 Cambrian obligations**
- 5.1 Cambrian will:
- 5.1.1 provide the Estimated Go-Live Date and use reasonable endeavours to meet such date. Activation on a specific date is not guaranteed and Cambrian will have no liability in respect of any failure to commence the supply of a Service by any given date;
- 5.1.2 provide the Service in accordance with the Schedule (if any) and with the care and skill that would reasonably be expected in the circumstances. Cambrian shall take steps to ensure the Service is reasonably fault free and reasonably uninterrupted, but it is not a condition of the Contract, nor does Cambrian warrant or guarantee, that the Service will be uninterrupted, secure or error-free;
- 5.1.3 comply with Applicable Law;
- 5.1.4 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if it is legally required to; and
- 5.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.
- 5.2 Cambrian may change the Service (including the introduction or removal of features or replacement of the Service with an equivalent Service) at any time:
- 5.2.1 to comply with Applicable Law or other safety requirement; and/or
- 5.2.2 for any other reason provided the change does not materially adversely affect the nature or quality of the Service.
- 5.3 Cambrian is not responsible for delays outside of its control. If the delivery of the Services are delayed by an event outside of Cambrian's control, Cambrian will contact the Customer as soon as possible to let the Customer know and Cambrian will take steps to minimise the effect of the delay. Provided that Cambrian does this, Cambrian will not be liable for delays caused by the event, but if there is a risk of substantial delay the Customer may contact Cambrian to end the Contract and receive a refund for any Services the Customer has paid for but not received.
- 6 Customer obligations**
- The Customer will:
- 6.1 co-operate with Cambrian in all matters relating to the Service;
- 6.2 follow all reasonable instructions from Cambrian or any of Cambrian's subcontractors or suppliers from time to time in connection with the Service, including preparation activities that may be required to enable the Customer to receive the Service promptly or otherwise in accordance with the Contract;
- 6.3 provide Cambrian with such information and materials as Cambrian may reasonably require to supply the Service;
- 6.4 authorise Cambrian to act on its behalf in all dealings with third parties in connection with any matter that enables Cambrian to provide or continue to provide the Customer with the Service;
- 6.5 not resell the Service;
- 6.6 comply with, and procure that all Users comply with the terms of the Contract;
- 6.7 ensure that any hardware and software used by the Customer (and not provided by Cambrian as part of the Service) is properly installed, fit for purpose, properly licensed and compatible with the Service;
- 6.8 keep all usernames, passwords and other security information secure (and change these and comply with such other directions as Cambrian considers necessary or desirable for security purposes);
- 6.9 notify Cambrian as soon as possible of any unauthorised access to the Customer's account or security details;
- 6.10 where applicable to the Service, and where the Customer is moving from another service provider, obtain and supply to Cambrian a migration authorisation code;
- 6.11 where applicable to the Service, get and maintain all consents, licences, permissions and authorisations required for Cambrian to provide the Service to a Site, including for:
- 6.11.1 making alterations to buildings;
- 6.11.2 getting into property;
- 6.11.3 dealing with local authorities, landlords or owners;
- 6.11.4 installing Goods; and
- 6.11.5 using the Service over the Customer's network or at a Site;
- 6.12 not use the Service:
- 6.12.1 for any business purpose;
- 6.12.2 for any purpose that may be offensive, abusive, a nuisance, illegal, or fraudulent; or
- 6.12.3 for the transmission of material that contains software viruses or any other disabling or damaging programs;
- 6.13 not do anything that causes the Network to be impaired or damaged or which may interfere with other users' use of the Network or of any part of the Service; and
- 6.14 not use the Service in a way which is inconsistent with good faith practice to Cambrian's detriment.
- 7 Suspension of Service**
- 7.1 Cambrian may restrict or suspend any Service:
- 7.1.1 for any maintenance, modification, or technical failure of the Network or Service;
- 7.1.2 to implement a change under clause 5.2;
- 7.1.3 to safeguard the security and integrity of the Network;
- 7.1.4 for any breach of the Customer's obligations under this Contract, including clauses 6 and 8.
- 7.2 Cambrian shall keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions.
- 7.3 If Cambrian restricts or suspends the Service pursuant to clauses 7.1.4:
- 7.3.1 the Customer will continue to be liable to pay the Charges for the Service until the Service ends; and
- 7.3.2 Cambrian may charge the Customer to start the Service again.
- 8 Charges and payment**
- 8.1 The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else.
- 8.2 Cambrian will invoice, and the Customer will pay, in pounds sterling.
- 8.3 Cambrian will work out the Charges based on details that Cambrian records or that are recorded for Cambrian.
- 8.4 If Cambrian issues an invoice online, it will notify the Customer by email.
- 8.5 Unless the Customer is disputing an invoice under clause 8.11, the Customer will pay each invoice from Cambrian within the number of days set out in the Schedule or Order (of if no such number is so set out then within 14 days) from the date on it. The Customer will pay the full amount in cleared funds into Cambrian's bank account.
- 8.6 The Customer will pay all Charges by Direct Debit, unless Cambrian agrees otherwise.
- 8.7 Cambrian may with the Customer's permission credit assess the Customer from time to time to determine the credit limit on the Customer's account. The Customer will provide Cambrian with any information it reasonably requires for this. If Cambrian is not satisfied as to the creditworthiness of the Customer it may:
- 8.7.1 notify the Customer that no further credit will be allowed;
- 8.7.2 require all Charges owing by the Customer to Cambrian to be paid immediately;
- 8.7.3 require the Customer to pay Charges in advance;
- 8.7.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
- 8.7.5 require the Customer to pay a deposit.
- 8.8 Unless stated otherwise in an Order, the Charges are inclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature and all other taxes and charges in respect of the Service.
- 8.9 If the Customer does not pay an invoice by the date it is due and is not disputing the invoice in accordance with clause 8.11, Cambrian may:
- 8.9.1 charge the Customer interest on the unpaid amount at the rate of 3% per annum above the then current Bank of England base rate accruing on a daily basis from the date payment was due until the date of actual payment, whether before or after judgment, and compounding quarterly;
- 8.9.2 restrict or suspend the Service as set out in clause 7;
- 8.9.3 cancel any outstanding Order; and
- 8.9.4 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Cambrian (if any).
- 8.10 The Customer will pay any reasonable costs that Cambrian incurs when recovering any amount the Customer owes to Cambrian, including debt collection agency and legal costs.
- 8.11 In the event that the Customer disputes the amount of an invoice:
- 8.11.1 the Customer shall pay any undisputed portion of the invoice in accordance with clause 8.5;
- 8.11.2 the Customer shall write to Cambrian within 10 Business Days of the date of the invoice providing details of:
- (a) the nature and reason for the dispute;
- (b) the amount in dispute; and
- (c) any evidence to support the disputed amount;
- 8.11.3 if Cambrian can demonstrate that the invoice is correct Cambrian shall be entitled to make a charge in accordance with clause 8.9.1; and
- 8.11.4 if Cambrian determines that the disputed invoice is incorrect Cambrian shall issue a corrected invoice and/or apply the relevant credit to the Customer's account.
- 9 Specific provisions – Broadband Service**
- 9.1 Upon activation of a Broadband Service, the Customer accepts it may experience a temporary loss of its existing line.
- 9.2 To prevent spam from entering and affecting the operation of the Network and Broadband Service, Cambrian or a Third Party Operator may:
- 9.2.1 take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature or part of a bulk e-mail transmission; and
- 9.2.2 use within its systems virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments, but Cambrian does not provide any assurances that such technology will be effective against all virus attacks or unsolicited e-mails.

10 Specific provisions – Telephone Service

- 10.1 The Customer shall have no title to or interest in any telephone number or IP address provided by Cambrian, and Cambrian may modify or withdraw any telephone number or IP address at any time on providing notice to the Customer.
- 10.2 Cambrian cannot guarantee the correct function of any service not provided by Cambrian but which operates across a Telephone Service.
- 10.3 The Customer acknowledges that the Telephone Service is not immune to fraudulent or unauthorised intrusion or use (including interconnection to long distance networks, computer viruses and other malicious code).

11 Goods – ordering and delivery

- 11.1 Cambrian reserves the right to amend the specification or model of any of the Goods if required by any applicable statutory or regulatory requirements, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the date of the Order and the time of despatch. Cambrian will endeavour to ensure that any such substituted Goods will be of equal or better quality.
- 11.2 During the order process Cambrian will let the Customer know when the Goods will be delivered to the Customer. Cambrian will deliver the Goods as soon as reasonably possible and in any event within 30 days after the day Cambrian accepts the Order.
- 11.3 Delivery of the Goods shall be completed on the arrival of the Goods at the relevant Site or other address agreed by Cambrian.
- 11.4 The Customer is under a duty to inspect the Goods on delivery.
- 11.5 Subject to clause 11.6, delays in the delivery of Goods shall not entitle the Customer to:
- 11.5.1 refuse to take delivery of the Goods; or
- 11.5.2 claim damages.
- 11.6 Cambrian is not responsible for delays outside of its control. If the delivery of the Goods or Services are delayed by an event outside of Cambrian's control, Cambrian will contact the Customer as soon as possible to let the Customer know and Cambrian will take steps to minimise the effect of the delay. Provided that Cambrian does this, Cambrian will not be liable for delays caused by the event, but if there is a risk of substantial delay the Customer may contact Cambrian to end the Contract and receive a refund for any Goods the Customer has paid for but not received.
- 11.7 Cambrian shall have no liability for any failure to deliver, or delay in delivering, the Goods to the extent that any failure is caused by the Customer's failure to provide Cambrian with adequate delivery instructions for the Goods or the Customer's failure to comply with any reasonable instruction related to the delivery of the Goods.
- 11.8 If the Customer fails to take delivery of the Goods within 3 Business Days of Cambrian notifying the Customer that the Goods are ready and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the date quoted for delivery:
- 11.8.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the fourth Business Day following the day on which Cambrian notified the Customer that the Goods were ready; and
- 11.8.2 Cambrian shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 11.9 If 5 Business Days after Cambrian notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Cambrian may resell or otherwise dispose of part or all of the Goods.

12 Goods – warranties, replacements and returns

- 12.1 The Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (**Manufacturer's Warranty**). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).
- 12.2 Where Goods supplied to the Customer are or become faulty during the Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions or misuse):
- 12.2.1 The Customer should report the fault to the Cambrian Support Team on 01633 357260 or by email to support@cambrianconnect.co.uk;
- 12.2.2 The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Cambrian at the Customer's cost and risk by such post or courier service as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Cambrian Limited, Distribution Centre, Unit 2 Fulcrum 4, Solent Way, Whiteley, Hampshire, PO15 7FT (or as otherwise directed by Cambrian).
- 12.2.3 Cambrian shall inspect the returned Goods and may return them to the manufacturer.
- 12.2.4 Cambrian may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:
- (a) provide replacement Goods (subject to clause 12.3); or
- (b) refund such sum as Cambrian reasonably considers to be the current market value of the faulty Goods.
- 12.3 The Customer acknowledges that, where it is determined (either by Cambrian acting reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty, the Customer remains liable for any sums outstanding in respect of such Goods and:
- 12.3.1 where the faulty Goods can be repaired:

- (a) the Customer shall return to Cambrian any replacement Goods supplied pursuant to clause 12.2.4 (at the Customer's cost and risk) or pay Cambrian the full cost of such replacement Goods; and
- (b) at the Customer's option, Cambrian shall either (i) repair the faulty Goods and the Customer shall pay the cost of repair or (ii) return the faulty Goods to the Customer at the Customer's cost and risk;

- 12.3.2 where the faulty Goods cannot be repaired, the Customer shall pay Cambrian the full cost of any replacement Goods supplied pursuant to clause 12.2.4(a).
- 12.4 The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Cambrian and the Customer agrees that Cambrian will not be liable if any such data is lost or corrupted during any process set out in clauses 12.2 and 12.3.
- 12.5 Notwithstanding the foregoing provisions of this clause 12, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.

13 Ownership of Goods

- 13.1 The Goods will be the Customer's responsibility from the time Cambrian delivers the Goods to the Site or such other delivery address agreed in accordance with clause 11.3.
- 13.2 The Customer will not own the Goods until Cambrian receives full payment for the Goods.
- 13.3 In respect of Goods which Cambrian has discounted (in whole or in part), the Customer shall not own the Goods until Cambrian has received payment in full of all sums due from the Customer for the Minimum Term.
- 13.4 Until the Customer owns the Goods the Customer shall:
- 13.4.1 maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide;
- 13.4.2 keep them insured against all risks for their full replacement value from the date of delivery; and
- 13.4.3 give Cambrian such information relating to the Goods as Cambrian may require from time to time.

14 Limit on Cambrian's responsibility to the Customer

- Except for any legal responsibility that Cambrian cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of the Customer's personal information, Cambrian is not legally responsible for:
- 14.1 Losses that were not foreseeable to the Customer and Cambrian when the Contract was formed;
- 14.2 losses that were not caused by any breach by Cambrian of the Contract;
- 14.3 business losses; and
- 14.4 losses to non-consumers.

15 Term

- The Contract shall commence on the Effective Date and shall continue unless it is cancelled in accordance with clause 4 until:
- 15.1 Cambrian is no longer providing any Services to the Customer and there are no outstanding Orders; or
- 15.2 terminated pursuant to clause 16 or clause 17.

16 Customer rights to end the Contract

- 16.1 The Customer can cancel an Order by giving Cambrian notice in writing, provided that such notice is received (or deemed received) by Cambrian before the Go-Live Date.
- 16.2 The Customer may end the Contract if:
- 16.2.1 Cambrian has advised the Customer about an upcoming change to the Goods or these Conditions which the Customer does not agree with;
- 16.2.2 Cambrian has advised the Customer about an error in the price or description of the Goods and/or Services the Customer has ordered and the Customer does not wish to proceed;
- 16.2.3 there is a risk that the supply of the Goods may be significantly delayed because of events outside Cambrian's control; or
- 16.2.4 the Customer has a legal right to end the Contract because of something Cambrian has done wrong.
- 16.3 The Customer may end the Contract at any time by giving:
- 16.3.1 at least 90 days' notice in writing in respect of any Service based on ethernet, DIA, EFM or EFTTC; and
- 16.3.2 at least 30 days' notice in writing for any other Service.

17 Cambrian rights to end the Contract

- 17.1 Cambrian may terminate the Contract in whole or part with immediate effect by giving written notice to the Customer where Cambrian has suspended the Service under clause 7.1.4.
- 17.2 Cambrian may end the contract at any time by writing to the Customer if:
- 17.2.1 the Customer does not make any payment to Cambrian when it is due and the Customer does not make payment within 10 days of Cambrian reminding the Customer that payment is due;
- 17.2.2 the Customer does not, within a reasonable time, provide Cambrian with information that is necessary for Cambrian to provide the Goods and/or Services; or

- 17.2.3 the Customer does not, within a reasonable time, allow Cambrian to deliver the Goods to the Customer.
- 18 Consequences of termination**
- 18.1 Where more than one Service is provided under the Contract and the Contract is not terminated in whole, the Contract shall only terminate in respect of the terminated Service and shall continue in respect of any continuing Service.
- 18.2 If the Customer terminates the Contract, the Service or any Order using its rights set out in clause 16.3, the Customer will pay Cambrian:
- 18.2.1 the Termination Charges (unless the Customer terminates pursuant to clause 19.3, in which case no Termination Charges will be payable); and
- 18.2.2 all Charges for Services that are or would have been performed during the notice period set out in clause 16.3.
- 18.3 If Cambrian terminates the Contract, the Service or any Order using its rights set out in clause 17, the Customer will pay Cambrian the Termination Charges.
- 18.4 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
- 18.4.1 the Customer will immediately pay Cambrian any money and interest that is due up to the date of termination;
- 18.4.2 where any Goods are to be returned to Cambrian, the Customer shall upon request promptly (and in any case within 14 days of Cambrian's written request) pay to Cambrian a handling fee in respect of each unit of Goods;
- 18.4.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 18.4.4 the following clauses shall continue in force: clause 2 (Interpretation), clause 14 (Limit on Cambrian's responsibility to the Customer), clause 18 (Consequences of termination), clause 21 (Intellectual property), clause 22 (Data protection), clause 23.4 (Waiver), and clause 23.7 (Governing law and jurisdiction).
- 19 Changes to the Contract**
- 19.1 The provisions in this clause 19 are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 19.2 Cambrian may amend the Contract (including the Charges) at any time by either:
- 19.2.1 publishing the amendment online at [and/or https://cambrianconnect.co.uk](https://cambrianconnect.co.uk) (or any other online address that Cambrian advises the Customer of); and/or
- 19.2.2 by giving notice in writing to the Customer by post and/or e-mail,
- for amendments that cause the Customer material detriment, at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.
- 19.3 In respect of a Broadband Service or Telephone Service only, if Cambrian makes any amendment to the Contract that causes the Customer material detriment, if the Customer chooses to terminate under clause 16 within:
- 19.3.1 60 days of the date of notification if Cambrian has only published the amendment online under clause 19.2.1; or
- 19.3.2 30 days of the date of the notice if Cambrian has given the Customer notice under clause 19.2.2,
- the Customer will not have to pay any Termination Charges, save that Cambrian may charge the Customer the full price for Goods and installation/connection services which were provided at a reduced charge or no charge.
- 19.4 Cambrian may amend the Charges in April of each year, by introducing an increase to all or any Charges by an amount up to or equal to the UK Retail Price Index (RPI) "All Items" rate published by the Office for National Statistics (or by any other body to which the functions of that office may be transferred) in January of that year plus up to or equal to an additional 3%. If the RPI rate is a decrease, Charges will not be reduced and if that index is not published for the given month, Cambrian may use a substituted index or index figures published by that office for that month. For the avoidance of doubt, an increase to the Charges under this clause 19.4 shall not be an amendment to the Contract that causes the Customer material detriment so the provisions of clause 19.3 shall not apply.
- 19.5 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20 Complaints**
- If the Customer wishes to make a complaint about the Service, the Customer must follow the Cambrian Complaints Procedure at <https://cambrianconnect.co.uk> or any other online address that Cambrian advises the Customer of).
- 21 Intellectual property**
- 21.1 Intellectual Property Rights in or arising out of the Service will be owned by Cambrian save to the extent that any of them contain Intellectual Property Rights owned by third parties.
- 21.2 If Cambrian provides Software so the Customer can use the Service, Cambrian gives the Customer a non-transferable, non-exclusive licence to use the Software only for the purposes and in the manner set out in the Contract, and for the period during
- which Cambrian provides the relevant Service. The Customer will comply with any third party terms that apply to the use of the Software.
- 21.3 The Customer will not and will ensure that its Users do not, copy, decompile, modify or reverse engineer any Software, or allow any third party to do so, except with Cambrian's prior written consent.
- 21.4 If the Customer's use of the Service infringes, or allegedly infringes, a third party's Intellectual Property Rights, Cambrian will indemnify the Customer for Claims, losses, costs or liabilities brought against it provided the Customer:
- 21.4.1 notifies Cambrian promptly about the Claim;
- 21.4.2 allows Cambrian to conduct all negotiations and proceedings and to settle the Claim;
- 21.4.3 provides Cambrian with its reasonable assistance regarding the Claim; and
- 21.4.4 does not attempt to settle the Claim or make any admission or public statement relating to it, or do anything that may harm Cambrian's defence of it.
- 21.5 The indemnity in clause 21.4 will not apply to any part of a Claim that results from or is connected with:
- 21.5.1 the Customer's use of the Service with equipment, software or another service not supplied by Cambrian;
- 21.5.2 any modification of the Service, other than by or on behalf of Cambrian;
- 21.5.3 any content, designs or specifications that have not been supplied by or on behalf of Cambrian; or
- 21.5.4 the Customer using the Service in a way not agreed in writing by Cambrian.
- 21.6 If using the Service leads, or is likely (in Cambrian's reasonable opinion) to lead, to a Claim against the Customer as described in clause 21.4, Cambrian may (at its own expense):
- 21.6.1 procure the right to continue the Customer's use of the Service; or
- 21.6.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Service is not materially affected.
- 22 Data protection**
- 22.1 The Customer's privacy and personal information are important to Cambrian. Any personal information that the Customer provides to Cambrian will be dealt with in line with Cambrian's Privacy Policy, which explains what personal information Cambrian collects, how and why Cambrian collects, stores, uses and shares such information, the Customers' rights in relation to their personal information and how to contact Cambrian and any supervisory authorities if the Customer has a query or complaint about the use of the personal information.
- 22.2 Cambrian's Privacy Policy (as amended from time to time) is available at <https://cambrianconnect.co.uk> (or any other online address that Cambrian advises the Customer of).
- 23 General**
- 23.1 Assignment and other dealings**
- 23.2 Cambrian may at any time assign its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 23.3 The Customer shall not, without the prior written consent of Cambrian, assign any of its rights or obligations under the Contract
- 23.4 **Waiver**
- Even if Cambrian delays in enforcing the Contract, Cambrian can still enforce it later. If Cambrian does not insist immediately that the Customer does anything that is required under these terms, or if Cambrian delays in taking steps against the Customer in respect of the Customer breaking the Contract, that will not mean that the Customer does not have to do those things and it will not prevent Cambrian taking steps against the Customer at a later date. For example, if the Customer misses a payment and Cambrian does not chase the Customer but Cambrian continues to provide the Goods and/or Services, Cambrian can still require the Customer to make the payment at a later date.
- 23.5 **Severance**
- If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 23.6 **Third party rights**
- No one other than a party to the Contract shall have any right to enforce any of its terms.
- 23.7 **Governing law and jurisdiction**
- The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

