

## Definition in the Agreement Terms

'HBT'	means HB Telecom (UK) Ltd.	'MINIMUM TERM'	means the number of months stated on order during which you agree to take the Service from HBT commencing on the date of connection, port, migration or upgrade of equipment.
'SUBSCRIBER'	means the Customer.	'VALUE ADDED SERVICES'	means the value added services such as installations, insurance, field services, repair etc as may be made available from time to time by HBT to the Customer on a non discriminating basis and details of which appear on the Price List.
'NETWORK'	means any telecommunications network available from HBT.	'MINIMUM PERIOD'	means in respect of each item of equipment the term stated overleaf from the commencement date or the date of supply of new or upgrade of such equipment or the date of a port or migration (whichever is the later).
'SERVICES'	means the telecommunications services provided by means of the Network.	'TERMINATION FEE'	means the Line Rental Charges to the end of the Minimum Period (as detailed in 10.2) in respect of each device or SIM Card disconnected from the wireless service, and if appropriate any additional fees which may arise from network charges. Early termination can only be agreed between the Customer and HBT UK with network approval.
'CALL CHARGE'	means a predetermined charge unit of time costed at the rates set out in the Tariff Sheets published by HBT from time to time, which are available on request from HBT.	'TERMINATION NOTICE'	means the notice to terminate this Agreement served pursuant to clause 11 in accordance with the Termination Notice process and using the Termination Notice Form or as may otherwise be made available to the Customer by the HBT Customer Services Desk.
'CONNECTION CHARGE'	means the relevant one-off sum to be charged for connection to the Service.		
'CONNECTION'	means the connection of the Mobile Phone/SIM Card to the Network.		
'CONNECTION DATE'	means the date of connection.		
'INVOICE DATE'	means the same date as appears on the invoice raised by HBT.		
'MONTHLY CHARGE'	means the relevant sum for access to the Network and provision of certain Services as set out in the Contract under Service Information and Charges, or any additional Services requested.		
'SIM CARD'	means the Subscriber Identity Module, which is a unique card containing information and when used with a Digital Mobile Phone, enables access to the Services.		
A'DIGITAL MOBILE PHONE'	is the equipment used on the Digital GSM Specification Network.		
'CREDIT LIMIT'	means a monthly financial limit applied for charges incurred under this Agreement.		
'EQUIPMENT/DEVICE SUBSIDY'	means the subsidy applicable to any item of equipment for the relevant Minimum Period.		
'DISCONNECTION NOTICE'	means a notice to disconnect one or more items of equipment or devices from the wireless services.		
'GROUPWORKER SERVICE'	means the Service more particularly described in the price list/proposal which uses certain wireless extension technology and that enables certain devices pursuant to the terms of this agreement to operate as part of the Customer's wireless virtual private network.		

**'SYSTEM' means the cellular GSM UK Network**

- 1 Agreement for the Sale and Purchasing of Equipment
- 1.1 HBT agrees:
- 1.1.1 To use its reasonable endeavours to ensure that all equipment when delivered is in full working order; and performs in accordance with the manufacturer's description and specification.
- 1.1.2 Its obligation to sell and supply equipment shall cease as and from the date of the Termination Notice (although HBT may thereafter sell and supply equipment at its discretion).
- 1.2 Acceptance of the equipment by the Customer shall take place when the Customer takes delivery or possession of the equipment.
- 1.3 Where equipment is provided to the Customer on a free of charge basis, then notwithstanding delivery and acceptance of the equipment title in the equipment shall remain with HBT until minimum contract is served. Following any upgrade of equipment or disconnection the equipment from the wireless service HBT shall reserve the right to request the safe return of the equipment from the Customer to HBT. The Customer shall keep the equipment in good working order during the period of use by the Customer.
- 1.3.1 HBT reserves the right to charge the Customer any applicable replacement or repair charges as set out from time to time in the PRICE LIST/PROPOSAL for any equipment that is not returned to HBT in accordance with the provisions of this clause.
- 1.4 Notwithstanding clause 1.2, risk in the equipment will pass to the Customer upon delivery who will be liable for any loss or damage of the same and from the time when the equipment is delivered to the delivery location specified in the sales order/proposal unless the damage is caused by the negligence of HBT or any third party used by HBT.
- 2 Agreement for the sale and purchase of Airtime, Group Worker, Wireless Service and any Additional Wireless Services
- 2.1 The Customer agrees;
- 2.1.1 That any telecommunications equipment provided by HBT for the purpose of providing the HBT airtime service shall remain the property of HBT and the Customer shall be responsible for its proper use. If any part of such telecommunication equipment is lost or destroyed, (except for fair wear and tear) the Customer shall pay HBT its replacement value. The Customer shall not interfere with or permit any third party to interfere with such telecommunication equipment.
- 2.1.2 The Customer agrees that the line rental, tariff and incentive given (cash back, equipment or a combination of both) has been provided on the basis that the average spend per live number on the account is no less than £25.00 per month. Should the average spend per live number drop below £25.00 HBT shall be entitled to charge, claw-back or adjust any line rental, tariff and incentive given in respect of each connection.
- 2.1.3 The Customer agrees in using the SMS Services:
- 2.1.4 Via the Customer's HBT airtime or other leased, or indirect access to a device which is not connected to the HBT airtime my incur additional inter-connect charges in respect of transfer of messages to another mobile network operator service and HBT reserve the right to invoice the Customer, and the Customer agrees to pay such charges.
- 2.1.5 That each device or equipment is capable of receiving SMS text messages which may originate from a variety of sources and where HBT are acting as a Service provider and as much as has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Customer's equipment or device, which originate from such sources.
- 2.2 HBT Agrees to:
- 2.2.1 HBT will endeavour to supply a reliable service of engineers for Services rendered by HBT.  
HBT will not be responsible for any repairs or equipment failed to work when third party engineers have been designated to complete a job requested by the Customer or any party with authority to the mobile account.
- 2.2.2 HBT will not be responsible for any loss of Service or business, if any third party supplier does not show for the job or the job is not of high calibre. HBT is only the supplier for the Service rendered and will not be responsible for any damages.
- 2.3 HBT may amend the tariffs as set out in HBT's published tariffs and this document by giving written notice. Where the change is due to a change in the rates payable by or to HBT, HBT will provide as much notice as possible. In all other cases, HBT will provide four (4) weeks notice.
- 3 Delivery and risk of equipment
- 3.1 Property in goods: The goods shall remain the property of HBT until paid for in full by subscriber and the minimum term is completed.
- 3.2 A 20 % re-stocking fee will be charged for non-defective products returned by the Customer. Returning equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.
- 3.3 Upon receipt of goods by a Customer or any representative of, if a product shortfall, alleged defect or discrepancy is identified then HBT must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.
- 3.4 Except as expressly provided in this agreement by HBT all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.
- 3.5 HBT shall not be liable for any indirect or consequential cost, claims damages or expenses arising out of the any negligent or tortious act or omission or any breach of contract or statutory duty.
- 3.6 HBT shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of HBT.
- 3.7 Nothing herein shall have the effect of excluding or restricting the liability of HBT for death or personal injury resulting from its negligence.
- 3.8 HBT reserve the right to charge carriage in circumstances where the subscriber refuses to accept delivery of goods supplied by HBT in response to a duly authorised order received from the subscriber.
- 4 Service Standards
- 4.1 The Customer acknowledges that HBT is entirely dependant on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime HBT may, where ever reasonable from time to time and without notice suspend the wireless services and provision of customer services in accordance with the service charter and at its discretion suspend the provision of the wireless service to the device in any of the following circumstances without prejudice to its right hereunder, provided that it shall use reasonable endeavours to restore the wireless service, the service charter and reconnect the device as soon as reasonably practicable:
- 4.2.1 During technical failure, modification or maintenance of the telecommunication systems by which the wireless service are provided; and
- 4.2.2 During technical failure, modification or maintenance of the HBT systems by which the customer service in line with the service charter are provided and;
- 4.2.3 If the Customer fails to comply with the terms of this agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and
- 4.2.4 If the Customer allows anything to be done which in HBT's reasonable opinion may have the effect of jeopardising the operation of the wireless services, or the HBT System or attainment of the service charter; and
- 4.2.5 If in the reasonable opinion of HBT, the wireless service is being used in a manner prejudicial to the interest of the Customer and/or HBT; and
- 4.2.6 At its discretion HBT may suspend any device from making calls (other than to the emergency service) and disconnect the Device if HBT has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen.
- 4.2.7 Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for the Customer's own security.
- 4.3 During any period of suspension arising from the circumstances detailed 4.2.3 to 4.2.6 inclusive, the Customer

	shall remain liable for all charges levied in accordance with this agreement.		
4.4	If HBT agrees in their sole discretion to re-instate the Service following a suspension or disconnection, the Customer may be liable for a re-connection fee if the suspension or disconnection is due to the default of the Customer.	6.4	In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.
		7	Basis of Charges
4.5	The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition the Subscriber must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;	7.1	Except in the circumstances described in clause 4.3 the process and tariffs payable by the Customer to HBT for equipment and airtime are as set out in the business mobile airtime agreement. Upon expiration of the Minimum Term and should the customer decide not to sign an extension agreement with HBT. HBT shall be entitled to remove any line rental and airtime discounts given and charge the Network RRP for that tariff.
4.5.1	Not use or allow others to use the Service for any improper or immoral or unlawful purpose;	7.2	The Customer hereby agrees to pay the charges in full without any deduction or set off to HBT within 14 days following the date of the invoice for such charges.
4.5.2	Not act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.	7.3	The charges are exclusive of Value Added Tax
4.5.3	Comply with any reasonable instructions issued by HBT which concern the Subscriber's use of the Service or Mobile Phone/SIM Card or connected matters.	7.4	The charges detailed on the Business Mobile Airtime Agreement are available subject to the Customer achieving the minimum holding within three months of the commencement date and maintaining the minimum holding for the duration of the service period.
4.5.4	Provide HBT with all such necessary information that HBT may reasonably require and;	7.5	Where the number of devices connected to the service falls below the minimum holding for a consecutive period of three months HBT reserve the right to amend the charges accordingly.
4.5.5	Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.	8	Billing Arrangements
4.6	HBT's minimum call charge is in line with the networks and is quoted on the relevant proposal provided.	8.1	Without prejudice to any other rights of HBT in the event of the Customer failing to pay any sums due to HBT on time or at all notwithstanding delivery of written reminder to the Customer HBT shall be entitled to:
5	Sales Order	8.1.1	Reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer; and 8.1.2 Suspend the provision of the wireless service, the performance of Customer services to the service charter and/or disconnect devices or equipment from wireless service; until such time that all payments due including all interests incurred has been paid and satisfied in full.
5.1	At any time after the commencement date of the agreement, the Customer may by means of a sales order request a change or variation to the wireless services (but not a disconnection). In placing the sales order the Customer makes use of the agreement originally advised of.	8.2	HBT reserves the right to review any credit applied to this Agreement.
5.2	All sales orders shall be subject to the terms of this agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing sales orders shall be ineffective.	8.2.1	HBT may require from the Customer a deposit as security for payment charges. The Customer may request the return of any deposit paid at the expiry of the 13 months period but the decision to return any deposit prior to termination of the agreement will be at the discretion of HBT. HBT reserves the right to set off any deposit against the charges. HBT may require the Customer to pay by Direct Debit. If the parties agree that payments by the Customer to HBT are to be made by credit card and if payment of charges are not made on the due date HBT is authorised to debit the Customer's nominated Credit Card Company with all charges due and payable to HBT.
5.3	The Customer undertakes to use its reasonable endeavours to keep HBT informed whenever reasonably practicable of likely future sales orders.	8.3	HBT reserve the right to withhold or withdraw discount on any invoices that remain unpaid in accordance with clause 6.2
5.4	HBT undertakes to use all reasonable endeavours to fulfil the sales order as soon as reasonably practicable and if possible by the requested dates for delivery/ commencement but cannot be held responsible for failure to do so.	8.4	Payment Terms:
5.5	As and from the date of any termination notice HBT shall have no obligation to fulfil any sales order, but may in its discretion choose to do so and for the avoidance of any doubt any device supplied under the terms of this agreement will be charged to the Customer at its full price as appears on the Price List without the benefit of any Device Subsidy.	8.4.1	Payment for all Services will be as follows:
6	Disconnection of Devices	8.4.2	Direct Debit payment for airtime and subscription charges (line rental etc.) is compulsory,
6.1	Upon giving of a disconnection notice HBT will disconnect the relevant number or numbers from the wireless service in accordance with the Disconnection Notice upon the expiry date of 30 days from the date of receipt of the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other equipment and in relation to the provisions of Airtime to such other equipment.	8.4.3	Direct Debit payments will be collected within 14 days of the invoice date unless with agreed exception.
6.2	In the event that the Customer gives Disconnection Notice to take effect (and resulting in disconnections) prior to the expiry of the Minimum term (see 10.2) for the particular number concerned, the Customer will pay to HBT any applicable Termination Fee.	8.4.4	Charges for non-Direct Debit is £2.50 + VAT per handset per month until a Direct Debit form is fully completed and received by HBT or of the duration of the airtime Agreement.
6.3	In the event of the Subscriber terminating the agreement before the term specified the following will apply:	8.4.5	Should the Direct Debit fail and it is deemed to be the Customer's responsibility, a charge of £2 + 2% of the invoices value will be charged
6.3.1	HBT's standard line rental, until the end of the specified term, will be charged on each number within the fleet.	8.4.6	A 4% surcharge, based on the invoice value, is charged for any credit card payment
6.3.2	In early termination an administration fee will be charged subject to the discretion of HBT;	8.4.7	If the Subscriber fails to pay any part of the aforesaid charges within 30 days from the invoice date HBT reserves the right to charge interest at the rate of 2% above the base rate of Lloyds TSB Bank PLC from time to time calculated from the 30th day until the date payment is made.
6.3.3	Any equipment supplied free of charge or as part of the discount package will be the property of HBT and will be returned by the Customer or invoiced to the Customer at HBT's price list at time of early termination.	8.4.8	Call charges are submitted monthly in arrears and subscription charges (including any applicable subscription charge for mobile extension) are submitted monthly in advance.
6.3.4	Any commission paid or line rental discount provided as part of a discount package may be subject to clawback.	8.5	Other charges:
		8.5.1	For the purchase of any hardware, or airtime there is a £5.00 minimum order charge.

8.5.2	A charge of £2.50 per invoice is chargeable if the Subscriber requests a copy invoice when the original has already been sent.	connection date. Where the Minimum Term relates to a re-sign of an existing number, the Minimum Term starts once the previous Minimum Term has expired.
8.5.3	Carriage charges are also chargeable, please refer to the price list available on HBT's website or HBT Customer Services. Prices are subject to change.	11 Terminations
9	Obligations Of the Customer	11.1 Termination Notice;
9.1	This Agreement shall commence on the date of the Connection of each number and shall continue thereafter unless terminated.	11.2 May be given by either party if the other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty - (30) days of written notice specifying the breach and require it's remedy, or the breach is not capable of remedy.
9.1.1	To give HBT not less than thirty (30) days written notice of termination after the minimum period.	11.3 In addition Termination Notice may be given by HBT at any time on the grounds that:
9.2	Will undertake with HBT that throughout the Service period it will:	11.3.1 The Customer has persistently failed to pay monies properly due to HBT under this Agreement; or
9.2.1	Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the wireless service or any aspect of them to be suspended; and;	11.3.2 The Customer is otherwise materially or persistently in breach of the Agreement; or
9.2.2	Not use or allow its employees to use the equipment or have access to the wireless service for any improper, immoral or unlawful purpose; and	11.3.3 Bankruptcy or insolvency proceedings are brought against the Customer, or if an agreement with creditors is made, or a receiver or administrator is appointed over any of the Customer's assets , or the Customer goes into liquidation; or
9.2.3	Comply with all statutory requirements in relation to the use of the equipment and the Wireless service; and	11.3.4 Airtime becomes unavailable due to the termination of any of HBT's agreement with the Network Operator(s).
9.2.4	Provide HBT with such information as HBT reasonably request in connection with this agreement; and	11.4 Without prejudice to any other claims or remedies which HBT may have against the Subscriber, HBT may terminate this Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:
9.2.5	Not use the equipment and the wireless for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications service; and	11.4.1 If the Subscribers do or allow to be done anything which in HBT's opinion will or may have the effect of jeopardising the operation of the Services.
9.2.6	Notify HBT immediately (and to confirm in writing) on becoming aware that any equipment or device has been lost or stolen or that any person is making improper or illegal use of the equipment or the wireless services.	11.4.2 If the Subscriber provides false or misleading information.
9.3	The Customer will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until HBT have suspended the Service; and	11.5 Upon the termination of this Agreement HBT shall disconnect the MobilePhone/SIM Card from the System. If HBT at their sole discretion agree to reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 6.2, 6.2.1,6.2.2 and 6.2.3 the Subscriber shall be liable for a reconnection charge equal to the Connection charge or a minimum of thirty five pounds (£35) and this agreement shall be deemed to continue.
9.3.1	Not damage or tamper with the equipment so as to invalidate any warranty provided by the equipment manufacturer and to pay the standard charges levied by HBT from time to time applicable to repair work on equipment which is outside (in scope or time) the warranty provided by the manufacturer of the equipment; and	11.6 n termination of this Agreement HBT reserves the right to charge any applicable termination, administration or porting fee f up to £35.00 per number when the contract ceases and the numbers are moved to another service provider.
9.3.2	Not damaged or tamper with any software so as to invalidate any warranty provided by the supplier of the same; and;	11.7 HBT reserves the right to add the reasonable costs incurred in receiving any outstanding debt due from the Subscriber.
9.3.3	Use the equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of HBT and not to copy (save as permitted by law) reverse engineer or modify the software in any way.	12 Confidentiality & Data Protection
9.4	The term of this Agreement shall also apply to any sales orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to HBT for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies.	12.1 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement (including for the avoidance of doubt details of the Customer's employees) which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purpose of the implementation of this Agreement and who agree to be bound by the provisions of this clause without consent in writing of the other.
9.5	The Subscriber agrees that these terms and conditions shall govern this Agreement between HBT and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.	12.2 Data Protection:
9.6	The Subscriber must promptly advise HBT of any change of address in writing and by recorded delivery. Any notice hereunder sent by HBT to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to HBT.	12.2.1 The subscriber acknowledges that details of the Subscribers name, address, and payment record may be submitted to a credit reference agency.
9.7	Conditions Of Tariff;	12.2.2 HBT operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Customer agrees that its details, or those of its users, may be used by HBT for marketing purposes and to inform the Customer of its users from time to time about other wireless telecommunication service or associated technologies. If the Customer does not want its details, or those of its users to be used in this way then the Customer should contact HBT Communications, Mobile Dept, HB House, Foleshill Enterprise Park, Courtaulds Way, Coventry, CV6 5NX
9.7.1	The length of the Agreement term and the mobile number remain connected until expiry of the Agreement term.	Transfer Of Liability & Assignment
9.7.2	That the Customer fulfils the full term of the contract. That the payment terms are strictly adhered to throughout the term of the contract.	13
10	Duration of Agreement	13.1 HBT may at any time assign its rights under this Agreement to any third party and may subcontract the performance of all or part of the same Agreement.
10.1	This Agreement shall commence on the day of each Connection and shall continue for the minimum term and thereafter until the same is brought to an end by means of a Termination Notice.	13.2 The Subscriber cannot transfer their obligations to pay charges under this Agreement without HBT's express consent. Any proposed transfer should be notified to HBT in advance. If a new user or the Mobile Phone/SIM Card is accepted by HBT and enters into a new Agreement, satisfactory to HBT, then it
10.2	Minimum Terms; each mobile phone number connected shall have the Minimum Term as stated under this Agreement and/or supporting documentation provided. The minimum stated is for each mobile number from its individual	

- is HBT's policy to release the existing Subscriber from liability for future charges.
- 13.3 HBT's acceptance of payment from another person other than the Subscriber does not imply that HBT has amended any of its rights or obligations of the Subscriber.
- 13.4 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of HBT, such consent not to be unreasonably withheld or delayed.
- 14 Variations
- 14.1 HBT may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein. HBT may vary the conditions of this Agreement to take account of new Legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that the Subscriber is notified of any such variances in writing or by publishing such variation at HBT's principal place of business.
- 14.2 It is the policy of HBT to continually review the charges it makes, its service charter and terms upon which it contracts with Customers in order to maintain a competitive advantage over the other providers of similar service and HBT accordingly reserves the right to vary its process and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.
- 15 Miscellaneous
- 15.1 Invalidity;
- 15.2 If any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected by or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision, which is found to be invalid, illegal or enforceable.
- 16 Wavier
- 16.1 The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a wavier of any such right, power or remedy; nor shall any single or partial exercises by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.
- 17 No Third Party Rights
- 17.1 Provided by this Agreement a person who is not a party to this Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term agreement but this does not affect any right or remedy of third party which exists available apart from by the Act.
- 18 Operative Law
- 18.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.
- 19 Notices
- 19.1 Any notice or other communication required or permitted under this Agreement to be given in writing to the address of the recipient stipulated therein or as notified from time to time and will be deemed to have been given or made when delivered personally if properly addressed and posted by first class mail in England within two business days of posting and/or if sent by facsimile upon being sent or if sent by e-mail or other electronic means upon such communication being acknowledged has having been received.
- 20 Entire Agreement
- 20.1 Basis of Agreement;
- 20.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation, proposal understanding and agreements whether written or oral relating to the matter of this Agreement.
- 20.3 The subscriber agrees that these terms and conditions shall govern this Agreement between HBT and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.
- 20.4 There shall be no Agreement between HBT and the subscriber unless and until the Subscriber and HBT complete and signs the Business Mobile Airtime Agreement. Provision of the Services does not constitute acceptance of the terms of this Agreement. Each and every Mobile Phone/SIM Card and ancillary Service connected by HBT to the Network shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence on the date of each mobile phone connection.
- 20.5 The Subscriber must promptly advise HBT of any change of address in writing and by recorded delivery. Any notice hereunder sent by HBT to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to HBT. This Agreement shall be governed by and constructed in accordance with English Law.
- 20.6 The entire Agreement between the Subscriber and HBT will commence only after appropriate credit checks are completed.