



# Terms & conditions

This Agreement covers the provision by SebCloud Limited to you of our Services. "SebCloud Limited", "we", "us", or "our" means SebCloud Limited a company incorporated in England and Wales registered under Number 10365625 whose registered office is at Amtri House, Hulley Road, Hurdsfield Industrial Estate, Macclesfield, Cheshire, SK102NE, United Kingdom.

**Tariff** - You will be charged for line rental and calls at the rates shown on your Confirmation Letter and or the Agreement.

**Payment** - You shall pay our Invoices by direct debit. You will be charged an administration fee for any monthly payments tendered by other means. If you do not pay any of our invoices you will incur an administration fee that will be included on your next monthly bill. Other Charges may apply. Our Charges are specified within your Confirmation Letter.

**Contract length** - The Minimum Term, is specified on the Agreement that you signed. This Agreement begins on the Effective Date and will continue in force until terminated by either of us in accordance with the Agreement.

**Cancellation Fee** - If you terminate the Agreement (or we terminate it because of your conduct) before the end of the Minimum Term, you will be charged a Cancellation Fee for each fixed line, SIP channel or connectivity product. Other Charges may apply to you. Our Charges are specified within your Confirmation Letter.

## TERMS FOR SERVICES

### DEFINITIONS

"Agreement" means these terms and conditions together with your signed Service Order Form, Confirmation Letter and accepted by us;

"Cancellation Fee" means a, a reasonable disconnection fee per each fixed line we have to disconnect or allow to transfer to another provider. Our current cancellation fees can be found within your Confirmation Letter. Please note other charges may apply – see section 5.d

"Care Level" means our fault repair response times specified in Clause 11(e);

"Charges or Fees" mean our charges for providing you with the Services under this Agreement specified in Clause 7 below;

"Confirmation Letter" means our letter confirming acceptance of your Order which includes the Tariff, Charges and Minimum Term which will be posted or emailed to you after receipt of your Service Order Form;

"Effective Date" means the date specified within your Welcome Letter or the date on which an Order is placed with SebCloud Limited;

"Larger Business" means any business that it is not a Small Business;



“Material Detriment” means variations to your Agreement which are likely to be of significant detriment to you, such as an increase in our call Charges for the Services by an amount which is more than the percentage increase in the retail prices index figure (or any future equivalent) in any twelve month period;

“Minimum Term” means, where applicable, the minimum term of this Agreement agreed with you in the Order and confirmed to you within our Confirmation Letter;

“Order” means any online order, your order via our telephone application process, your email confirmation or your signing of our Service Order Form;

“Parties” means SebCloud Limited and you, our customer;

“Premises” means your premises in which we provide the Services to you;

“Renewal Term” means a further commitment term which is for the same length of period as the original Minimum Term;

“Services” means the services specified in Clause 1;

“Small Business” means a business where no more than 10 individuals work (whether as employees or volunteers or otherwise);

“SebCloud Limited”, “we”, “us”, or “our” means SebCloud Limited a limited company incorporated in England and Wales registered under Number 10365625 whose registered office is at Amtri House, Hulley Road, Hurdsfield Industrial Estate, Macclesfield, Cheshire, SK102NE, United Kingdom.

“SebCloud Limited Equipment” means any equipment, including any software, owned or controlled by SebCloud Limited and placed in your Premises to provide the Services; and “you” and “your” or “customer” means you, our customer.

## **1. OUR SERVICES**

a) This Agreement covers the provision by SebCloud Limited to you of our Services.

b) The Services under this Agreement are for businesses. You have confirmed to us that you are a trading business.

c) We may take instructions from a person if we have a good reason to think that he or she is acting with your permission.

d) The Services consist of:

i. the installation or takeover and rental of a fixed telephone line;

ii. the facility to make or receive phone calls including the ability to send or receive information for example, from computers using your telephone line;

iii. any one of a range of call price plans that enable you to make discounted telephone calls;

iv. any other facilities such as caller display that we agree to give you;

v. one phone number for each fixed telephone line that you rent from us, will be published (with your business details) in BT business directories free of charge, and will be available on directory enquiries services, unless you tell us not to; and

vi. any other services that we provide you under this Agreement.

vii. access to the emergency services and provision of caller location information?



## 2. WHEN THE SERVICE STARTS

- a) For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your service after 12.00pm on the day before we agree to install your telephone line, you will be liable to pay a missed appointment charge as detailed within your Confirmation Letter.
- b) Time is not of the essence for the Services. We will try to provide the Services by any date agreed with you, but any suggested date is an estimate.
- c) For line transfers, we will normally transfer the line from your current provider within ten working days. The time taken to port numbers from other networks varies and sometimes it may not be possible or reasonably practicable. If this happens we will provide you with a new number(s).

## 3. HOW WE PROVIDE THE SERVICES TO YOU

- a) SebCloud Limited provides services via wholesale line rental (“WLR”) and, for telephones lines with SebCloud Limited broadband, Next Generation Networks (“NGN”). WLR means that SebCloud Limited will bill you for line rental of your BT line and BT Openreach™ will continue to maintain your line and fix any faults that may occur. Developments in network technology (known as Local Loop Unbundling or “LLU”) may enable us to provide fixed line with broadband service to you through Next Generation Networks. If you have previously agreed to take our WLR service we may transfer you to our LLU network, but we will still offer the same services to you as those which you received from us before the transfer. If a Next Generation Network is available to you at the time of your transfer to SebCloud Limited we may transfer you directly to this network. In all circumstances your phone line from the exchange to your premises will continue to be maintained and repaired by BT Openreach™.
- b) You acknowledge that in order to avoid delays occurring in the ordering process, SebCloud Limited will need to be notified by BT™ of any products or services presently in use on your line that are incompatible with the WLR or NGN service. BT™ or other network providers are under a strict duty not to disclose information about a customer’s services to a third party unless the customer has consented to such disclosure. In entering into this Agreement you give consent to BT™ or other network providers to disclose such information to SebCloud Limited. You also give SebCloud Limited authority to act as your agent to arrange connection onto SebCloud Limited services. If SebCloud Limited is unable to take over the billing of your line rental, for whatever reason, you hereby authorise us to carry your phone calls only through CPS (see below).

## 4. CARRIER PRE-SELECTION SERVICE (“CPS”) & LOCAL LOOP UNBUNDLING (“LLU”)

CPS & LLU is the routing of your services through a carrier other than BT™. Your phone line(s) are still maintained by BT™ engineers but the calls and broadband service are carried on another network. We may select and at any time change any carrier or other service provider for the purposes of providing the CPS or LLU service. You hereby irrevocably authorise us to give all notices, nominations and other authorisations necessary for us to provide the CPS or LLU service.

## 5. TERM & TERMINATION

- a) This Agreement commences on the Effective Date until terminated by you or by us in accordance with this Agreement.
- b) The Agreement has the Minimum Term agreed with you in the Order Form and specified in our Confirmation Letter:
- i. If you are a Small Business, this Agreement shall continue in force during the Minimum Term (and during any Renewal Term you expressly agree with us) and thereafter until you terminate the Agreement in accordance with Clause 5(d)(i)
- ii. If you are a Large Business, the Minimum Term shall rollover automatically into a new Renewal Term(s) unless you terminate the Agreement in accordance with Clause 5(d)(ii) below.



c) In the event that the Agreement is terminated by you (or is terminated by us in accordance with Clause 5(i) below) before the end of the Minimum Term (or, where applicable, the end of a Renewal Term) you shall:

i. Pay our then Current Charges for such SebCloud Limited Equipment (or, where applicable, an amount equivalent to any subsidy provided by SebCloud Limited to you for your purchase of any SebCloud Limited equipment); and

ii. Pay the Cancellation Fee and any service rentals as remaining within your Order and

iii. Pay back any promotional credits or subsidies applied to your account.

d) Termination of the Agreement after the end of the Minimum Term or a Renewal Term (where applicable):

i. If you are a Small Business, you shall be entitled to terminate the Agreement any time after the end of the Minimum term (or after the end of a new Renewal Term that you have expressly agreed with us) by giving us at least 42 days written notice on your company letterheaded paper.

ii. If you are a Large Business, you shall be entitled to terminate this Agreement by giving us 42 days written notice on your company letterheaded paper before the end of the Minimum Term or the end of any Renewal Term, such notice to expire on what would otherwise be the expiry date or its anniversary.

e) You shall be entitled to terminate the Agreement immediately without being liable to pay the amounts specified in Clause 5(d) above if:

i. We breach a material term of this Agreement, which after your written notice to us we have not rectified within 30 days.

ii. You give us notice to end the Agreement in accordance with Clause 18(a) below.

f) You shall not be entitled to terminate the Agreement in accordance with Clause 5(e)(ii) above, if:

i. a variation in the Agreement or an increase in the Charges is imposed by law or by a governmental or regulatory authority; or

ii. We pass on price increases from third party operators to you; or

iii. We undertake any changes in the Agreement in accordance with Clause 18(b) below.

g) Either of us may terminate this Agreement without notice if the other stops trading or becomes insolvent or wound up.

h) We shall be entitled to terminate this Agreement at any time, by giving you at least 42 days written notice.

i) We shall be entitled to terminate this Agreement immediately if you breach any of your obligations under Clause 8, Clause 10, Clause 17(c) and Clause 18(c) of the Agreement.

## **6. EFFECTS OF TERMINATION**

a) On termination of the Agreement:

i. any licence granted to you by SebCloud Limited or by its licensors shall immediately cease, you must immediately stop using the Services; and

ii. you will immediately pay any outstanding invoices. We will refund any money owed to you, after first deducting any amounts you owe to SebCloud Limited under this Agreement or under any other Agreement that SebCloud Limited has with you.

b) The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement.



## 7. CHARGES

SebCloud Limited charges you for using the Services. You will be charged at the rates contained within your Confirmation Letter. You acknowledge and agree that:

- a) Save for manifest error, Charges are calculated from data received by us and not from your own records.
- b) Where a direct debit is unpaid due to insufficient funds or direct debit cancellation, an administration charge will be included on your next monthly bill.
- c) We will charge you a reasonable Charge for restricting outgoing calls due to your breach of your payment obligations under Clause 8.
- d) We will add a reasonable Charge to your next bill to reinstate services suspended due to your breach of your payment obligations under Clause 8.
- e) All SebCloud Limited Charges are subject to VAT at the prevailing rate.
- f) Your invoice will normally include your line rental, fixed monthly Charges (including inclusive call price plans) which are billed one month in advance and, in arrears, any Charges for your use of our Services outside any inclusive call price plan (e.g. minutes outside your monthly allowance or for additional services) which you incurred in the last period (normally the last month). Your initial Charge may also contain a setup Charge.
- g) SebCloud Limited will charge you in line with new installation charges to reinstate lines that have been ceased due to your breach of your payment obligations under Clause 8.
- h) SebCloud Limited will charge you an administration Charge for payments tendered by means other than direct debit.
- i) SebCloud Limited will charge you a reasonable disconnection fee per fixed line, SIP channel and or connectivity product should we terminate the Agreement due to your breach of your payment obligations under Clause 8 below.
- j) SebCloud Limited will charge you a reasonable Charge for bills sent by means other than E-billing.
- k) If we send an engineer to your Premises, we may charge you our then Current Charges, or pass on to you the fees of any third party providers.
- l) We will charge you our then current Charges if we provide you with any SebCloud Limited Equipment.
- m) We may charge you a monthly maintenance Charge depending on the Care Level we agree with you.

## 8. PAYMENT TERMS

- a) You are responsible for and must pay the Charges for the Services whether the Services are used by you or by someone else.
- b) You shall pay your invoices by monthly variable direct debit. SebCloud Limited reserves the right to refuse any new customer not wishing to pay by direct debit.
  - i. You will be notified of any problems with your payments or direct debit instruction. Arrears and/or unwillingness to maintain payment by direct debit may result in your lines being restricted and in the termination of your Agreement.
  - ii. Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or you chose another payment method.
  - iii. You are protected at all times by the direct debit guarantee as detailed in Clause 19(a) below.



- a) If you fail to pay any sum due, within 22 days from the date of the invoice, we shall be entitled to charge interest on the amount due at the rate of four percent (4%) above the Barclays Bank Plc base rate ruling from time to time calculated from the due date until we receive your payment.
- b) SebCloud Limited reserves the right to perform a credit check on you with no prior given notice, and to pass your credit history with SebCloud Limited on to other credit agencies and/or County Court.
- c) SebCloud Limited reserves the right to at any time request a deposit, paid in advance, from you should periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments or if unusual usage and call Charges are incurred by you. In the event that you don't comply with our request within 30 days of notification by us, we reserve the right to terminate the Agreement and to demand full and final outstanding balance settlement with immediate effect.
- d) SebCloud Limited may, at its sole discretion and at any time, impose a credit limit on your account or amend it. If you exceed any such credit limit we may demand immediate payment of all the Charges incurred by you up to this moment and/or suspend the Service. We will endeavour to notify you as soon as possible if any of these situations arise. You will still be responsible for all Charges incurred including those exceeding the credit limit.
- e) You agree to pay us all Charges without set-off, deduction, withholding, restriction or condition whatsoever.
- f) If you wish to dispute an invoice, you must contact our customer services within 3 months from the date of the invoice. After such period, any undisputed invoice will be deemed correct.

## 9. PRICING

- a) Unlimited local & national inclusive call price plans are available to businesses only and not to residential customers.
- b) The Inclusive minute allowances specified in your call price plans, will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
- c) Call Charges for calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny. In addition, a per call connection Charge will apply in accordance with clause 9(i)
- d) All unlimited call price plans are subject to our fair usage policy a copy of which may be requested, currently, our fair usage policy is 1000 minutes (of which a maximum of 500 minutes may consist of calls to numbers other than UK local and national geographic numbers such as 08xx numbers, premium rate numbers, international destinations to selected destinations, which may vary from time to time, etc, but this will depend on the call price plan we agree with you).
- e) In the event that you exceed the limits included in our fair usage policy:
- i. We will charge you our then current call Charges as described in Clause 9(c) above.
  - ii. We reserve the right to switch you to a more appropriate Tariff or call price plan at any time, to suspend the Services, or to terminate this Agreement with immediate effect.
- f) Local & national calls are numbers beginning 01, 02 and 03 only and do not include non-geographic numbers (0845, 0870 etc) premium rate numbers (09xx) and Internet access or personal numbers.
- g) Mobile call rates refer to calls to T-Mobile, 3 (Three), Orange, Vodafone, EE and O2 only.
- h) Inclusive international minute allowances under a calling card package will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).
- Charges for international calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny. In addition, a per call connection Charge will apply.





i) Connection Charges will apply to all calls except to calls which are part of an inclusive call price plan or to free-phone numbers, whereby a three pence call connection charge applies to all calls except international calls where the connection charges of seven pence will be applied.

j) If any part of a bundled service (e.g. phone and broadband) is cancelled, we will automatically apply to you our then current Charges for any remaining services.

## 10. YOUR OBLIGATIONS

Your breach of your obligations under this Agreement may result in the suspension of the Services or in the termination the Agreement. You agree:

a) To use the Services in accordance with this Agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the Services.

b) Not to allow an alternative supplier to override or bypass our Services either through the installation of equipment or through the BTM local exchange during the term of the Agreement.

c) Not to use the Services in any way SebCloud Limited considers is or is likely to be detrimental to the provision of the Services to you, or to the services we provide to any other SebCloud Limited's customers.

d) To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of your previous supplier(s).

e) Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.

f) If you are on an unlimited Tariff, you shall not exceed the SebCloud Limited fair usage policy, stated in 9(d).

g) If you request and SebCloud Limited agrees to a change of all or part of the Services, or a change of the Premises where we provide the Services to you, you must complete such formalities as SebCloud Limited shall require, giving effect to such change. You shall pay to SebCloud Limited its then current Charges to reflect such change of Charges or Premises change. SebCloud Limited may require payment prior to effecting such changes and shall be entitled to revise the Charges you pay to reflect the changes agreed with you.

h) You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services.

i) You shall terminate, at your own expense, any contracts you may have with your previous suppliers for services which are not compatible with our Services.

## 11. REPAIRS TO THE SERVICES

a) We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur.

b) We are not responsible for repairing and maintaining your landline. BT Openreach™ will continue to have responsibility for maintaining your landline and fix any faults that may occur. Furthermore, if you have broadband on the landline and we are not providing this service to you; your broadband provider is responsible for repairing faults at the exchange level. We may, at our sole discretion and where applicable, report the fault to the party responsible for the service.

c) We will use reasonable endeavours to correct any defect or fault in our Services. Customer Service & Fault Notification: can be called on 03300 949 399.

d) SebCloud Limited will apply a Charge as detailed within your Confirmation Letter for and engineer to attend your Premises and a fault or failure is on your own equipment, and not in SebCloud Limited Equipment



or Services, or is caused by accidental damage. Additional time related charges and replacement equipment costs may also be added.

e) The speed with which faults are repaired on your line depends on its agreed Care Level. As a SebCloud Limited business customer you receive Care Level 2 as standard but you can pay more to receive an improved Care Level. Care Level repair speeds are set by Openreach and may vary. The current repair times and prices of the different Care Levels are included within your Welcome Letter.

## 12. SUSPENSION OF THE SERVICES

We may suspend the service (without being liable to compensate you):

- a) In the event of a local or national emergency;
- b) To comply with a request from a government or other competent authority;
- c) To protect or provide service to rescue or other essential services or otherwise;
- d) To maintain the quality of our Services or to upgrade the Services;
- e) If you fail to pay any amount due to us;
- f) If an event occurs which is beyond our reasonable control;
- g) If you materially breach any part of this Agreement; or
- h) If we have good reason to suspect fraudulent activity or misuse of our Services or any other breach by you of this Agreement.
- i) If bankruptcy or insolvency proceedings are brought against you, or if you make an arrangement with your creditors or if a receiver, an administrative receiver or an administrator is appointed over any of your assets or if you go into liquidation or a corresponding event under Scottish Law.

## 13. COMPLAINTS

We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our customer service team or refer to our complaints code of practice posted on our website. You can also request a copy from our customer service team.

## 14. LIABILITY

- a) Neither of us will have to compensate the other for any detrimental event beyond the other's reasonable control. In this Agreement, 'beyond reasonable control' includes any act of God, reduction or failure of power supply, other telecommunication operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties.
- b) Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted. Nothing in this Agreement excludes or limits your liability to pay the Charges (or any amount owed by you under this Agreement) or each Party's liability with respect to death or personal injury resulting from the negligence of that Party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- c) Subject to Clause 14(b), we shall not be liable to you, whether in contract, tort (including negligence) or otherwise, for direct or indirect loss of profits, business, production, revenue, any contract, opportunity, or anticipated savings, or wasted expenditure, loss of goodwill or injury to reputation, nor for any indirect or





consequential or special loss or damage or for any destruction, corruption or loss of data, or losses arising from your use of or failure to use the computer security or backup services or software, whether any such losses could be reasonably foreseen by us or not.

d) Subject to Clause 14(b) SebCloud Limited its employees and its sub-contractors' entire liability to you (including liability for negligence) in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall, for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the annual fixed service Charges paid by you to SebCloud Limited;

e) SebCloud Limited accepts no responsibility for the security of your phone system or network, you are liable for all charges incurred for all reported and identified fraudulent use.

## **15. ALLOCATION, NUMBER PORTABILITY AND DAILY RATE RENTAL CREDIT**

a) SebCloud Limited will use reasonable endeavours to provide number portability to you, as soon as reasonably practicable and on reasonable terms, when you request so an provided that:

- i. there are no technical or physical reasons preventing the portability of the number(s) requested by you; and
- ii. you undertake to pay SebCloud Limited's Charges for such number portability if applicable;

b) If you sign up to the Services and you request to transfer your number from another telephone provider, SebCloud Limited will use reasonable endeavours to do this if reasonably practicable and provided that your existing telephone provider agrees to release the number; and

c) If it is not reasonably practicable, SebCloud Limited will provide you with a new number(s).

d) Any telephone numbers allocated to you by SebCloud Limited (if any) do not belong to you. You accept that you do not acquire any rights whatsoever in such telephone numbers and you must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to you by SebCloud Limited.

e) Subject to clauses 14(a) and 14(b) above, we will credit you a daily-rate rental credit for each whole or part day we are late in providing the phone line service should the porting of a number fail. The daily-rate rental credit is equal to the daily charge of your rental for each day that applies rental charge for three months.

f) You must make your claim in writing within one month of us putting things right.

## **16. MONITORING AND RECORDING CALLS AND DATA PROTECTION**

a) We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our services.

b) We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.

c) SebCloud Limited operates in accordance with the Data Protection Act 1998 and in accordance with SebCloud Limited 'Privacy Policy' available at <https://www.SebCloud.co.uk/privacy-policy/> you are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.

d) By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes;

- i. processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);



- ii. providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);
  - iii. to maintain quality and for training purposes, we may monitor and record telephone conversations with you;
  - iv. to inform you about other SebCloud Limited products or services unless you notify our customer services in writing, signifying that you do not wish to receive this information from us;
  - v. to disclose all or part of your personal data to a regulator (i.e. Ofcom, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and
  - vi. to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
- e) We shall be entitled to make your name, address and telephone number available to the emergency services.

## 17. WARRANTIES AND REPRESENTATIONS

- a) Other than as expressly set out in this Agreement and to the greatest extent permitted by law, SebCloud Limited makes no representations or warranties with respect to the Services, or the performance of its obligations hereunder, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.
- b) In particular, but without prejudice to the generality of this Clause 17, you acknowledge and accept that:
- i. SebCloud Limited does not warrant that the Services will be available at any particular time or continuously; and
  - ii. SebCloud Limited is not responsible for any loss of or disruption to the Services due to failure of a carrier network, broadband or data service provider.
- c) You Warrant to us that:
- i. You have the authority to enter into this Agreement; and
  - ii. You will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement

## 18. VARIATIONS

- a) We may vary the terms of this Agreement and the Charges from time to time. In the event that we make changes to this Agreement that are likely to cause a Material Detriment to you, you will be entitled to terminate this Agreement within 30 days of SebCloud Limited notifying you of such changes. In order to ensure continuity, time will be of the essence for your notice to be received by us and if we have not received your notice within that time, you will be bound by the terms of this Agreement as varied.
- b) Subject to Clause 18(a) above, we shall be entitled to notify you of any updates and/or variations of the terms of this Agreement and our Charges, by email, through a notice in SebCloud Limited invoices or by posting our updated terms at [www.SebCloud.com](http://www.SebCloud.com).
- c) Unless we give you our prior consent in writing, you shall not be entitled to make any variations to this Agreement.

## 19. GENERAL

- a) You may not transfer, novate or assign this Agreement or any rights under it without our prior written consent. We may from time to time transfer, novate or assign any of our rights and/or obligations under this



Agreement, including partial assignment, to a party who agrees to continue complying with our obligations under the Agreement. If any provision or condition of this Agreement shall be invalid or unenforceable, the remaining terms shall continue to apply. This Agreement represents the entire agreement between the Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written. If there is any inconsistency between this Agreement and your Confirmation Letter, the Agreement shall take precedence. Any failure by either of us to enforce any right shall not be deemed a waiver of any such right. If either Party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either Party waives a breach of this Agreement that waiver is limited to that particular breach. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties do not intend that this Agreement be enforceable by any person not a Party to this Agreement including under the General Terms (Rights of Third Parties) Act 1999 with the only exception that Clause 14 above which will also be enforceable by SebCloud Limited's, directors, employees, agents and subcontractors. The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it. Any notices sent by you to us must be sent on company letterheaded paper by post (or fax) to our trading address, Amtri House, Hulley Road, Hurdsfield Industrial Estate, Macclesfield, Cheshire, SK102NE, United Kingdom, must quote your account number and shall not be effective until received by us. Notices sent by SebCloud Limited to you may be sent (i) by hand, post or by recorded delivery to your billing address specified on your Order or to your registered office; or (ii) by fax to your fax number specified on your Order or as otherwise notified by you to SebCloud Limited in writing; or (iii) by email to your email address specified on your Order or as otherwise notified to SebCloud Limited in writing; or (iv) by posting information in our website. Notice by us to you given by hand shall be deemed given the same day. Notice by us to you given by post shall be deemed to have been received 48 hours from the date of posting. Notice by us to you given by recorded delivery shall be deemed given on the date and at the time of signature of the delivery receipt. Notice by us to you given by fax shall be deemed given when transmitted, provided that the sender shall have received a transmission report confirming correct transmission. Any communication from SebCloud Limited to you by email shall be deemed to have been made on the working day on which the notice is first stored in your electronic mail-box.

## **20. THE DIRECT DEBIT GUARANTEE**

- a) This guarantee is offered by all banks and building societies that take part in the direct debit scheme.
- b) The efficiency and security of the Scheme is monitored and protected by your own bank or building society.
- c) If the amounts to be paid or the payment dates change SebCloud Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- d) If an error is made by SebCloud Limited or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- e) If you receive a refund you are not entitled to, you must pay it back immediately when SebCloud Limited asks you to.
- f) You can cancel a direct debit at any time by writing to your bank or building Society. Please also send a copy of your letter to us as stated within Clause 19.

