

Standard Terms & Conditions
Jisc Telecoms Framework
Pinacl Solutions UK Limited
Version 2.0

Important advice: Unless otherwise agreed in writing by Pinacl Solutions UK Limited ("Pinacl") these Standard Terms and Conditions apply to all Pinacl Services to customers ordering services via the Jisc Telecoms Framework. If a Pinacl Service is subject to additional Special Terms and Conditions a separate document will be provided in conjunction with these Standard Terms and Conditions. You are strongly advised to read them carefully in their entirety. Pinacl and You will be bound by all Terms and Conditions relating to a particular Service.

You are particularly advised to read Clauses 2 (Ordering Services), 5 (Allocation and Use of Telephone Numbers), 7 (Charges, Payment and Interest), 12 (Limitations of Liability), 14 (Duration and Termination), 17 (Variation), 19 (Marketing and Data Protection) and 21 (Entire Agreement) of these standard Terms and Conditions.

1. Definitions and Interpretation

1.1. In the Agreement, unless the context otherwise requires:

Act means the Communications Act 2003;

Agreement means in relation to a particular Service; these Standard Terms and Conditions, any relevant Special Terms and the relevant Order Form;

Charges mean Pinacl's charges from time to time as set out in Clause 7.3;

Customer Apparatus means any apparatus, and any software embodied therein (including without limitation Purchased Equipment, cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service;

Customer Services means Pinacl's business customer services, contact details of which are set out at the end of these Standard Terms and Conditions;

Equipment means any equipment that Pinacl from time to time leases to You (whether or not any Charges are made for such leasing) in connection with the provision of the Service;

Group means the corporate group comprising Pinacl and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company. The terms "subsidiary" and "holding company" having the meanings ascribed to them by section 1159, 1161 and 1162 of the Companies Act 2006, as amended;

Law means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

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Minimum Period means twelve months from the Service Commencement Date (or where installation of the Service is phased, means twelve months from the Service Commencement Date of the last installed element of the Service), or such longer period (calculated from the relevant Service Commencement Date as above) as stated on the Order Form or in the relevant Special Terms;

Normal Working Hours means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

Order Form means either (i) Pinacl's Standard Order Form from time to time; or (ii) a Customer Order Form (as defined in Clause 2.2), and in either case used by You and accepted by Pinacl to order the Service subject to the Agreement;

Party means each of Pinacl and You;

Password means a password, code, PIN number, account number, smart card or other security device issued to You by Pinacl;

Pinacl means Pinacl Solutions UK Limited whose company number is 05217343 and whose registered office is Pinacl House, Carlton Court, St Asaph Business Park, St Asaph, Denbighshire LL17 0JG. Please note that our registered office may change and You are advised to check for any changes at Companies House;

Pinacl System means the telecommunications system which Pinacl and its Partners run;

Pinacl Website means www.pinaclsolutions.com or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Pinacl Website shall be deemed incorporated into the Pinacl Website;

Price Guide means all and any information relating to Charges for Pinacl's services, available on request from Pinacl;

Purchased Equipment means any equipment You purchase from a company other than Pinacl in connection with the provision of the Service;

Service means the service(s) defined in the relevant Order Form and additionally set out in any Special Terms;

Service Commencement Date means the earlier of (i) the date the relevant Service is available for use by You; or (ii) the date You first use the Service;

Site means the site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall be provided;

Site Occupier means the occupier of a Site and of such other premises which Pinacl needs to access to supply the Service, and shall include its successors and permitted assigns;

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Site Wayleave means Pinacl's standard form wayleave agreement from time to time to be executed by Pinacl and the Site Occupier in respect of the relevant Site;

Software means any software supplied to You by Pinacl in connection with or to enable You to use the Service;

Special Terms means Pinacl's additional Terms and Conditions relating to a particular Service;

Standard Terms and Conditions means these Terms and Conditions as varied from time to time in accordance with the Agreement;

Survey means any survey or other investigations carried out by or on behalf of Pinacl that Pinacl in its absolute discretion deems necessary prior to the installation of Equipment, Purchased Equipment and/or the provision of the Service;

User Documentation means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any Software as Pinacl may publish from time to time either on paper or on the Pinacl Website;

You/Your means the customer with whom Pinacl makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to Pinacl that such person acts with Your authority or permission.

1.2. References in the Agreement:

1.2.1. To a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;

1.2.2. To a "person" includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;

1.2.3. To a Party includes its respective successors and permitted assigns and their respective employees and agents; and

1.2.4. To any word in the singular include the plural and vice versa.

1.3. References in these Standard Terms and Conditions to Clauses are unless otherwise stated to Clauses in these Standard Terms and Conditions.

1.4. Headings are for convenience only and do not affect the interpretation of the Agreement.

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- 1.5.** Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.
- 1.6.** A reference to a third person or third party is a reference to a person who is not a Party.
- 1.7.** The words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. Ordering Services

- 2.1.** To order a Service You must complete and submit Pinacl's relevant Order Form. Orders can be submitted electronically by email to the following dedicated email address – janet@pinaclesolutions.com
- 2.2.** Notwithstanding Clause 2.1, if at its discretion Pinacl accepts an order for a Service placed other than on its standard Order Form (which order is in Clauses 2.2 and 2.3 referred to as being placed on a "Customer Order Form") or if Pinacl installs a Service without having received from You and/or accepted either Pinacl's standard Order Form or a Customer Order Form, the Service shall be provided in accordance with the terms of the Agreement.
- 2.3.** For the purposes of Clause 2.2 the Agreement shall incorporate any details, specifications and/or information contained in a Customer Order Form where such details, specifications and/or information would also have been required in Pinacl's Standard Order Form but no other terms and conditions of the Customer Order Form shall be incorporated into the Agreement.

3. Equipment, Purchased Equipment, Installation, Upgrades and Insurance

Where under the Agreement Pinacl is installing Equipment and/or Purchased Equipment:

- 3.1.** Subject to satisfactory Survey, Pinacl shall use its reasonable endeavours to install and connect the Equipment and/or Purchased Equipment so that the Service is available by any requested service date. An order may be cancelled by Pinacl without liability if the results of any Survey are in Pinacl's reasonable opinion unsatisfactory or if it is not technically feasible to implement and/or support the Service by the requested service date.
- 3.2.** You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the Equipment and/or Purchased Equipment at the Site. You must ensure that any necessary preparation is effected before the Equipment and/or Purchased Equipment is connected and in accordance with Pinacl's instructions (if any).

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- 3.3.** If You fail to take delivery or allow installation of the Equipment and/or Purchased Equipment on any agreed delivery or installation date Pinacl may arrange for its storage at Your risk and You shall be liable to Pinacl for the reasonable costs of such storage. Pinacl may also charge You a call out fee together with any costs incurred by Pinacl in relation to such failure by You.
- 3.4.** Unless otherwise agreed in writing You must provide a secure electricity supply at the Site for the installation, operation and maintenance of the Equipment and/or Purchased Equipment at such points and with such connections as specified by Pinacl. Back-up power with sufficient capacity to conform to the stand-by requirements of the relevant British standards is needed if the Service, including the provision of access to emergency services, is required to continue uninterrupted in the event of a failure in the principal power supply.
- 3.5.** Pinacl shall use its reasonable endeavours to comply with Your requests in respect of the location of the Equipment and/or Purchased Equipment but Pinacl's reasonable decision on this matter shall be final and binding.
- 3.6.** The Equipment shall remain the property of Pinacl or its nominee. You agree to make such ownership of the Equipment clear to all third parties. Pinacl may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and adversely affect the Service. Risk in and liability for Equipment shall pass to You on delivery of the Equipment. Property and ownership of Equipment shall not pass from Pinacl.
- 3.7.** You are responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site. Except where such loss or damage is solely attributable to the negligent act or omission of Pinacl, its employees, sub-contractors or agents You must indemnify Pinacl for any loss or damage to the Equipment (including but not limited to lightning or electrical damage). In particular (but without prejudice to the generality of the foregoing and without limitation) You covenant:
- 3.7.1.** Not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against any of the Equipment or otherwise do anything prejudicial to Pinacl's rights in the Equipment;
- 3.7.2.** To keep the Equipment at the Site and stationary at all times;
- 3.7.3.** Not to add to, modify, or in any way interfere with the Equipment, including without limitation the connection of any equipment or device designed to divert telecommunications services to a third party telecommunications provider;
- 3.7.4.** Notwithstanding the above, in the case of an emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify Pinacl as soon as possible of the circumstances of such emergency;

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- 3.7.5.** Not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Pinacl;
- 3.7.6.** Not to do anything or knowingly to allow any circumstance, matter or thing, which is likely to damage the Equipment or detract from or impair its performance or operation;
- 3.7.7.** Not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof; and
- 3.7.8.** To permit Pinacl or its agent to inspect, test and maintain the Equipment at all reasonable times and on reasonable notice.
- 3.8.** You must effect and maintain suitable insurance in respect of relevant risks for the Equipment at, on, over or under the Site.
- 3.9.** Pinacl shall have no liability whatsoever for any loss or damage incurred as a direct or indirect result of Your breach of Clause 3.7 and/or Clause 3.8.
- 3.10.** You must immediately notify Pinacl of any loss or damage to the Equipment.
- 3.11.** Following the installation of the Equipment, and/or Purchased Equipment Pinacl shall conduct tests to ensure that the Service is ready for use. If the Service is not ready for use Pinacl shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the tests. All tests shall if You so request be carried out in the presence of Your duly authorised representative provided that such representative is available at such reasonable times as Pinacl may specify. On successful completion of the tests Pinacl may require You to sign a form confirming satisfactory installation. Where Your representative does not sign such form within 2 working days of being requested to do so, satisfactory installation of the Equipment and/or Purchased Equipment shall be deemed to have occurred.
- 3.12.** Notwithstanding Clauses 3.7.1 and 3.7.2 You may by not less than 30 days' written notice request Pinacl to re-locate the Equipment and/or Purchased Equipment. Pinacl shall use all reasonable endeavours to comply with such request. You must pay Pinacl's reasonable Charges for any such re-location. At its discretion Pinacl may require payment of such re- location Charges and any other outstanding Charges prior to commencing any works. At its discretion Pinacl may instruct You to carry out such re-location of the Equipment and/or Purchased Equipment in which event You must carry out such re-location in strict compliance with Pinacl's instructions. Pinacl shall have no liability whatsoever for any loss or damage to the Equipment, Purchased Equipment and/or Service as a result of such re-location.

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- 3.13.** You may request an upgrade to the Equipment or Service. Subject to availability Pinacl shall use reasonable endeavours to comply with such request. You must pay Pinacl's Charges for any upgrade. At its discretion Pinacl may require payment of such upgrade Charges and any other outstanding Charges prior to the provision of any upgraded Equipment or Service. The provision of all upgraded Equipment and Services is subject to the terms of the Agreement. For the avoidance of doubt any upgrade in the Equipment and/or Service may result in an increase in the Charges for which You shall not be entitled to terminate the Agreement pursuant to Clause 7.4.

4. Customer Apparatus

- 4.1.** At Your request Pinacl may agree, subject to payment of its applicable Charges and satisfactory Survey, to use for the provision of the Service, cabling and/or wiring already installed at the Site. Where You make such request You warrant that You have full title to such cabling and/or wiring and that such cabling and/or wiring and their installation meet all applicable standards and any specifications notified to You by Pinacl. You will provide such written confirmation and/or information in relation to such cabling and/or wiring as Pinacl reasonably requires.
- 4.2.** Pinacl shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Apparatus, whether or not Pinacl shall have recommended the use and/or performance of such Customer Apparatus.
- 4.3.** You are entirely responsible for the security of access to Your computer systems, the integrity of information stored thereon and its security from corruption, change and abuse by others.
- 4.4.** Prior to installation of the Equipment and/or Purchased Equipment You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Customer Apparatus and/or the Site. Pinacl shall have no liability for any damage arising from Your failure to carry out such preparations.
- 4.5.** Unless otherwise agreed in writing You are responsible for ensuring that Customer Apparatus is programmed, equipped, compatible and connected for use of the Service in accordance with Pinacl's reasonable instructions and any other instructions or safety and security procedures applicable to the use of Customer Apparatus. For the avoidance of doubt and subject to Clause 4.7
You are responsible for connecting Customer Apparatus to the Pinacl System.
- 4.6.** Save as stated in the Agreement or as otherwise agreed in writing Pinacl is not responsible for the repair and maintenance of Customer Apparatus.
- 4.7.** You must ensure that all Customer Apparatus is in good working order and complies with applicable standards, approvals and any relevant Law. Pinacl may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Apparatus if in Pinacl's reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant Law for the time

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being in force; or (ii) it may cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any service provided by Pinacl.

- 4.8. Pinacl has no liability whatsoever where any inability to use the Service is due to incompatibility between Customer Apparatus and the Equipment or Service, or for any breakdown or failure in Customer Apparatus.
- 4.9. Without undertaking any obligation to do so, where Pinacl assists You in the preparation of Customer Apparatus or its connection to the Pinacl System or Pinacl obtains such assistance from a third party You must pay Pinacl's charges.

5. Allocations and Use of Telephone Numbers

- 5.1. Any telephone numbers allocated 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.
- 5.2. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to You.
- 5.3. Pinacl shall be entitled, for commercial, operational or technical reasons or in order to comply with the requirement of any competent authority to withdraw or change any telephone number or code or group of telephone numbers or codes allocated or provisionally allocated to You. Where a telephone number is already in operational use by You, Pinacl shall use all reasonable endeavours to give You reasonable prior notice. Pinacl shall not be liable for any costs, inconvenience or other losses (including without limitation marketing and stationery costs) incurred by You as a result of any change or withdrawal as described in this Clause.
- 5.4. If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and Pinacl shall have no liability whatsoever with respect to the number chosen and its use by You.
- 5.5. If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range.

6. Access to Site

Clauses 6.1 – 6.7 apply where Pinacl requires access to the Site in order to provide the Service.

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- 6.1.** You warrant that You are the current and lawful occupier of the Site and that You are the owner of the Site or a tenant of it under a lease for a term of 12 months or more from the date of the Order Form.
- 6.2.** Any person in apparent authority at the Site who grants entry shall be deemed to have Your authority to grant such entry.
- 6.3.** Where the Site is under Your sole control You shall if requested by Pinacl enter into a Site Wayleave. Where You do not enter into the Site Wayleave:
 - 6.3.1.** You grant Pinacl and its employees, agents or contractors the right:
 - 6.3.1.1.** Upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment and, where necessary for the provision of the Service and/or the Purchased Equipment;
 - 6.3.1.2.** To keep and operate the Equipment on, under or over the Site;
 - 6.3.1.3.** To enter the Site to inspect any Equipment kept on, under or over the Site;
 - 6.3.1.4.** To pass and repass if reasonably necessary with or without vehicles and appliances over and along the roads within the Site to exercise the rights set out in Clauses 6.3.1.1. – 6.3.1.3.
 - 6.3.2.** You warrant that:
 - 6.3.2.1.** You shall not do or allow anything to be done to the Site that may cause damage to the Equipment and You shall take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment;
 - 6.3.2.2.** You shall not use the Site so as to make any of the rights granted to Pinacl in Clause 6.3.1. substantially more difficult or costly to exercise.
- 6.4.** Pinacl shall cause as little damage as reasonably possible when exercising any of its rights under Clause 6.3.1. and shall make good (to Your reasonable satisfaction) any damage that Pinacl, its employees, agents or contractors may cause to the Site.
- 6.5.** You shall provide a safe and suitable working environment for Pinacl's employees, agents or contractors at the Site.
- 6.6.** Where the Site is not under Your sole control You shall use all reasonable endeavours to ensure that the Site Occupier enters into the applicable Site Wayleave.

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- 6.7.** For the duration of the Agreement and for 60 days thereafter You shall grant and maintain and/or procure the grant and maintenance of any rights and permissions necessary in order for Pinacl to connect and maintain the Equipment at the Site, to provide the Service and to remove the Equipment following termination of the Agreement.

7. Charges Payment and Interest

- 7.1.** It is a condition of the Agreement that You pay the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 7.2.** Unless specifically agreed otherwise in writing You must pay all Charges by direct debit. Pinacl's internal billing procedures may require You (in which case You agree) to enter into more than one direct debit mandate.
- 7.3.** Charges for the Service are as referred to in the Price Guide or as otherwise agreed in writing (including without limitation the Order Form) and we will charge you fair and reasonable costs for your usage (and any reasonable administration costs) in excess of your product usage cap. Notwithstanding the aforesaid Charges are subject to Survey. If following Survey Pinacl incurs unusual additional costs in providing the Service, Pinacl shall be entitled on notification to You to increase the Charges by the amount of such costs. You agree to pay such increased Charges.
- 7.4.** Other than as set out in Clause 7.3 Pinacl may increase or implement new Charges by giving You 30 days' written notice. Without limitation such notice may be contained in billing information provided to You by Pinacl. Within 7 days of such notification You may give notice to Pinacl to terminate the Agreement. If You do not terminate in such period You are deemed to have accepted the increased/new charges. Pinacl may decrease charges at any time without notice and You shall have no right to terminate the Agreement.
- 7.5.** Other than where Charges are based solely on usage Your liability for Charges starts from the effective date of the Agreement (as referred to in Clause 14.1) whether or not the Service is used. You are liable for the Charges where the Service is used by third parties.
- 7.6.** Charges shall be invoiced by or on behalf of Pinacl in accordance with the relevant Order Form or Special Terms and shall be payable by You to Pinacl (or such person as Pinacl or the person invoicing on behalf of Pinacl shall specify) within 30 days of the date of such invoice.
- 7.6.1.** Flexible billing arrangements e.g. invoicing on a quarterly basis can be requested by You and should be requested at placement of order to enable Pinacl to confirm your request can be met and to ensure any commercial impact is identified and agreed.
- 7.7.** Notwithstanding any other provision in the Agreement, Pinacl may delay or bring forward the sending of invoices to coincide with its billing cycles from time to time. You acknowledge that the first and last invoice in relation to a particular Service may include Charges due for more than one complete billing cycle according to when such Service is connected and/or terminated.

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- 7.8.** You authorise Pinacl to alter Your direct debit instruction according to the relevant charges from time to time applicable to the Service. On proper termination of the Agreement You shall be responsible for the cancellation of any direct debit instructions or other authorisations for periodic payment to Pinacl. Except on proper termination of the Agreement You must inform Pinacl immediately if You cancel any direct debit instructions. Cancellation of any direct debit instruction shall entitle Pinacl to suspend and/or terminate the Agreement without notice.
- 7.9.** Pinacl shall be entitled to carry out credit checks on You. Pinacl accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of the Agreement You fail to meet the standard of creditworthiness deemed acceptable by Pinacl, Pinacl shall be entitled:
- 7.9.1.** To terminate the Agreement, in whole or in part immediately on written notice to You;
- 7.9.2.** To require You to make such regular installment payments in advance on account of any future charges as Pinacl shall deem appropriate;
- 7.9.3.** To impose credit limits on You in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- 7.9.4.** To impose such other measures on Your right to use any of the Services as Pinacl shall deem appropriate.
- 7.10.** Pinacl reserves the right to charge a deposit to secure amounts payable by You hereunder. Such deposit may be applied by Pinacl against any outstanding Charges due by You hereunder from time to time. No interest shall be payable on any such deposit. The deposit (or remaining balance thereof) shall be repaid to You after 6 calendar months or, where longer, when a good payment history has been demonstrated by You.
- 7.11.** If payment is not made when due Pinacl may without prejudice to its other rights, charge interest at 4% per annum above the base rate for lending of Royal Bank of Scotland plc on any amount You fail to pay from the date when payment was due until the date of actual payment. Interest will continue to accrue even if the Agreement is terminated.
- 7.12.** You must reimburse Pinacl all costs and expenses (including legal costs) incurred in the collection of any overdue amounts. Costs and expenses will continue to accrue even if the Agreement is terminated.
- 7.13.** All sums due to Pinacl under the Agreement are exclusive of Value Added Tax or any other applicable tax which shall be charged to You.

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7.14. Where prior to entering into the Agreement or at any time during its term, You have indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, Pinacl may, without prejudice to any other rights under the Agreement, apply revised Charges. Such revised Charges shall not be subject to Clauses 7.4, 17.1 or 17.2.

7.15 For the avoidance of doubt, where circuits are ordered as upgrades, replacements or are moved, unless specifically identified in writing in advance, the cost associated with the parallel running of second circuit or circuits during the transition will be met in full by The Customer. It is also the responsibility of The Customer to confirm in writing when the original circuit is to be ceased. Once a circuit is out of the primary contracted term a minimum notice period of 90 days will apply.

8. Service

8.1. Pinacl shall provide the Service in accordance with the Agreement.

8.2. You must promptly supply Pinacl with all information and materials reasonably required by Pinacl to supply the Service.

8.3. Pinacl shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However You accept that it is technically impracticable to provide the Service entirely free of faults and Pinacl does not undertake to do so.

8.4. Pinacl shall use reasonable endeavours to meet such general service levels in relation to a particular Service as Pinacl publishes from time to time. However, save as expressly stated in such published service levels, Pinacl shall have no liability for any failure to meet any such service levels. Each service has an associated service level agreement which includes details for the provision of payments of service credits to You in respect of:

8.4.1. Late delivery of services;

8.4.2. Failure by Pinacl to meet service levels for availability and for timely fault repair

8.5. Pinacl shall provide You with monthly reporting against the published service level agreement, including details of faults and other service level failures and detailing where applicable any service credits.

9. Use of the Service

9.1. You undertake not to re-sell the Service or Equipment or any part thereof to any person.

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- 9.2.** You undertake to use the Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by Pinacl from time to time and in accordance with Law. Pinacl may from time to time vary the technical and/or operational procedures for use of the Service.
- 9.3.** You must not use or allow anyone to use the Service:
- 9.3.1.** To send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
- 9.3.2.** To cause annoyance, inconvenience or needless anxiety to anyone;
- 9.3.3.** To violate or infringe the rights of any person;
- 9.3.4.** In breach of the Agreement; or
- 9.3.5.** In breach of Law.
- 9.4.** Pinacl may at its discretion suspend the Service and/or terminate the Agreement if You are in breach of Clause 9.3. You must indemnify and hold harmless Pinacl against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Agreement or the Law.
- 9.5.** Pinacl may allocate You a Password to enable You to use the Service. You must keep such Password safe and confidential and notify Pinacl immediately if any third party becomes aware of it. You must not copy or attempt to copy any smart card or other security device. Pinacl reserves the right to change the Password without notice and if it has reason to believe You are in breach of this Clause 9.5 to invalidate such Password and/or to terminate the Agreement.
- 9.6.** Pinacl may (but shall not be obliged) to agree to a request by You to alter a Password. You may be required to pay a charge for such alteration.
- 9.7.** Pinacl reserves the right (but shall not be obliged) to refuse to provide a Service where accurate Passwords are not used.
- 9.8.** If the Service requires You to open an account You must complete the registration process by providing Pinacl or such person as it nominates with current, complete and accurate information as requested from time to time.
- 9.9.** You are responsible for the use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.

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10. Software

- 10.1.** Intellectual property rights in the Software remain the property of Pinacl or its licensors. You agree to comply with the terms of the Agreement and any licences required by the owner of any intellectual property right in the Software notified to You by Pinacl or appearing on screen as an integral part of the Service. If You do not consent to any such licences of Software, You may terminate the Agreement in accordance with Clause 14.4.
- 10.2.** You may have to use or download certain software (other than the Software) to enable You to use or access certain software applications, portals or services which are available to You via the Services. You shall comply with all licence terms set out by the licensor of such software. If You do not agree to be bound by such licence terms You are not entitled to terminate the Agreement pursuant to Clause 14.4 but You should not use the relevant software applications, portals or services.
- 10.3.** Pinacl hereby grants You a non-exclusive revocable licence to use the Software in executable object code form only.
- 10.4.** The licence granted to You under the Agreement is personal to You and may not be leased, sublicensed, transferred, assigned, lent or otherwise disposed of.
- 10.5.** If You use the Software in any way which will result in You being in breach of the Agreement or the terms of any individual agreement provided with the Software or if You attempt to transfer, assign or otherwise dispose of Your licence to use the Software that licence is terminated immediately.
- 10.6.** The Software is protected by copyright law. You must use the Software in accordance with the Agreement and the terms of any individual agreements provided with the Software. Unless otherwise stated in the terms of any agreements/licences provided with the Software or except to the extent permitted by Law You must not copy the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to You. If You receive Your first copy of the Software electronically and a second copy on a tangible medium, the second copy may be used only for backup and archival purposes. This licence does not grant You any right to any enhancement, reversion or update to the Software. However Pinacl or its licensors may at any time make available and subject to the provisions of Clause 14.4 require You to accept such enhancements, reversions or updates and may cease to distribute or license previous versions of the Software to You. You must comply with the terms of the Agreement (and any other licence agreements governing such Software) in relation to such enhanced, reversion or updated Software as if it were the original Software. Pinacl shall be entitled to charge You its then current standard charges for such Software and any enhancements, reversions and updates.

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- 10.7.** You must not attempt to reverse engineer, decipher, decompile or disassemble the Software except to the extent permissible by Law. You must not reduce the Software to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You must not modify the Software or create derivative works of the Software. You must not transmit or distribute the Software electronically, via the Internet or in any other way.
- 10.8.** Whilst Pinacl and its suppliers have made reasonable efforts to minimise defects or errors in the Software and to check the Software for viruses, Pinacl does not warrant that Your use of the Software will be uninterrupted or that the operation of the Software will be error free, virus free or secure, or that the Software and the functions of the Software will be merchantable and will meet Your requirements. In addition, the security mechanism implemented by the Software has inherent limitations and You shall have sole responsibility in determining that the Software sufficiently meets Your needs.
- 10.9.** Pinacl warrants that the media containing the Software, if provided by Pinacl, is free from defects in material and workmanship and will so remain for ninety (90) days from the date You receive the Software.
- 10.10** Subject to Clause 10.11 below Pinacl's sole liability for any breach of the warranties in Clause 10.9 shall be, in Pinacl's sole discretion:
- 10.10.1.** To replace Your defective media or copy of the Software; or
- 10.10.2.** To advise You how to achieve substantially the same functionality as described in the User Documentation with the Software through a procedure different from that set forth in the User Documentation; or
- 10.10.3.** To refund the fee You paid for the Software.
- 10.11.** Pinacl's liability under Clause 10.9 shall be incurred only in the event that You:
- 10.11.1.** Inform Pinacl of the breach of warranty during the applicable warranty period;
- 10.11.2.** If requested by Pinacl return the Software to Pinacl; and
- 10.11.3.** Provide evidence of the dates You received the Software.
- 10.12.** Repaired, corrected or replaced Software shall be covered by the warranties in Clause 10.9 for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date of delivery to You of the replacement media or copy of the Software, or the date Pinacl advised You how to operate the Software so as to achieve the functionality described in the User Documentation.

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10.13. The warranties contained in Clause 10.9 are the only warranties made by Pinacl in relation to the Software. Pinacl makes no other express or implied warranty relating to the performance, quality or fitness for a particular purpose of the Software. No agent or employee of Pinacl is authorised to make any modifications, extensions, or additions to this warranty.

10.14. The warranties contained in Clause 10.9 shall be terminated immediately if:

10.14.1. Any modifications are made to the Software by You or any third party during the warranty period; or

10.14.2. The media is subjected to accident, abuse, or improper use; or

10.14.3. You violate the terms of the Agreement.

10.15. The warranties in Clause 10.9 shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the User Documentation.

11. Maintenance

11.1. Pinacl shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.

11.2. If You detect any defect or impairment in the operation or performance of the Service You must notify Pinacl of the nature of such defect or impairment. Pinacl will endeavour to respond as promptly as possible after such notification and endeavour to make the necessary corrections.

11.3. Pinacl will be entitled to charge and You will pay a service fee at Pinacl's then current charging rates in the event that the need for any maintenance results from any one or more of the following:

11.3.1. Misuse or neglect of or accidental or willful damage to the Equipment, Purchased Equipment and/or Service; or

11.3.2. Accidental or willful disconnection of the Equipment, Purchased Equipment and/or Service; or

11.3.3. Your failure to comply with any of the provisions of the Agreement; or

11.3.4. Fault in, or other problem associated with, any telecommunications system not run by Pinacl or in Your own equipment; or

11.3.5. Faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

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12. Limitations of Liability

- 12.1.** Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- 12.2.** Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software, Equipment and Purchased Equipment are excluded to the fullest extent permitted by Law.
- 12.3.** Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.
- 12.4.** Subject to Clauses 12.5 and 12.6 below Pinacl accepts liability for direct physical damage to Your property and the Site where such damage arises solely and directly from the negligence of Pinacl's employees, agents or contractors while acting in the course of their employment.
- 12.5.** Save in relation to payment of indemnities pursuant to Clauses 3.7 and 9.4 and subject to Clause 12.3:
 - 12.5.1.** Each Party's liability (including without limitation liability for negligence) under the Agreement (other than for payment of Charges) shall be limited to an amount not exceeding £50,000 in respect of any one event; and
 - 12.5.2.** Each Party's total liability for all claims under the Agreement (other than for payment of Charges) shall be limited to the greater of either (i) £100,000; or (ii) the value of the Charges over the Minimum Period. For the avoidance of doubt, unless minimum commitments regarding Charges have been agreed, usage-based Charges shall not be included in this calculation of the value of the Charges over the Minimum Period.
- 12.6.** Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by the Party of its obligations under the Agreement.
- 12.7.** Pinacl shall not be liable for any loss of (or loss of use of) data resulting from Your use of the Service including without limitation any delays, non-delivery or missed deliveries directly or indirectly caused to You by such loss.

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- 12.8.** Without undertaking any obligations to give any such advice and/or recommendations, Pinacl shall not be liable for any loss or damage suffered by You as a result of placing reliance on Pinacl's advice and/or recommendations regarding the use of a third party's products or services.
- 12.9.** Unless stated in any relevant Special Terms, Clauses 12.1 – 12.8 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of Pinacl's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by Pinacl may be disproportionately greater than the Charges.
- 13. Suspension and other Pinacl Powers**
- 13.1.** Pinacl may:
- 13.1.1.** In an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 13.1.2.** Temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance or improvement or to protect life, limb or property;
- 13.1.3.** Give such instructions to You about the use of the Service it deems reasonably necessary;
- 13.1.4.** Do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 13.1.5.** Suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
- 13.2.** Except in an emergency when no such notice is required, Pinacl shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against Pinacl for any suspension of the Service pursuant to Clause 13.1. Any exercise by Pinacl of its right to suspend the Agreement shall not exclude Pinacl's right subsequently to terminate the Agreement.
- 13.3.** If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse Pinacl's costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement. Where Pinacl agrees (at its discretion) to recommence the Service You must pay Pinacl's reasonable charges in relation to such re-commencement and, at Pinacl's discretion, You shall pay a reasonable deposit against future payments.

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14. Duration and Termination

14.1. In relation to a particular Service the Agreement shall come into effect on the earliest of the dates You sign the Order Form or You start using the Service or the date the Service is available to You.

14.2. The Agreement shall continue in force unless either Party terminates the Agreement by giving the other Party the following notice period:

14.2.1. 30 days' written notice where the Minimum Period has expired.

The above notice period shall not be valid unless it expires on or after the end of the relevant Minimum Period.

14.3. Notwithstanding Clause 14.2, You may terminate the Agreement in accordance with Clauses 7.4 and 17.2.

14.4. If You do not consent to any of the licences of Software notified to You pursuant to Clause 10.1 You may within 7 days of such notification notwithstanding Clause 14.2 terminate the Agreement in relation to the associated Service. However Your continued use of the Service or failure so to terminate the Agreement will be deemed to constitute acceptance of the said licences of Software and You shall not be entitled to terminate the Agreement under this Clause.

14.5. Notwithstanding Clause 14.2 Pinacl may terminate the Agreement immediately on written notice if:

14.5.1. Any Survey is not in Pinacl's discretion satisfactorily completed;

14.5.2. Any Site Wayleave is not entered into within a reasonable time as determined by Pinacl;

14.5.3. Any licence, permission or other approval You or Pinacl require from time to time to connect to Pinacl's System or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or Pinacl the appropriate rights;

14.5.4. You are the subject of bankruptcy or insolvency proceedings in the United Kingdom or elsewhere, a receiver or administrator (or equivalent) is appointed over any of Your assets or You enter into any formal or informal composition or arrangement (or equivalent) with Your creditors or You or Pinacl reasonably believes that such events are reasonably likely to occur. For the purposes of this Clause 14.5.4 "You" shall include Your direct and/or indirect parent company and "Your" shall be interpreted accordingly;

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- 14.5.5.** You make a material mis-statement in the details You have supplied to Pinacl to enable Pinacl to provide the Service;
- 14.5.6.** You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with Pinacl or a member of its Group;
- 14.5.7.** Pinacl suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against Pinacl or any third party;
- 14.5.8.** You fail to meet the standard of creditworthiness as set out in Clause 7.9; or
- 14.5.9.** Any contract (or part thereof) between Pinacl and a third party provider of telecommunications services is terminated where such termination affects the provision of the Service.
- 14.6.** If Pinacl requests You to do so but You fail to return to Customer Services (or as otherwise notified to You by Pinacl) the Order Form duly signed by You within 14 days of the Service Commencement Date (or any other date notified to You by Pinacl) Pinacl shall be entitled (but not obliged) without notice to terminate the Agreement or, without prejudice to its right so to terminate, to downgrade the Service as it thinks fit.
- 14.7.** On termination of the Agreement any licence granted to You by Pinacl shall immediately cease, You must immediately stop using the Service and all amounts You owe Pinacl for use of the Service shall be due and payable in full and You shall have no right to withhold or set off any such amounts.
- 14.8.** On termination of the Agreement by reason of Your default You shall be liable to pay Pinacl all Charges that would otherwise have been payable by You during the Minimum Period. Pinacl shall not be obliged to refund any Charges paid in advance.
- 14.9.** On termination of the Agreement You must allow Pinacl promptly to remove the Equipment. If You delay prompt removal of the Equipment following termination of the Agreement, Pinacl shall, until such removal is effected, be entitled to continue to charge You and You shall pay such Charges together with any additional costs and expenses caused to Pinacl by such delay.
- 14.10.** The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 16).
- 15. Assignment**
 - 15.1.** You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of Pinacl.
 - 15.2.** Pinacl may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

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16. Force Majeure

- 16.1.** Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 days' written notice to the other Party.

17. Variation

- 17.1.** Subject to Clauses 17.2, 17.4 and 17.5 any variation to the Agreement shall be agreed by the Parties in writing.
- 17.2.** Notwithstanding Clause 17.1 Pinacl reserves the right to amend or vary the Agreement (other than in relation to Charges which are governed by Clauses 7.3 and 7.4) By giving You 30 days' written notice thereof. Within 14 days of such notification You may give Pinacl not less than 14 days' notice to terminate the Agreement unless the amendment or variation is imposed by Law when You shall have no right to terminate. If You do not terminate in such period You are deemed to have accepted the variation.
- 17.3.** If You request and Pinacl agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as Pinacl shall require giving effect to such change and You must pay to Pinacl its then current charges for such change. Pinacl may require payment prior to effecting such change. To reflect such change Pinacl may without notice revise the Charges and the provisions of Clause 7.4 shall not apply to such revision.
- 17.4.** Subject as stated in this Clause, Pinacl may vary the Service from time to time. In this Clause 17.4, "New Service" shall mean the service after variation and "Original Service" shall mean the Service prior to variation. Such variation may be the result, without limitation, of a change of name, method of delivery, change in technology, upgrade or substitution of alternative service and:
- 17.4.1.** The New Service shall have at least equivalent functionality and service levels to the Original Service;
- 17.4.2.** You shall not be charged for such variation;
- 17.4.3.** Charges payable for the Original Service shall apply to the New Service; and
- 17.4.4.** The Minimum Period for the Original Service shall apply to the New Service. After a variation in accordance with this Clause the New Service shall be deemed the Service.
- 17.5.** Pinacl may at any time improve, modify or otherwise alter the Service in the event that:

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- 17.5.1.** Pinacl's suppliers' services are altered so as to affect the provision by Pinacl of the Service;
- 17.5.2.** In Pinacl's reasonable opinion the Service should be altered for reasons of quality of service or otherwise for the benefit of Pinacl's customers as a whole;
- 17.5.3.** Technical or regulatory reasons so require.
- 17.6.** Nothing written on the Order Form (in particular but without limitation in the section headed "Notes and comments") shall vary any provision of these Standard Terms and Conditions or any Special Terms.
- 17.7.** Any variation to the Agreement pursuant to Clauses 17.4, 17.5, 20.1 or 20.2 of these Standard Terms and Conditions shall not be subject to the terms of Clause 17.2.

18. Notices

Unless otherwise stated in the Agreement:

- 18.1.** Notices sent by You to Pinacl shall be sent by hand or post to the Head of Customer Services at the address below or as otherwise notified to You.
- 18.2.** Notices sent by Pinacl to You may be sent:
 - 18.2.1.** By hand or by post to Your billing address specified on the Order Form or to Your registered office; or
 - 18.2.2.** By fax to Your fax number specified on the Order Form or as otherwise notified to Pinacl in writing; or
 - 18.2.3.** By electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to Pinacl in writing.
- 18.3.** Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Notice given by fax shall be deemed given when transmitted provided that the sender shall have received a transmission report confirming correct transmission. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

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19. Marketing and Data Protection

- 19.1.** Pinacl may use any information supplied by You for its own administrative and customer service purposes or for any other purpose required by Law. Without limitation Pinacl shall be entitled to disclose information provided by You to any member of its Group, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable Pinacl to provide the Service Pinacl shall also be entitled to disclose such information to other telecommunications companies.
- 19.2.** In order to maintain quality and for training purposes Pinacl may monitor and record telephone conversations with You.
- 19.3.** Pinacl shall be entitled to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of Pinacl's customer base (including You) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.
- 19.4.** Pinacl shall be entitled to make Your name, address and telephone number available to the emergency services.
- 19.5.** Unless You have ticked the relevant boxes on the Order Form or You notify Customer Services in writing at the address given below or as otherwise notified to You, Pinacl may:
- 19.5.1.** Use information provided by You for market research purposes or to supply You with information about other products or services available from Pinacl or a member of its Group;
- 19.5.2.** Provide information supplied by You to third parties for market research purposes or to enable them to supply You with information about their products or services.

20. Test or Trial Services

- 20.1.** Pinacl may from time to time supply test or trial services and/or promotional offers ("Offers") to some or all of its customers. Such Offers shall be subject to any terms and conditions ("Promotional Terms and Conditions") notified by Pinacl to its customers. Unless otherwise stated in the Promotional Terms and Conditions Pinacl shall not incur any liability under the Agreement in relation to such Offers.
- 20.2.** Promotional Terms and Conditions may require a variation to the Agreement in which case You shall be deemed to have accepted in writing such variation on acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions an Offer may be amended or withdrawn by Pinacl (in relation to some or all of its customers) at any time and without notice. For the avoidance of doubt Pinacl is not obliged to include You in any Offer it makes to its customers.

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21. Entire Agreement

- 21.1.** The Agreement represents the entire understanding between the Parties in relation to the provision of the Service and supersedes and extinguishes all other agreements or representations (except fraudulent misrepresentations) made by either Party, whether oral or written. In particular Pinacl shall not be bound by any oral or written representation (except fraudulent misrepresentations) made by its representatives unless specifically incorporated into the Agreement in writing.

22. Time not of the essence

- 22.1.** Any dates quoted by Pinacl in connection with the provision of the Service or delivery and installation of the Equipment and/or Purchased Equipment shall be treated as estimates only. Pinacl accepts no liability for failure to meet such dates and time shall not be of the essence of the Agreement for this purpose.

23. Miscellaneous

- 23.1.** No waiver by Pinacl of any default by You under the Agreement shall operate or be construed as a waiver by Pinacl of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by Pinacl to You shall imply a waiver of Pinacl's rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.
- 23.2.** If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.
- 23.3.** The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.
- 23.4.** In the event of any inconsistencies between the contents of these Standard Terms and Conditions, the Special Terms, the Order Form and the Price Guide, the order of precedence shall (unless expressly stated to the contrary) be (i) the Special Terms; (ii) the Standard Terms and Conditions; (iii) the Order Form; and (iv) the Price Guide.
- 23.5.** In the event of any inconsistency between the provisions of any Site Wayleave entered into by You and Clauses 6.1, 6.3, 6.4 and 6.7, the terms of the Site Wayleave shall prevail.
- 23.6.** The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.

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24. Confidentiality

- 24.1.** Each Party (in this Clause “Receiving Party”) undertakes to the other Party (“Disclosing Party”):
- 24.1.1.** To keep confidential the Disclosing Party’s information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement (“in this Clause “Confidential Information”); and
 - 24.1.2.** Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party’s written consent, except to the Receiving Party’s employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
 - 24.1.3.** To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- 24.2.** You shall not disclose the existence of this Agreement to any third party without the prior written consent of Pinacl.
- 24.3.** The confidentiality obligations in Clauses 24.1 and 24.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.
- 24.4.** The confidentiality obligations in Clauses 24.1 and 24.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party’s reasonable satisfaction:
- 24.4.1.** Has ceased to be secret without default of the Receiving Party’s part; or
 - 24.4.2.** Was already in the Receiving Party’s possession prior to disclosure by the Disclosing Party; or
 - 24.4.3.** Has been received from a third party who did not acquire it in confidence.
- 24.5.** Clause 24 shall survive termination of the Agreement or any part of it.

25. Governing Law and Arbitration

- 25.1.** The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.
- 25.2.** Any dispute arising under the Agreement which does not involve either a complicated issue of law or a sum exceeding £5,000 may be referred to arbitration or such other means of dispute resolution as may be applicable and available from time to time.

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- 25.3.** Sale of goods Act 1979. Supply of Goods and Services Act 1982. Sale and Supply of Goods Act 1994. The Sale and Supply of Goods to Consumers Regulations 2002. We work with You and uphold Your statutory rights regarding the products and services that we supply.
- 26. Term of Contract**
- 26.1** The Managed Service shall continue for the Initial Term and thereafter shall continue for a period of twelve months (automatically renewing for a further twelve months on each anniversary after the Initial Term) unless and until either Party serves written notice on the other Party to terminate the Managed Service.
- 26.2** A notice to terminate the Managed Service shall only be effective if the Customer provides a minimum of 90-days notice expiring before the expiry of the Initial Term or any anniversary following the Initial Term and has fully paid any sums owing to the Company and discharged all obligations under the Contract. Such termination notice shall be sent to pshd@pinaclsolutions.com and followed by a hard copy to Company's registered address.

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Signature

By signing the Standard Terms & Conditions You agree to be bound by the Standard Terms and Conditions of Pinacl as amended from time to time in accordance with the Terms of those Conditions; and confirm that no Terms and/or Conditions which You may seek to impose on Pinacl shall apply or have effect.

Date

Customer name (in capitals)

To find out more call **01745 535330** or visit www.pinaclsolutions.com

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