

## VENTURE MOBILE - TERMS & CONDITIONS

‘VENTURE’	Means Venture Telecom Ltd; Venture Telecom [Billing] Ltd, or Venture Converged Solutions Ltd.	number per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during/after the term of the Agreement.
‘SUBSCRIBER’	Means the Subscriber / Customer.	3.8 The time of payment of all sums due to Venture under this agreement shall be the essence of this agreement. If payment in full is not received by Venture upon the payment date due/within 14 days of receipt of invoice, if paying by alternative means to Direct Debit, Venture shall be entitled to levy late payment charges equivalent to those outlined in [3.6]. For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone number per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during/after the term of the Agreement.
‘NETWORK’	Means any telecommunications network available from Venture.	3.9 Venture may suspend Service due to part &/or non-payment of invoices by the payment due date/ within 14 days of receipt of invoice; this will result in the suspension of the Service without prior notice. In the event Service is suspended due to late/part &/or non-payment, reconnection charges may be applied at Venture’s sole discretion.
‘SERVICES’	Means the telecommunications services provided by means of the Network.	3.10 Where late payment charges are applied and subsequently credited back to the Subscriber, Venture reserves the right to re-apply the late payment charges at any time during/after the Minimum Term.
‘SERVICE PROVIDER’	Means Venture Telecom Ltd, Venture Telecom [Billing] Ltd or Venture Converged Solutions Ltd.	3.11 All charges payable under this agreement shall be calculated by reference to date recorded or logged by Venture and not by reference to the date recorded or logged by the Subscriber.
‘CALL CHARGE’	Means a predetermined charge unit of time invoiced /charged at the rate/s set out in the tariff sheet/s published/provided by Venture [prior and subsequent to service commencement] available upon request from Venture and which are subject to change/fluctuation and variation due to incremental billing; minimum call charges and connection fees.	3.12 Venture shall be entitled to levy a monthly rental fee for any equipment supplied.
‘CONNECTION CHARGE’	Means the relevant on-off sum to be charged for connection to the Service.	3.13 Venture shall be entitled to levy a fee for installation of equipment, installation of Services, connection of Service or cancellation of an engineer visit (for pre-booked appointments that are cancelled either due to the engineer not being able to gain access to the site or the appropriate notice not being given).
‘CONNECTION’	Means the connection of the Service &/or Mobile Device/SIM Card to the Network.	3.14 All billing queries must be raised within 30 days of receipt of invoice. It is at Venture’s sole discretion as to whether or not a rebate is granted after the 30 day period has lapsed
‘CONNECTION DATE’	Means the date of connection i.e. the date Service is enabled/commences.	3.15 Venture reserves the right to review any Credit Limit applied to this Agreement
‘INVOICE DATE’	Means the same date as appears on the invoice raised by Venture.	3.16 Venture may require from the Subscriber a deposit as security for payment of charges under this Agreement. The Subscriber may request the return of any deposit paid at the expiry of the Minimum Term / Period but the decision to return any deposit prior to termination of the Agreement will be at the sole discretion of Venture. Venture reserves the right to set off any deposit against charges incurred under this Agreement.
‘MONTHLY CHARGE’	Means the relevant sum for access to the Network and provision of Services as set out in the Framework &/or Service Agreement or any additional Services requested.	3.17 If the parties agree that payments by the Subscriber to Venture are to be made by credit card and if payment of charges is not made on the due date/within 14 days of receipt of invoice, Venture is authorised to debit the Subscriber’s nominated Credit Card with all charges due and payable to Venture.
‘SIM CARD’	Means the Subscriber Identity Module which is a unique card containing information and when used with a Mobile Device enables access to the Services.	3.18 A 5% surcharge, based on invoice value, is charged for any credit card payments
‘MOBILE DEVICE’	Means the equipment used on the Mobile Network/s.	3.19 Should a Direct Debit Payment fail and it is deemed to be the Subscriber’s responsibility, a charge of £5.00 + 5% of the invoice value will be charged on the day following the date upon which the Direct Debit was called for from the Subscriber’s bank account. If the Subscriber fails to pay all monies invoiced by Venture within 3 working days late payment charges detailed in [3.6] apply. For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone number per month until all outstanding monies are paid in full or the duration of the Agreement extended by 12 months. In the event late payment charges are not applied at the time late payment arises Venture reserves the right to apply unbilled late payment charges at any time during/after the term of the Agreement
‘CREDIT LIMIT’	Means a monthly financial limit applied for charges incurred under this Agreement. Venture reserves the right to reduce a customer’s credit limit to zero at any time requesting the immediate payment of a security deposit equal to a value not exceeding the remaining term value of the contract as calculated by Venture; where payment is not received by Venture within 24hrs of Venture requesting payment of a security deposit Venture reserves to right to suspend all services without further notice.	3.20 A charge of £2.50 per invoice &/or itemised report is chargeable if the Subscriber requests a copy invoice when the original has already been sent
‘EQUIPMENT/DEVICE SUBSIDY’	Means the subsidy applicable to any mobile device for the relevant Minimum Period.	3.21 Notwithstanding any other right or remedy Venture has under this Agreement, Venture may at any time and at its sole discretion: 1. Reduce the credit limit to zero and 2. Require payment in advance of supplying the Services or immediately upon demand; and/or 3. Suspend, disconnect or terminate the provision of all or any of the Services
‘DISCONNECTION NOTICE’	Means a notice to disconnect one or more Services from the Network.	3.22 Venture reserves the right to withhold or withdraw discount on any invoices that remain unpaid for period of 60 days.
‘FRAMEWORK / SERVICE AGREEMENT’	Framework Agreement [Business Subscribers] and Service Agreement [Consumer Subscribers] is the Entire Agreement between the two parties in relation to the commercials including but not limited to price and obligations in conjunction with these Terms & Conditions.	3.23 Venture’s acceptance of payment from another person other than the Subscriber does not imply that Venture has amended any of its rights or obligations of the Subscriber.
‘MINIMUM TERM’	Means the number of months stated in the Framework Agreement or Service Agreement during which the Subscriber agrees to take the Service from Venture commencing on the date of Activation, Upgrade of Equipment, Incentive Given, Tariff Change Implemented, Reconnection of Service if suspended for non-payment & / or Service or Company Name Change [Whichever is the later]. In the absence of a Framework or Service Agreement being signed or a Minimum Term not being detailed a Minimum Term of 36 Months applies.	3.24 Conditions of Tariff [i] The Subscriber fulfils the full term of the Contract/Agreement as recorded by Venture. [ii] The Subscriber adheres strictly to the payment terms throughout the duration of the Contract/Agreement [iii] Where a Tariff Change / Incentive is implemented/provided to the Subscriber prior to the expiry of the Minimum Term the mobile connection/s is/are re-contracted for the Minimum Term and balance of previous Minimum Term Remaining. [iv] The charges detailed in Framework or Service Agreement are subject to the Subscriber achieving the Minimum Holding [as specified in the Framework or Service Agreement] within three [3] months of the commencement date and maintaining the Minimum Holding for the duration of the service period. Where the Subscriber fails to satisfy its obligations in respect of the Minimum Holding, then Venture shall be entitled to charge the Subscriber the standard Line Rental Charges (at the Charges detailed in the Venture Price List from time to time) for the difference between the actual number of SIM Cards connected to the Mobile Network and the Minimum Holding until such time as the Subscriber achieves the Minimum Holding or the expiry of the Minimum Term. The Minimum Holding Charge shall apply irrespective of whether the Agreement has been terminated [v] Where the Subscriber has not achieved the Aggregate Minimum Spend upon the expiry of the Minimum Term, then the Subscriber may elect to either: i) allow the Agreement to continue in full force and effect until such time as the Aggregate Minimum Spend has been achieved, which period shall not exceed three (3) months from the date on which the Minimum Term expires at which point if the Subscriber has still not achieved the Aggregate Minimum Spend any shortfall shall become immediately due to Venture. [vi] In the absence of a Framework or Service Agreement being signed or an Aggregate Minimum Spend not being detailed in the Framework or Service Agreement the Aggregate Minimum Spend will be calculated as follows: Total Monthly Spend (taken as an average of the last 3 months actual spend) x Minimum Term.
‘MINIMUM PERIOD’	Means the number of months stated in the Framework or Service Agreement in respect of each individual connection [i.e. mobile number] connected to the Venture Service commencing on the date of Activation, Upgrade of Equipment, Incentive given, Tariff Change Implemented, Reconnection of Service if suspended for non-payment & / or Service or Company Name Change [Whichever is the later]. In the absence of a Framework or Service Agreement being signed or a Minimum Period not being detailed a Minimum Period of 36 Months applies.	3.3 Without prejudice to any other rights of Venture in the event of the Subscriber failing to pay any sums due to Venture on time or at all Venture shall be entitled to: 3.3.1 Reclaim from the Subscriber all costs and expenses [including legal costs] incurred in the collection of overdue amounts from the Subscriber; and 3.3.2 Suspend all Service/s until such time that all outstanding invoices are paid without offset
‘TERMINATION FEE’	Means the fee as detailed in Clause 5.	
‘TERMINATION NOTICE’	Means the notice to terminate this Agreement served 90 days subsequent to the expiration of the Minimum Term or pursuant with Clause 5.	
‘VALUE ADDED SERVICES’	Means the value added services such as installations, insurance, field services, repair etc. as may be made available from time to time by Venture to the Subscriber on a non-discriminating basis and details of which appear on the Price List	
‘SYSTEM’	Means the Cellular GSM UK Network	

### 1. Service

Venture will provide the Service as detailed in the Framework or Service Agreement to the Subscriber on an exclusive basis. For the avoidance of any doubt, by entering into this Agreement the Subscriber appoints Venture as the exclusive supplier of the Service/s and the Subscriber shall not appoint a third party to provide services similar or identical to the Service/s provided by Venture, without the prior written consent of Venture; such consent will not be withheld where Venture is unable to provide the Service/s offered by the third party.

### 2. Duration

2.1 The Agreement shall come into force on and with effect from the date on the Framework or Service Agreement.  
2.2 The initial Minimum Term of the Agreement as stated in the Framework or Service Agreement takes effect from the date Service commences on each number.

### 3. Payment

3.1 Pricing of the Service shall be as stated in the Framework or Service Agreement. All prices are exclusive of Value Added Tax and all prices are subject to change / fluctuation and variation due to incremental billing; minimum call charges and connection fees  
3.2 The Subscriber shall be invoiced monthly by Venture for all charges under this Agreement plus Value Added Tax.  
3.3 All sums invoiced by Venture, under this agreement, shall be paid in full by the Subscriber without any off-set whatsoever. In the event of part &/or non-payment by the Subscriber, service will be suspended immediately and without prior notification. Venture also reserves the right to reduce a customer’s credit limit requesting the immediate payment of a security deposit equal to a value not exceeding the remaining term value of the contract as calculated by Venture; where payment is not received by Venture within 24hrs of Venture requesting payment of a security deposit Venture reserves to right to suspend all services until payment of the security deposit is received by Venture.  
3.4 Direct Debit payment for airtime and subscription charges [line rental etc.] is compulsory.  
3.5 Direct Debit payments will be collected within 14 days of the invoice date.  
3.6 The charge for non-Direct Debit payment is £2.50 + VAT per telephone number per month until a Direct Debit form is fully completed and received by Venture or the duration of the Agreement extended by 12 months.  
3.7 Where Venture accepts payment by an alternative means to Direct Debit and waives the applicable charges outlined in [3.6], payments must be made within 14 days of receipt of invoice. Venture reserves the right to revoke this waiver at any time and without notice; in the event Venture revokes this waiver the Subscriber must complete and return a signed/valid Direct Debit Mandate within 3 working days and agrees to pay charges associated with non-direct debit payment as outlined in [3.6] where payment is not made by the payment due date/within 14 days of receipt of invoice.  
For the avoidance of any doubt late payment will attract late payment charges of £2.50 + VAT per telephone

### 4. Use of the Service

The Subscriber undertakes to use the Service in accordance with such conditions as may be notified in writing to the Subscriber by Venture from time to time.

### 5 Termination of the Service

5.1 If the Subscriber wishes to cancel the Agreement, giving 90 days written notice subsequent to the expiry of the Minimum Term, Venture will agree to accept such cancellation on the basis that the Subscriber shall pay all any outstanding bills for telephone calls and/or line rental charges. If notification is not received from the Subscriber and the Subscriber continues to use the Service then the terms of this Agreement will continue to apply  
5.2 The Subscriber agrees/authorises Venture to prohibit the transfer of all or part of the Service/s away from Venture whilst the Subscriber is in contract &/or monies are outstanding &/or no written notice has been provided or the Subscriber is in breach of any agreement with Venture.  
5.3 The Subscriber accepts and agrees that Venture’s rights as set out in the Framework/Service Agreement [including particularly this Condition 5] are reasonable terms for the purposes of OFCOM’s General Terms and Conditions in respect to number portability or otherwise.  
5.4 The Subscriber may not disconnect or request the transfer of Service/s away from Venture within its Minimum Term without the prior written consent of Venture.  
5.5 The Subscriber assigns the ownership of the Subscriber Mobile Telephone Numbers to Venture for the duration of the Minimum Period  
5.6 In the event that the Subscriber gives notice to take effect prior to the expiry of the Minimum Term [and on the basis Venture consents to the same] the Subscriber will pay to Venture the following Termination Fee’s prior to the numbers being terminated or PAC Code being provided:  
5.6.1 Venture’s standard line rental for the remainder of the Minimum Term  
5.6.2 Projected value of remaining term call revenue. This will be calculated by taking a monthly average of the last 3 months actual call spends.  
5.6.3 In early termination an administration / reconciliation fee will be charged, subject to the discretion of Venture based on projected value of remaining term call revenue  
5.6.4 Any equipment supplied free of charge or as part of the discount package will be the property of Venture and will be returned by the Subscriber & / or invoiced to the Subscriber at Venture’s price list at the time of supply or early termination [whichever is the highest].  
5.6.5 Venture may at its sole discretion ‘claw back’ or demand repayment of any Connection &/or other Incentive given [including line rental discount provided as part of a discount package] in the event that – [a] Venture consents to provide any PAC Code/s &/or permits termination/transfer to an alternative service provider prior to the expiry of the Minimum Term. & [b] if the Subscriber is in breach of the Framework/Service Agreement or any other agreement with Venture  
5.7 In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.  
5.8 In the absence of a Framework or Service Agreement being signed or an Aggregate Minimum Spend not being detailed on the Framework or Service Agreement the Aggregate Minimum Spend will be calculated as follows: Total Monthly Spend [taken as an average of the last 3 months actual call spend] x [Minimum Term +

Notice Period]

5.9 The Subscriber accepts that Venture may collect any Early Termination Fees by Direct Debit  
5.10 On termination of this Agreement, after the Minimum Term, Venture reserves the right to charge any applicable termination, administration or porting fee of up to £50.00 per number when the contract ceases and the numbers are moved to another service provider.

#### **6. Provision of Information**

The Subscriber undertakes to promptly provide Venture free of charge, with all information and co-operation that Venture may reasonably require to enable it to proceed without interruption with the performance of its obligation under this agreement.

#### **7. Liability**

7.1 Nothing in this Agreement shall exclude or restrict Venture's liability for death or personal injury resulting from the negligence of Venture or its employees while acting in the course of their employment.  
7.2 Subject to Condition 7.3 Venture shall be liable for damage to the property of the Subscriber caused by any negligent act or omission of Venture or its employees provided that such liability Venture in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance of Venture's obligations under this agreement shall be limited to an amount equivalent to one month's Monthly Charge or £10,000 whichever is the lower.  
7.3 Venture shall not be liable to the Subscriber in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.  
7.4 The provisions of this condition 7 shall continue to apply notwithstanding the termination of this Agreement.  
7.5 Venture shall not be liable in any circumstances for making good Subscriber premises in the event of the removal of the equipment.  
7.6 Unless otherwise stated in these Conditions [or any relevant Service Specific Conditions] Venture makes no warranty in respect of the supply of equipment &/or Services and all other warranties which by reason of statute or other direction, regulation or governmental authority may be implied into contract for the supply of the equipment &/or Services are hereby excluded to the fullest extent possible, save for, and to the extent of, those warranties which cannot lawfully be excluded. If the Subscriber is a consumer, this shall be without prejudice to its statutory rights.  
7.8 Venture shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of Venture.

#### **8. Availability**

Venture will use all reasonable endeavours to ensure that the Services are available for the use by the Subscriber in accordance with the service standards for the time being set out in Ventures service literature. Venture may from time to time introduce compensation schemes should Venture fail to achieve the standards of service set out in its service literature.

#### **9. Termination of the Agreement**

9.1 Without prejudice to their rights under the Agreement Venture and the Subscriber shall have the right to terminate this Agreement forthwith in the event that:  
9.1.1 The other party is in default in its performance or observation of any of its obligations under this Agreement, and, in the case of a remedial breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so: or  
9.1.2 An interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertakings or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or made up a winding order.  
9.2 Without prejudice to its other rights, Venture shall have the right forthwith to terminate this Agreement by notice in writing to the Subscriber in the event that:  
9.2.1 The Subscriber fails to make any payment when it becomes due to Venture: or  
9.2.2 Venture's partner's license expires or it is revoked: or  
9.2.3 A license under which the Subscriber has the right to run its telecommunications systems and connect it to the Venture system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid license.  
9.2.4 If the Subscriber provides false or misleading information  
9.2.5 If the Subscriber/s does or allows being done anything which in Venture's opinion will or may have the effect of jeopardising the operation of the Services  
9.3 In the event of termination by Venture under conditions 9.1.1, 9.1.2, 9.2.1, 9.2.3, 9.2.4 or 9.2.5 Venture shall be entitled to recover from the Subscriber all costs, losses and expenses incurred by Venture including but not limited to the cost of ceasing the Services. Alternatively at Ventures sole discretion Venture may transfer the ownership of all Subscriber services directly to Venture for use with new and/or existing Subscribers.

#### **10. Suspension of Service**

Venture may at its sole discretion elect to suspend forthwith the provision of the Service until further notice without liability to the Subscriber on notifying the Subscriber either orally, (confirming the same in writing) or in writing in the event that:  
10.1 The Subscriber is in breach of any term of this Agreement; or  
10.2 The Subscriber prevents or delays prearranged maintenance from being carried out; or  
10.3 The Subscriber is suspected in Venture's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service.

#### **11. Assigned Authority**

Venture may at its sole discretion elect to assign the Subscribers mobile service requirements to an alternative service provider. In this event the Subscriber agrees to adopt the new service provider's T's & C's.

#### **12. Variations**

12.1 Venture may vary all or any of its charges; such variances to have immediate effect under this Agreement unless otherwise stipulated therein. Venture may vary the conditions of this agreement to take account of new legislation, statutory instrument, Government Regulations or Licenses or similar matters.  
12.2 It is the policy of Venture to continually review the charges it makes, its service charter and terms upon which it contracts with Subscribers in order to maintain a competitive advantage over the other providers of similar service and Venture accordingly reserves the right to vary its processes and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.

#### **13. General**

13.1 Services not listed on the Framework or Service Agreement –  
The Subscriber agrees to pay for All Services provided by Venture including Services not listed on the Framework or Service Agreement. Services include but are not restricted to Broadband Overlap Charges; Non Geographic Numbers, WLR Provision and Calls made to destinations not listed on the Framework or Service Agreement. The Subscriber may request pricing for these Services prior or subsequent to incurring the applicable charges.  
13.2 This Agreement may not be assigned in whole, or in part, by the Subscriber without the prior written consent of Venture, such consent not unreasonably withheld.  
13.3 Neither party shall be liable to the other for any loss or carriage which may be suffered by the other party due to any cause beyond the first party's reasonable control.  
13.4 This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior undertakings and representations, whether written or oral. This Agreement may be modified if such modification is notified by Venture.  
13.5 The failure or delay by either party to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy, nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof, or of any right or remedy on any later occasion.  
13.6 Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been given if left or sent by post or facsimile transmission [confirming the same by post] to an address notified by the other party in writing as an address to which notices, invoices or other documents may be sent.  
13.7 Venture's address for Service of any notice hereunder shall be such address as appears on the last invoice rendered to the Subscriber or such other address as may be prescribed by Venture for that purpose.  
13.8 This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.  
13.9 In the event that the Subscriber/ Customer is in breach of any of its obligations under any Framework or Services Agreement with Venture, Venture reserves the right to suspend, restrict or terminate all or part of the Services provided thereunder upon giving written notice to the Subscriber/ Customer  
13.10 Provision of Service constitutes acceptance of the terms of this Agreement  
13.11 If any of the provisions of this Agreement is/ becomes invalid, illegal or unenforceable, the validity of the enforceability of the remaining provisions shall not in any way be affected by or impaired. In such circumstances the parties shall negotiate in good faith in order to agree the terms of mutual satisfactory provision, achieving as

nearly as possible the same commercial affect, to be substituted for the provision, which is found to be invalid, illegal or unenforceable.  
13.12 The Subscriber must promptly advise Venture of any change of address in writing and by recorded delivery. Any notice hereunder sent by Venture to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Venture. This Agreement shall be governed by and constructed in accordance with English Law.  
13.13 No third party rights are provided by this Agreement; a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term agreement but this does not affect any right or remedy of third party which exists available apart from by the Act.

#### **14. Sale and Purchase of Mobile Device / Equipment**

14.1 Venture agrees:  
14.1.1 To use its reasonable endeavours to ensure that all equipment when delivered is in full working order and performs in accordance with the manufacturer's description and specification.  
14.1.2 Its obligation to sell and supply equipment shall cease as and from the date of the Termination Notice [although Venture may thereafter sell and supply equipment at its own discretion].  
14.2 Acceptance of the equipment by the Subscriber shall take place when the Subscriber takes delivery or possession of the equipment.  
14.3 Where equipment is provided to the Subscriber on a free of charge or part paid basis, then notwithstanding delivery and acceptance of the equipment, title in the equipment shall remain with Venture. Following any mobile device upgrade or disconnection of the mobile device from the mobile network, Venture reserves the right to request the safe return of the mobile device from the Subscriber. The Subscriber shall keep the equipment in good working order during the period of use by the Subscriber.  
14.3.1 Venture reserves the right to charge the Subscriber any applicable replacement or repair charge for any mobile device that is not returned to Venture in accordance with the provisions of this clause.  
14.4 Notwithstanding clause 14.2, risk in the equipment will pass to the Subscriber upon acceptance of the equipment by the Subscriber.  
14.5 The Subscriber agrees:  
14.5.1 That any mobile device provided by Venture [on a free of charge or part paid basis] for the purpose of providing access to the Service shall remain the property of Venture and the Subscriber shall be responsible for its proper use. If any part of such mobile device is lost, destroyed or damaged [except for fair wear and tear] the Subscriber shall pay Venture its replacement value. The Subscriber shall not interfere with or permit any third party to interfere with such mobile device.  
14.5.2 Upon receipt of goods by a Subscriber or any representative of, if a product shortfall, alleged defect or discrepancy is identified then Venture must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.  
14.5.3 A 50 % re-stocking fee will be charged for non-defective products returned by the Subscriber. Returned equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.  
14.5.4 Venture reserve the right to charge carriage in circumstances where the Subscriber refuses to accept delivery of goods supplied by Venture in response to a duly authorised order received from the Subscriber  
14.5.5 For the purchase of any mobile device/equipment there is a £10.00 minimum order charge.  
14.5.6 Carriage charges are also applicable

#### **15. Sale and Purchase of the Wireless Service**

15.1 If any mobile device is not being used for commercial purposes [which include chargeable calls or data transmission] during the first 90 days following the date of connection, Venture reserves the right to Charge, Claw-Back or Adjust any Payments, Tariffs or Discounts made/given in respect of that Connection.  
15.2 The Subscriber agrees in using the SMS Services:  
15.2.1 The Subscriber may incur additional inter-connect charges in respect of transfer of messages to another 'mobile network operator service' and Venture reserve the right to invoice the Subscriber, and the Subscriber agrees to pay such charges.  
15.2.2 That each mobile device is capable of receiving SMS text messages which may originate from a variety of sources and where Venture are acting as a service provider and as much as has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Subscriber's mobile device, which originate from such sources.  
15.3 Venture may amend the tariffs as set out in Venture's published tariff book/s and this document by giving written notice where possible. Where the change is due to a change in the rates payable by or to Venture, Venture will provide as much notice as possible. Venture does not warrant that the tariffs provided are an exact match to the tariffs in the public domain / offered by any other service provider including those of the networks direct.

#### **16. Service Standards**

16.1 The Subscriber acknowledges that Venture is entirely dependent on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and / or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime.  
16.2 Venture may suspend Service/s in any of the following circumstances [without prejudice to its right hereunder], provided that it shall use reasonable endeavours to restore the Service/s as soon as reasonably practicable:  
16.2.1 during technical failure, modification or maintenance of the telecommunications systems by which the wireless service/s are provided  
16.2.2 during technical failure, modification or maintenance of the Venture Systems by which the Subscriber service/s are provided  
16.2.3 If the Subscriber fails to comply with the terms of this agreement after being given written notice of its failure [including but not limited to failure to pay any sums due hereunder] until such failure to comply is remedied  
16.2.4 If the Subscriber allows anything to be done which in Venture's reasonable opinion may have the effect of jeopardising the operation of the wireless services, or the Venture System or attainment of the service charter  
16.2.5 If in the reasonable opinion of Venture, the wireless service is being used in a manner prejudicial to the interest of the Subscriber and/or Venture  
16.2.6 At its discretion Venture may suspend any device from making calls [other than to the emergency service] and disconnect the Service/Device if Venture has reasonable cause to suspect fraudulent use of any payment method, the device's SIM Card, the device itself or the device is identified as having been stolen.  
16.2.7 Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for the Subscriber's own security.  
16.3 During any period of suspension, the Subscriber shall remain liable for all charges levied in accordance with this agreement.  
16.4 If Venture agrees at their sole discretion to re-instate Service following a suspension or disconnection, the Subscriber will be liable for a re-connection fee if the suspension or disconnection is due to the default of the Subscriber.  
16.5 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition the Subscriber must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;  
16.5.1 Not to use or allow others to use the Service for any improper or immoral or unlawful purpose;  
16.5.2 Not to act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.  
16.5.3 Comply with any reasonable instructions issued by Venture which concern the Subscriber's use of the Service or Mobile Phone/SIM Card or connected matters.  
16.5.4 Provide Venture with all such necessary information that Venture may reasonably require  
16.5.5 Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.  
16.6 Venture's minimum call charges are subject to tariff and call type.

#### **17. Obligations of the Subscriber**

17.1 The Subscriber agrees  
17.1.1 To provide Venture with no less than 90 days written notice of termination after expiry of the applicable Minimum Term/Period.  
17.1.2 Not to permit or suffer its employees to act or omit, in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the wireless service or any aspect of them to be suspended  
17.1.3 Not to use or allow its employees to use the equipment or have access to the wireless service for any improper, immoral or unlawful purpose  
17.1.4 Comply with all statutory requirements in relation to the use of the equipment and the Mobile/Wireless Service  
17.1.5 Provide Venture with such information as Venture reasonably request in connection with this agreement  
17.1.6 Not use the equipment and the wireless service for any purpose other than that for which it was designed or intended, or for self-provision of wireless telecommunications service  
17.1.7 Notify Venture immediately [and to confirm in writing] on becoming aware that any equipment or

device has been lost or stolen or that any person is making improper or illegal use of the equipment or the wireless services.

17.2 The Subscriber will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until Venture have suspended the Service

17.2.1 Not damage or tamper with the equipment so as to invalidate any warranty provided by the equipment manufacturer and to pay the standard charges levied by Venture from time to time applicable to repair work on equipment which is outside [in scope or time] the warranty provided by the manufacturer of the equipment

17.2.2 Not damaged or tamper with any software so as to invalidate any warranty provided by the supplier of the same

17.2.3 Use the equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of Venture and not to copy [save as permitted by law] reverse engineer or modify the software in any way.

17.3 The term of this Agreement shall also apply to any sales orders placed by any subsidiaries or group companies of the Subscriber [unless the parties agree in writing otherwise]. The Subscriber agrees that it is the authorised agent of its subsidiary and group companies and will be liable to Venture for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies.

17.4 The Subscriber agrees that these terms and conditions along with the Framework or Service Agreement shall govern this Agreement between Venture and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.

17.5 The Subscriber must promptly advise Venture of any change of address in writing and by recorded delivery. Any notice hereunder sent by Venture to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Venture.

17.6 The Subscriber cannot transfer their obligations to pay charges under this Agreement without Venture's express consent. Any proposed transfer should be notified to Venture in advance. If a new user or the Mobile Phone/SIM Card is accepted by Venture and enters into a new Agreement, satisfactory to Venture, then it is Venture's policy to release the existing Subscriber from liability for future charges.

#### **18 Confidentiality & Data Protection**

18.1 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement [including for the avoidance of doubt details of the Subscriber's employees] which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purpose of the implementation of this Agreement and who agree to be bound by the provisions of this clause without consent in writing of the other.

18.2 Data Protection:

18.2.1 The subscriber acknowledges that details of the Subscribers name, address, and payment record may be submitted to a credit reference agency.

18.2.2 Venture operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Subscriber agrees that its details, or those of its users, may be used by Venture for marketing purposes including joint ventures with other organisations and to inform the Subscriber of its users from time to time about other wireless telecommunication service or associated technologies. If the Subscriber does not want its details, or those of its users to be used in this way then the Subscriber should contact Venture.