

Order Form & Maintenance Contract



1. INTERPRETATION

- 1.1 In these Conditions:
'Business Hours' means hours between 9.00am to 5.30pm, Monday to Friday.
'Commencement Date' means the date set out overleaf.
'Company' means In-Tech Telecom Limited (registered number 4230278).
'Conditions' means these conditions and any additional conditions agreed in writing between the Customer and the Company.
'Contract' means the contract relating to the Equipment.
'Customer' means the person who enters into the Contract with the Company.
'Equipment' means the goods (including any instalment of the goods or any parts for them) which the Company is to supply in accordance with the Contract.
'Installation Address' means location of the equipment.
1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
1.4 Maintenance Service' means repair and/or rectification of a fault on the telephone system.
1.5 'Term' means the term of 60 months and shall continue thereafter from year to year until terminated by three months written notice by either party to the other.

2. BASIS OF THE SALE

- 2.1 The Company shall sell and the Customer shall purchase the Equipment in accordance with any written quotation of the Company which is accepted by the Customer, or any written order by the Customer, subject to either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.
2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.
2.3 The Company's employees or agents are not authorised to make any representations concerning the Equipment unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the application or use of the Equipment which is not contained in writing by the Company is given or acted upon entirely at the Customer's own risk, and the Company shall not be liable for any such advice or recommendation which is not so confirmed.
2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. ORDERS AND SPECIFICATIONS

- 3.1 The Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative.
3.2 The quantity, quality and description of and any specification for the Equipment shall be those set out in the Company's quotation (if accepted by the Customer); if no specification is set out, the Equipment shall be supplied in accordance with the manufacturer's standard specifications as they may be modified from time to time.
3.3 The Company has the right without consulting the Customer, to change the Equipment after acceptance of the quotation by the Customer if the Equipment is no longer available with a like or improved product.

4. PRICE OF EQUIPMENT

- 4.1 The price of the Equipment shall be the Company's quoted price, which is only valid for 30 days from the date of quotation.
4.2 The price is based upon the Company's standard scale of prices. The Company may by notice to the Customer increase the price of the Equipment by reference to any variation in its standard scale of prices at any time prior to delivery of the Equipment and the price (subject to clause 4.3) shall be deemed to be amended accordingly.
4.3 Upon receipt of a notice pursuant to clause 4.2 above the Customer may on giving at least 10 days' notice to the Company terminate the Contract in respect of those items of the Equipment which the increase relates without incurring any liability to the Company in this respect.
4.4 The Company may also by notice to the Customer at any time before delivery increase the price of the Equipment to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any increase of duties, labour costs, materials or other costs or charges, or changes in exchange rates, or other factors) and the Customer shall be deemed to have accepted the Company's, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
4.5 Except as otherwise stated by the Company or otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Equipment otherwise than at the Company's premises, the Customer shall pay the Company's charges for transport, packaging and insurance.
4.6 The price is exclusive of any applicable value added tax, which the Customer shall additionally pay.

5. THE MAINTENANCE SERVICE

- 5.1 Subject to receipt of the Maintenance Charge payable for the applicable period, the Company will provide and the Customer will accept the Maintenance Service for the Equipment during the Term but subject to earlier termination as provided by this Agreement. The Maintenance Service will be provided during the Business Hours. The Company reserves the right to charge at its relevant overtime rates (current from time to time in relation to Maintenance Service) to provide outside these hours.
5.2 In providing the Maintenance Service, the Company will rectify any fault in the Equipment, which have been notified to the Company, on any items of Equipment which are under the main control unit the Company may choose to have a return to base and repair facility or it may choose to have repairs carried out by the main manufacturer's warranty, to be at the Company's discretion. Once received by the Company the item will be returned to the Company's supplier for repair or replacement without undue delay. Some items of Equipment may be specifically identified in writing by the Company as not covered by the Maintenance Service and the Customer shall be wholly responsible for the maintenance of such items. Unless prevented by circumstances beyond the Company's control, Response times will be not more than:
(i) in the event of total failure of the Equipment - 4 working hours;
(ii) in the event of a partial failure of the Equipment - 8 working hours.
5.3 The Company reserves the right to charge a fee for its services with its rates from time to time if it is requested to respond on more than one occasion in any calendar month in circumstances where there is no fault with the Equipment or where the fault is directly due to the negligence of the Customer or its servants, agents or sub-contractors.
5.4 Calling is not included in the Maintenance Service unless the Company at its own discretion agrees to replace cabling.
5.5 The Customer must not alter or extend the system to which the Equipment is linked without prior written approval from the Company. If the Customer does alter or extend the system the Company has the right to charge the Customer for the verification of the altered or extended system and to make an additional charge for the work required to return the system to its original configuration.
5.6 The Customer must provide the Company with details of the installer of the Equipment and, if demanded by the Company, a copy of its relevant Pre-Connection Inspection Certificate and access to all relevant records at the Installation Address.
5.7 The annual charge payable for the Maintenance Service shall be increased on each anniversary of the Commencement Date. If the Customer shall during the Term, order equipment in addition to the Equipment, the Company shall have a right to increase its charges accordingly for the maintenance of such additional equipment.
5.8 The Maintenance Service will not be available to correct any errors in the Equipment notified to it by the Customer which prevent the Equipment functioning in accordance with the specification. The Company cannot guarantee that corrections will be provided within any specific timescale.
5.9 Notification of errors will be made by the Customer by:
5.9.1 post;
5.9.2 facsimile confirmed by post, or
5.9.3 telephone contact.
5.10 The Customer will complete in every case an error report in the form notified by the Company from time to time. The Company will not be obliged to commence work on any error report until it has received the error report form correctly completed, or if the error report is by telephone, until it has received such information as should appear on the error report form.
5.11 The Customer will promptly provide the Company with all information and materials required by it for the purpose of investigation, diagnosis and correction of any reported error. The Company will not be liable for failure to provide, or any delay or error in providing, the Maintenance Service resulting from the Customer's failure to comply with its provisions.
5.12 The Customer must insure the Equipment for all usual commercial risks and maintain such insurance during the term of this agreement.

6. TERMS OF PAYMENT

- 6.1 The Customer shall pay a deposit on acceptance of the quotation equal to 50% of the price of the Equipment.
6.2 The Company may invoice the Customer for the price of the Equipment on or at any time after delivery, unless the Equipment is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Equipment, in which event the Company may invoice the Customer for the price at any time after the Equipment is ready for collection or (as the case may be) the Company has tendered delivery of the Equipment.
6.3 The Customer shall pay the price of the Equipment without any deduction upon completion of the installation of the Equipment Time for payment shall be of the essence and the Customer shall be deemed to have accepted a separate contract which may be invoked separately and failure by the Customer to pay the price of the Equipment shall be deemed to be a breach of the Contract.
6.4 If the Customer fails to make any payment under this clause 5 on the due date the Company may, without prejudice to any other right or remedy available to it:
6.4.1 cancel the Contract or suspend any further deliveries;
6.4.2 appropriate any payment made by the Customer to such of the Equipment (or the goods supplied under any other contract between the Customer and the Company) as the Company may think fit (notwithstanding any appropriation by the Customer); and
6.4.3 charge the Customer an interest charge on a day to day basis (at the rate of 4% per annum) from the date that the Equipment has been installed on the base rate of Lloyds TSB Bank plc from time to time to force a calendar month or part thereof until payment in full is made.
6.5 If the Customer wishes to withdraw an order after it has been accepted by the Company the Customer will forthwith pay to the Company a sum equal to 50% of the price of the Equipment.
6.6 If the Company defaults for any reason in not honouring its debt and/or outstanding account with In-Tech Telecom Limited or is put into receivership or liquidation or is amalgamated with any other company, the Directors of the Company hereby agree to irrevocably guarantee any outstanding debt and/or account that the Company may have with In-Tech Telecom Limited. The Directors of the Company hereby accept the said terms as set out in 6.4 to 6.7 as part of the terms and conditions of the contract.

7. DELIVERY OF EQUIPMENT

- 7.1 Delivery of the Equipment shall be made by the Customer collecting it at the Company's premises at any time after the Company has notified the Customer that the Equipment is ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Equipment to that place. The Company may deliver the Equipment by instalments.
7.2 Any dates quoted for delivery of the Equipment are estimates only and the Company shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence. The Equipment may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
7.3 The Company may, by giving notice to the Customer at any time before delivery, substitute any part of the Equipment with other goods provided that the other goods are designed to perform materially the same functions and meet a similar specification. The price for the substituted goods shall be the cost of the substituted goods or the Equipment ordered, whichever is lower.
7.4 If the Equipment is delivered by instalments, the Customer may, by giving notice to the Company, invoke a separate contract which may be invoked separately and failure by the Company to deliver any one or more instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
7.5 If the Company fails to deliver the Equipment for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, and if the Company is accordingly liable to the Customer, its liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar replacement goods over the price of the Equipment.
7.6 If the Customer fails to take delivery of the Equipment or fails to give the Company adequate delivery instructions at the time stated for delivery the Company may, without prejudice to any other right or remedy available to it:
7.6.1 store the Equipment until actual delivery and charge the Customer for storage and insurance costs; or
7.6.2 sell the Equipment at a public or private sale (after deducting any costs of the actual delivery date and continue installation during the process over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

8. INSTALLATION, ACCEPTANCE AND TRAINING

- 8.1 If the Contract includes installation of the Equipment, or the Company otherwise agrees in writing to install it, the following provisions shall apply.
8.2 At delivery the Customer shall make available to the Company free of charge such labour and equipment as shall be necessary for the purposes of installation.
8.3 The Customer shall before delivery complete the preparation of the premises specified in the Contract for the installation of the Equipment ('Place of Use') in the manner specified by the Company or, in the absence of such specification, in the relevant manufacturer's manuals.
8.4 If the Customer fails to comply with the provisions of clauses 7.2 or 7.3 in timely fashion the Customer shall be deemed to have failed to take delivery of the Equipment and the Company shall be deemed to have accepted the Equipment and the Customer shall be deemed to have accepted it, the Company may charge for each subsequent delivery or attempted delivery of the Equipment to the Place of Use at the Company's prevailing rates. The Company shall have no liability to the Customer in respect of late or partial delivery which results from such failure by the Customer.
8.5 The Company shall start installation of the Equipment at the Place of Use on the actual delivery date and continue installation during the Company's normal working hours and shall inform the Customer when installation is completed; installation shall be deemed to have been completed when the Company has submitted the Equipment to its standard tests and these have been successfully completed. The Customer shall accept (and in default of acceptance shall be deemed to have accepted) that the Equipment has been installed.
8.6 Unless set out in the Company's quotation (if accepted by the Customer) or the Customer's order (if accepted by the Company) the Company shall not be obliged to train or instruct the Customer or any of its employees in the operation or use of the Equipment.

9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Equipment shall pass to the Customer:
9.1.1 in the case of Equipment to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Equipment is available for collection; or
9.1.2 in the case of Equipment to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery, at the time when the Company has tendered delivery of the Equipment.
9.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, the property in the Equipment shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Equipment and all other goods and services for which payment is due to the Company from the Customer.
9.3 Until the property in the Equipment passes to the Customer:
9.3.1 it shall hold the Equipment as the Company's fiduciary agent and bailee, and keep the Equipment separate from that of the Customer and third parties; it shall propose, protect and insure and be identified as the Company's property;
9.3.2 it shall not be entitled to sell, transfer, lease, charge, or otherwise deal with or encumber the Equipment;
9.3.3 it shall, without prejudice to the foregoing, account to the Company for the proceeds of sale or otherwise of the Equipment, whether tangible or intangible, including any of its events, proceeds and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured; and
9.3.4 the Company may at any time require the Customer to deliver up the Equipment to the Company and, if the Customer fails to do so forthwith, enter upon any premises of the Customer or any third party where the Equipment is stored and repossess it.
9.4 Property in any software supplied (including, without limitation copyright and all other intellectual property rights therein) shall not pass to the Customer under the Contract under any circumstances whatsoever, and the Customer shall:
9.4.1 if required by the Company or the person authorised to do so, enter into a licence to use any software;
9.4.2 comply fully and punctually with all the provisions of such licence; and
9.4.3 indemnify the Company and hold it harmless against any and all losses, damages, costs and expenses awarded against or incurred or agreed to be paid by the Company to any third party in respect of any action or claim arising out of any failure or delay by the Customer to comply fully and punctually with all the provisions of such licence or out of any infringement of such third party's property or rights in any software.

10. TELECOMMUNICATIONS

- 10.1 If the Customer intends to attach the Equipment to any existing or future telecommunications network ('the Network') the Customer shall be responsible for:
10.1.1 obtaining all necessary consents for connecting the Equipment to the Network;
10.1.2 paying all charges from time to time to the Network;
10.1.3 at all times complying with all conditions and regulations that shall be imposed as a condition of connection to the Network.
10.2 Any data transmission speeds given by the Company in relation to the Equipment are estimates only and are in any event subject always to the capabilities of the Network and all conditions and regulations imposed in relation to it.

11. CUSTOMER OBLIGATIONS

- 11.1 The Customer shall be responsible to the Company for ensuring the accuracy of the details in the Specification and for giving the Company any necessary information within a sufficient time to enable the Company to provide the Equipment (if any) in accordance with this Agreement. If the Customer has requested an additional service which requires Customer information the Customer agrees to supply all such information, in a true and accurate and complete form to the Company and if the Customer fails to do so, the Company shall have no liability whatsoever to the Customer for any failure or delay in the delivery of the Equipment.
11.2 The Customer will allow the Company's servants, agents and sub-contractors, full, free and safe access to the Equipment during Business Hours and outside Business Hours (if the Company require such continued access) to complete any repair to enable maintenance of the Equipment to be carried out as and when required.
11.3 The Customer shall be liable for any and all damage to Equipment which is caused by (i) the act or omission of the Customer of the Customer's breach of the terms of this Agreement; or (ii) malfunction or failure of any equipment or facility provided by the Customer or its agents, employees or suppliers.
11.4 The Customer shall identify, monitor, remove and dispose of any hazardous materials prior to any work being performed by the Company at the Installation Address and the Customer shall indemnify, defend and hold the Company harmless from any liability incurred in the use of or in connection with any hazardous materials at the Installation Address.
11.5 The Customer shall pay the Company's charges from time to time for reprogramming the Equipment required as a result of an error by any person other than the Company's servants, agents or sub-contractors.
11.6 The Customer warrants and undertakes that it shall:
(a) house the Equipment required to be housed at the Installation Address in accordance with the Company's reasonable instructions as may be given from time to time;
(b) not move, modify, relocate or in any way interfere with the Equipment;
(c) not cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of the Company;
(d) not remove, tamper with, or obliterate any words or labels on the Equipment; and
(e) permit the Company to inspect, test the Equipment at all reasonable times.

12. WARRANTIES

- 12.1 Subject to the conditions set out below and the limitations upon its liability set out in clause 13 the Company warrants that the Equipment will correspond with its specification at the time of delivery.
12.2 The above warranty shall be given by the Company subject to the following conditions:
12.2.1 The Company warrants that the Equipment will correspond with its specification arising from any drawing, design or specification supplied by the Customer, or from fair wear and tear, or normal damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Company's approval in writing;
12.2.2 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Equipment to be carried out by the Company has been paid by the due date for payment;
12.2.3 The Company does not warrant that the operation of the Equipment will be uninterrupted or error free;
12.2.4 The Company does not warrant that the Equipment will be compatible with any of its customers existing or future acquired telecommunications equipment.
12.2.5 Unless expressly agreed by the Company in writing, and without prejudice to any other provisions of these Conditions, the Company does not represent or warrant that its normal operation, possession or use of the Equipment, whether alone or in association with any other goods or services, will not result in the infringement of any other person's intellectual property rights.
12.2.6 The Company does not warrant that its normal operation, possession or use of the Equipment, whether alone or in association with any other goods or services, will not result in the infringement of any other person's intellectual property rights.
12.2.7 The Company does not warrant that its normal operation, possession or use of the Equipment, whether alone or in association with any other goods or services, will not result in the infringement of any other person's intellectual property rights.
12.2.8 Subject as expressly provided in these Conditions, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
12.2.9 Where the Equipment is sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

13. LIMITATION OF LIABILITY

- 13.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) in relation to the Equipment, and shall be deemed to be incorporated into the Contract:
13.1.1 any breach of its contractual obligations arising under the Contract; and
13.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
13.2 Any act or omission on the part of the Company or its employees agents or sub-contractors falling within clause 13.1 above shall for the purposes of this clause 12 be known as an Event of Default.
13.3 The Company shall be liable to the Customer for:
13.3.1 death or injury resulting from its own or that of its employees' agents' or subcontractors' negligence; and
13.3.2 all damage suffered by the Customer as a result of the implied statutory undertakings as to title quiet possession and freedom from encumbrance or priority of the provisions of clause 13.3 above the Company's entire liability in respect of any Event of Default shall be limited to an amount equal to the price of the Equipment in the case of any Event of Default.
13.4 Subject to the limit set out in clause 13.5.1 below the Company shall accept liability to the Customer in respect of loss of or damage to the tangible property of the Customer resulting from the negligence of the Company or its employees agents and sub-contractors.
13.5 Subject to the provisions of clause 13.5.1 below the Company's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the price of the Equipment in the case of any Event of Default.
13.6 Subject to clause 13.3 above the Company shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill or any type of special interest from which the Customer's telecommunications requirements can be expanded or developed.
13.7 Third party even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.
13.8 The Customer's remedy in respect of any Event of Default shall be limited to the amount of the loss of profits, goodwill or any type of special interest from which the Customer's telecommunications requirements can be expanded or developed.
13.9 Any claim by the Customer which is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification or as a result of damage in transit (where the Equipment was not delivered at the Company's premises) shall (whether or not delivery of the Equipment was delayed or the Customer was delayed in taking delivery or (where the defect damage or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect, damage or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Equipment and the Company shall have no liability in respect of such defect, damage or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.
13.10 Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification or as a result of damage in transit (where the Equipment was not delivered at the Company's premises) shall (whether or not delivery of the Equipment was delayed or the Customer was delayed in taking delivery or (where the defect damage or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect, damage or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Equipment and the Company shall have no liability in respect of such defect, damage or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.
13.11 Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment or its failure to correspond with specification or as a result of damage in transit (where the Equipment was not delivered at the Company's premises) shall (whether or not delivery of the Equipment was delayed or the Customer was delayed in taking delivery or (where the defect damage or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect, damage or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Equipment and the Company shall have no liability in respect of such defect, damage or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.
13.12 Nothing in this clause 13 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

14. FORCE MAJEURE

- The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations hereunder, if the delay or failure was due to any cause beyond its reasonable control.

15. TERMINATION

- 15.1 The Contract may be terminated forthwith by the Company in whole or in relation to part only of the Equipment, as the Company may in its absolute discretion elect, if:
15.1.1 the Customer fails to pay any sum due hereunder on the due date therefore or commits any material breach of the Contract which (in the case of a breach capable of remedy) shall not have been remedied within 10 days of a request in writing by the Company to remedy the same;
15.1.2 the Customer becomes insolvent or is placed in liquidation or is subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or the Customer ceases, or threatens to cease, to carry on business; or the Company reasonably apprehends that the Customer will do any of these things;
15.1.3 the Company or the Customer is sued for or threatened in connection with any infringement of valid patents, copyrights or other intellectual property rights of any third parties arising out of the Customer's actual or proposed operation, possession or use of the Equipment.
15.2 If the Contract is terminated or the Customer is in breach of its obligations under the Contract, the Customer shall be deemed to have cancelled the Contract in whole or in part or suspend any further deliveries under the Contract without any liability to the Customer, and if the Equipment has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
15.3 Any termination of the Contract shall be without prejudice to any other rights or remedies of the Company.

16. GENERAL

- 16.1 Any notice to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or to such other address as that other party may in writing notify to that other party pursuant to this provision.
16.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
16.4 The Customer may not assign this Contract or any of the rights and obligations hereunder to the prior written consent of the Company.
16.5 The Contract shall be governed by the laws of England and each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.
16.6 Unless otherwise provided in this agreement no term in this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, any person who is not a party to this agreement.
16.7 The Customer may not assign or transfer this Agreement or any of its rights under it without ITT prior written consent. ITT may assign any and all of its rights and obligations under this Agreement without prior written consent.

DATA PROTECTION ACT

- The Customer consents to In-Tech Telecom Ltd processing data provided by the Customer and relating to the Customer and its employees in accordance with the Data Protection Act 1998 and for this data to be held on computer files and used by In-Tech Telecom Ltd for the purposes of administration, accounting and marketing.

THIRD PARTY RIGHTS

- Unless specifically provided for in these Terms & Conditions, no third party shall have any rights under or in connection with these Terms and Conditions.