

Vision Mobile UK Standard Terms and Conditions

1 Introduction and Definitions

- 1.1 The customer understands that in order to receive the Equipment/Services and the Airtime Services it is required to enter into 2 separate agreements. These are
- 1.1.1 This agreement with Vision Mobile UK Ltd (VMUK) which governs the supply of the equipment to the Customer, and
- 1.1.2 The Airtime agreement with the relevant Network/service provider.
- 1.2 Interpretation – These shall have the following meanings:
- “Airtime Services” means cellular mobile telecommunications airtime and network capacity produced from a network/service provider.
- “Airtime Agreement” means the agreement which governs the provision of Airtime Services from the relevant network/service provider.
- “VMUK” means Vision Mobile UK (company registration 5846866) whose registered office are at Hawthorn House, Medicott Close, Oakley Hay, Corby, Northants, NN189NF.
- “Cash Back Invoice” means an invoice raised by the Customer to VMUK in respect of cash back which the Customer is entitled to from VMUK the amount of which will be detailed on the Purchase Order.
- “Connection” means the connection of a Customer to a Network.
- “Contract Start Date” means the date of connection to the Network.
- “Contract End Date” means the date which falls at the end of the period which is the Minimum Term after the Contract Start Date.
- “Customer” means the person or company ordering the Equipment and/or Services who’s full terms are set out on the ‘Purchase Order’ which the customer supplies VMUK.
- “Customer Requirements Form” means the form detailing the Customer’s specific requirements provided by VMUK to the Customer as part of the Purchase Order. For the avoidance of doubt the Customer Requirements Form shall form part of the Agreement between the Customer and VMUK.
- “Director” means the Director of the Customer (if any) specified in the Customer Requirements Form
- “Downward Migration” means in respect of a connection, the transfer (at the customer’s request) from one tariff provided by the network (“the Old tariff”) to another tariff provided by the same network (“the New tariff”) which results in the Customer being charged a lower monthly line rental under the New Tariff than it was being charged under the Old Tariff without the prior written approval of VMUK. For the avoidance of doubt Downward Migration shall include in addition to a decrease in line rental the removal of any bolt on or value added services.
- “Equipment” means mobile telecommunications handsets and other associated accessories.
- “Minimum term” means the contract length which is the minimum period of time which the Customer has agreed to maintain a Connection under the Airtime Agreement. For the avoidance of doubt the Minimum Term commences on the Contract Start Date and not the date of the Purchase Order.
- “Insurance” means a contract of insurance in respect of the Equipment provided to the Customer which will be put in place by VMUK on the Customers behalf with Supercover Insurance. Full terms and conditions are set out at www.supercoverinsurance.com.
- “Monthly Committed Call Spend” means the amount detailed by VMUK to the Customer on the CRF or Purchase Order as the minimum amount the Customer must spend on Telephone Calls on a monthly basis throughout the Term.
- “Monthly Subsidy Amount” means the amount which is derived by dividing the Subsidy payable for a connection by the number of months in the Minimum Term applicable to that connection.
- “Purchase Order” means the order given to VMUK by the Customer as detailed in the Customer Requirements Form.
- “Services” means any services ordered by the Customer and provided by VMUK
- “Subsidy” means the sum payable by VMUK to the Customer as is determined by VMUK in its sole discretion, taking into consideration the number of connections which the Customer is taking out and the applicable tariffs and the Minimum Term which the Customer is entering into. Any applicable Subsidy will be outlined on the Purchase Order.
- “Telephone Calls” means calls made pursuant to the Airtime Agreement set up for the Customer by VMUK
- “Term” means the entire period of Connection
- “Termination Invoice” means an invoice raised by the Customer to VMUK in respect of disconnection charges made by a Network/Service Provider the amount of which will be detailed on the Purchase Order
- “Termination Credit” means the amount detailed on the Customer Requirements Form for Termination Charges;
- “Termination Charges” means charges imposed by the Network/Service Provider or previous dealer for early termination of a Customer’s contract as detailed by the Customer to VMUK;
- “Upgrade” means extending the term of the Airtime Agreement beyond the Contract End Date irrelevant of whether new Equipment was given to the Customer by the Network/service Provider or not. For the avoidance of doubt this will also extend to renewal of the Contract with the Network Service Provider.

2 Applicable Terms

- 2.1 All Purchase Orders from the Customer to VMUK shall be subject to these Terms and Conditions and they shall form part of and govern the contract between VMUK and the Customer.
- 2.2 Notwithstanding VMUK may have given a quote or an estimate for a Purchase Order VMUK will have absolute discretion on whether to accept or decline a Purchase Order and if accepted by VMUK that shall be deemed to be an acceptance for the purpose of a binding contract.
- 2.3 These Terms and Conditions shall override any terms and conditions that may have applied between VMUK and the Customer previously and no waiver or variation to these Terms and Conditions shall be effective unless agreed to by a director of VMUK in writing.

3 Supply of Customer Equipment

- 3.1 In consideration of the Customer entering into the Airtime Agreement VMUK will supply the Customer with such Equipment detailed in the Purchase Order.
- 3.2 VMUK will use its reasonable endeavours to deliver the Equipment on the date agreed but the Customer acknowledges that time shall not be of the essence and the Customer shall not have any course of action against VMUK in respect of the late delivery of any Equipment.
- 3.3 Notwithstanding delivery and acceptance of the equipment by the Customer, title to the Equipment shall not pass to the Customer (but will be retained by VMUK) until the earlier of either (1) the expiry of the Minimum Term or (2) the date on which all invoices relating to the Equipment have been paid in full to VMUK.
- 3.4 The risk of the Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the Equipment from the time when the Equipment is delivered to the address notified by the Customer on the Purchase Order.
- 3.5 The Customer shall notify VMUK of any alleged defect, shortage or discrepancy in the Equipment within 7 days of delivery. If the Customer fails to notify VMUK within this period the Customer will be deemed to have accepted the Equipment and VMUK will have no liability to the Customer in respect of the Equipment.
- 3.6 All Equipment supplied as part of a Purchase Order will not be subject to exchange unless a claim is made and accepted within the provisions of clause 7 of these Terms and Conditions within 7 days from the date of delivery. If an exchange is offered, it will be at the sole discretion of VMUK and the Customer will be liable to pay any difference in price if the new Equipment is more expensive than the returned Equipment along with all delivery collection and administrations costs involved.

4 Provision of Services

- 4.1 VMUK shall use its reasonable endeavours to provide the Services on the dates agreed by the parties.
- 4.2 VMUK will use reasonable endeavours to ensure that the Services are provided with reasonable skill and care.
- 4.3 For the avoidance of doubt the management of the Agreement should be provided by VMUK throughout the period of the Minimum Term and in the event of the Customer or any other party moving the management of the Account to the Network/Service Provider or any other third party a cancellation charge will be raised to the Customer in accordance with the provisions of Clause 9.3.

5 Charges and Payments

- 5.1 The Customer hereby agrees to pay VMUK for the Equipment and any Services ordered by and provided to the Customer within 5 days from the date of receipt of an invoice from VMUK (“the Due Date”).

- 5.2 Interest at the rate of 5% above Barclays Bank plc base rate calculated on a daily basis on overdue accounts from the Due Date until payment.
- 5.3 The Customer must spend a minimum of the Monthly Committed Call Spend every month throughout the Term. If the Monthly Committed Call Spend falls by more than 5% in any month VMUK will be entitled to recover on demand any Subsidy paid and the full cost of any Equipment supplied (the price of which will be taken from VMUK's price list at the time of sale) and the Customer will be charged an administration fee of £50.00 plus VAT for each Telephone Number supplied to the Customer by VMUK.

6 Payment and Reclamation of subsidies

- 6.1 Subject to the remaining provisions of this clause 6, VMUK may in its sole discretion; provide the Customer with a Subsidy as a result of the customer entering into the Airtime Agreement with the network/service provider.
- 6.2 In the event that VMUK provides the Customer with a Subsidy, this may be provided to the Customer by any of the following methods or a combination of them:
- 6.2.1 Deducting this from the price of the Equipment or the Services which the Customer orders from VMUK;
- 6.2.2 A cash back payment (representing the amount of Subsidy) to the customer. Such monies will be paid to the customer:
- (a) In full after the expiry of 6 months from the connection date where the applicable Minimum term is 12 months; or
- (b) in full after the expiry of 9 months from the connection date where the applicable Minimum term is 18 months; or
- (c) in two equal instalments where the applicable Minimum term is 24 months; the first instalment being due after the expiry of 6 months from the connection date and the second instalment being due after the expiry of 13 months from the connection date.
- 6.2.3 using such amount to discharge in full or in part any Termination Charges that are levied upon the customer by the relevant Network/Service provider for terminating any previous Airtime Agreement subject to VMUK being provided a copy of the relevant invoice from such Network/Service provider.
- 6.3 Any Subsidy payable by VMUK pursuant to clause 6.2 shall be payable by VMUK within 30 days from the date that the customer presents an invoice to VMUK (no invoice will be necessary where the subsidy is taken from the price of the Equipment/Services ordered by the customer pursuant to clause 6.2.1) provided that :
- 6.3.1 at all times the connection is still active on the date that the Subsidy (or instalment payment of the Subsidy) falls due;
- 6.3.2 where the invoice is payable in instalments or after a prescribed period of time the appropriate date has passed:
- 6.3.3 the invoice has been raised in accordance with the provisions of this agreement; and
- 6.3.4 where the
- a) invoice is for Termination Charges pursuant to clause 6.2.3 this amount is invoiced within 3 months and no more than 7 months from the connection date; and/or
- b) the invoice is for the payment of monies pursuant to clause 6.2.2, this amount is invoiced during the Minimum Term; and/or
- c) the amount claimed is being deducted from the price of Equipment/Services ordered by the customer pursuant to clause 6.2.1, this amount is claimed during the Minimum Term;
- PROVIDED THAT where the Network/service Provider is Hutchison 3G Termination Payments will only be payable after 90 days of a Connection and Termination Payment will only be paid where the account is not in arrears.
- 6.4 In the event that the Customer fails to claim the Subsidy within the timescales set out in clause 6.3.4 then the Customer shall lose its right to claim the Subsidy.
- 6.5 The Customer acknowledges that:
- 6.5.1 the payment of the Subsidy is conditional upon:
- a) the Customer maintaining each connection for the Minimum Term; and
- b) the Customer not Downward Migrating any connection during the Minimum Term; and
- c) such other conditions as are notified to the Customer from time to time by VMUK.
- 6.6 VMUK shall be entitled to reclaim from the Customer any Subsidy (or proportion of any Subsidy) already paid to the customer or withhold such amount from any Subsidy yet to be paid to the Customer in the event that:
- 6.6.1.1 a connection is for whatever reason disconnected prior to the expiry of the Minimum Term; or
- 6.6.1.2 a connection is for whatever reason Downward Migrated during the Minimum Term; or
- 6.6.1.3 the relevant network/service provider/airtime distributor (for whatever reason) reclaims or withholds in full or in part from VMUK any connection commission paid to VMUK by the network/service provider/airtime distributor in respect of the Customer's connection;
- 6.6.2 The proportion of the Subsidy that VMUK shall be entitled to reclaim from the Customer shall be the Monthly Subsidy for each month (and such pro rata amount for each incomplete month) of the balance of the Minimum Term which is unexpired at the date of disconnection or the downward migration.
- 6.6.3 Any such sum reclaimed (or withheld) pursuant to clause 6.6 shall be invoiced to the Customer and such sum shall be payable to VMUK within 5 days of the date of VMUK invoice unless VMUK has withheld monies from the Customer.
- 6.7 The Customer acknowledges that it is aware that Termination Charges may be imposed not only by the Network/Service Provider but also by previous dealers in accordance with their terms and conditions. It is the Customer's sole responsibility to verify the levels of Termination Charges and VMUK does not accept any liability for checking that the figures provided by the Customer to VMUK are correct.
- 6.8 The Termination Credit specified on the Customer Requirements Form is the maximum amount payable by VMUK in respect of Termination Charges and in no instance will the Customer be entitled to an amount in addition to that.

7 Warranties

- 7.1 The Customer acknowledges that VMUK is not the manufacturer of the Equipment and accordingly, that the warranty lies with the Manufacturer. If any Equipment is proved to the reasonable satisfaction of VMUK to be defective then;
- 7.2 if returned to VMUK within 7 days of date of delivery in its original packaging VMUK will at its option either:
- 7.2.1 repair the Equipment; or
- 7.2.2 replace the Equipment; or
- 7.2.3 substitute the Equipment with a credit on account.
- 7.3 For the avoidance of doubt, where VMUK replaces the Equipment or provides substitute Equipment, the original Equipment returned by the Customer will belong to VMUK.
- 7.4 These obligations on the part of VMUK will not apply where:
- 7.4.1 The damage to the Equipment is due to Customer negligence; or
- 7.4.2 The Equipment is altered in any way; or
- 7.4.3 The Customer has failed to observe any maintenance requirements; or
- 7.4.4 The Equipment has been expressly sold on a "NO warranty" basis.
- 7.5 VMUK does not give any warranty or representation as to Network availability. VMUK does not guarantee that coverage is available from any particular Network Service Provider in any given area. The availability or otherwise of any particular Network does not affect the liability of the Customer to VMUK under these Terms and Conditions.

8 Limitations of Liability

- 8.1 The liability of VMUK for loss or damage of any kind whatsoever in connection with:
- a) this agreement; and/or
- b) any matter collateral to this agreement; and/or
- c) in respect of any representation or misrepresentation made by or on behalf of VMUK;
- shall in no circumstances exceed the sum paid by the Customer to VMUK in respect of Equipment or Services that such liability arises from provided that nothing in this clause shall limit or exclude liability for death or personal injury arising from VMUK negligence.
- 8.2 save as otherwise provided, VMUK will be under no liability for personal injury, death, loss or damage of any kind whatsoever (other than death or personal injury resulting from VMUK negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business or depletion of goodwill.
- 8.3 VMUK will only be responsible for the migration of mobile phone numbers detailed on the Purchase Order and Customer Requirements Form. If the Customer has additional or remaining numbers with the old Network Service Provider those will remain the sole responsibility of the Customer and VMUK will accept no liability for any charges or invoices relating to any such charges.

9 Your right to cancel or transfer the Account

- 9.1 You have the right to cancel this Agreement in writing at any time from the date you sign the Airtime Agreement and Purchase Order until the order is connected with the relevant Network. Any such cancellation will only be effective from the time that the written notification is actually received by VMUK. You acknowledge that if you cancel any Purchase Order we will recover any Subsidy paid and any Equipment supplied and we may recover the full cost (the price of which will be taken from VMUK's price list at time of sale) of any Equipment provided to you as part of the Purchase Order and charge an administration fee of £50 plus VAT per connection. In addition VMUK will be entitled to charge the Customer a consultancy fee of £250 plus VAT if the Customer cancels the Agreement prior to connection with the relevant Network.
- 9.2 You may have a right to cancel your Connection with the relevant Network/Service Provider in accordance with their terms and conditions. Any such right does not, however, affect the terms of the Agreement with VMUK and if this Contract is cancelled at any time then Early Termination Charges will become payable in accordance with the terms of this Agreement. 9.3 In the event of the Customer cancelling this Agreement or transferring the management of the Agreement from VMUK to the Network/Service Provider or any other third party before the Minimum contract Term or in the event of the Customer undertaking any form of Downward Migration in respect of the Agreement or any part of the Agreement the following charges will be imposed:-
- 9.3.1 In the event of the Customer disconnecting or upgrading with the Network/Service Provider directly prior to the last 12 months of the Minimum Term VMUK will be entitled to charge a fee of £250.00 per line and will be entitled to recover all Subsidies paid to the Customer PROVIDED THAT if the Equipment is worth more than £250.00 VMUK will be entitled to recover the full cost of the Equipment as taken from VMUK's price list from time to time;
- 9.3.2 In the event of the Customer disconnecting or upgrading with the Network/Service Provider directly within the last 12 months of the Minimum Term but prior to the last 6 months of the Minimum Term VMUK will be entitled to charge a fee of £200.00 per line and will be entitled to recover any Subsidies paid on a pro-rata basis ("the Repayment"). The Repayment will be calculated on the basis of the total amount of Subsidy paid divided by the number of days comprising the Minimum Term and multiplied by the number of days of the Minimum Term which remain unexpired PROVIDED THAT if the Equipment is worth more than £200.00 VMUK will be entitled to recover the full cost of the Equipment as taken from VMUK's price list from time to time.
- 9.3.3 In the event of the Customer disconnecting or upgrading with the Network/Service Provider directly within the last 6 months of the Minimum Term but prior to the last 3 months of the Minimum Term VMUK will be entitled to charge a fee of £150.00 per line and will be entitled to recover any Subsidies paid on a pro-rata basis ("the Repayment"). The Repayment will be calculated on the basis of the total amount of Subsidy paid divided by the number of days comprising the Minimum Term and multiplied by the number of days of the Minimum Term which remain unexpired PROVIDED THAT if the Equipment is worth more than £150.00 VMUK will be entitled to recover the full cost of the Equipment as taken from VMUK's price list from time to time.
- 9.3.4 In the event of the Customer disconnecting or upgrading with the Network/Service Provider directly within the last 3 months of the Minimum Term VMUK will be entitled to charge a fee of £100.00 per line and will be entitled to recover any Subsidies paid on a pro-rata basis ("the Repayment"). The Repayment will be calculated on the basis of the total amount of Subsidy paid divided by the number of days comprising the Minimum Term and multiplied by the number of days of the Minimum Term which remain unexpired PROVIDED THAT if the Equipment is worth more than £100.00 VMUK will be entitled to recover the full cost of the Equipment as taken from VMUK's price list from time to time.
- 9.4 For the avoidance of doubt any charges levied on the Customer pursuant to Clauses 9.1, 9.2 or 9.3 will apply to each Connection the Customer has with the Network.
- 9.5 The Customer acknowledges that in the event of the Customer cancelling this Agreement or upgrading with the Network/Service Provider directly that there will be 2 separate sets of cancellation charges being the charges made under this Agreement and the charges made by the Network/Service Provider directly and that payment of the charges due to the Network/Service Provider directly does not in any way affect the liability of the Customer to VMUK under this Agreement.
- 9.6 The Customer acknowledges that the cost of the Equipment and the level of Subsidies are based on the Customer being connected for the Minimum Term and the cancellation charges contained within this Agreement represent the losses which VMUK suffer as a result of the Customer cancelling prior to the end of the Minimum Term.
10. Network Termination Payments
- 10.1 In the event of VMUK and the Customer agreeing to change the Customers Connection from one Network Service Provider ("the Old Provider") to another ("the New Provider") during the Minimum Term of an Airtime Agreement the Customer acknowledges that the Old Provider will charge their standard disconnection fees.
- 10.2 The Customer will be responsible for paying any such disconnection fees however will be entitled to raise a Termination Invoice only up to the amount agreed and detailed on the customer requirements form in respect of any agreed termination fees payable by VMUK.
- 10.3 The Customer will not be entitled to raise a Termination Invoice until a maximum of 3 months following connection to the New Provider.
- 10.4 The Customer will lose its right to raise a Termination Invoice if the Customers account with the New Provider falls into arrears at any time.
- 10.5 All Termination Invoices must be accompanied by the invoice supplied by the Old Provider along with evidence that the invoice has been paid or the Termination Invoice will be deemed to be invalid.
- 10.6 If the Customers account with the New Provider falls into arrears at any time the Customer will lose their right to any unclaimed or future Subsidy and VMUK will be entitled to recover any Subsidy already paid to the Customer PROVIDED THAT if the Customer pays the arrears and provides VMUK with written evidence from the Network Service Provider that the arrears have been repaid in full then the Customer will retain its rights to any Subsidy.
- 10.7 VMUK will pay any properly raised Termination Invoice or Cash Back Invoice in full 30 days after receipt. For the avoidance of doubt a Termination Invoice or Cash Back Invoice may not be served until a minimum of 120 days following connection with the New Provider and must be served prior to the date 6 months after connection with the New Provider.
- 10.8 The Customer will not be entitled to raise a Termination Invoice or Cash Back Invoice unless they have been connected to the Network/Service Provider for at least 90 days and the Customer will not be entitled to raise a Termination Invoice if the account is in arrears.
- 10.9 If the Customer fails to pay any monies properly due to either VMUK or the Network then it will be deemed that they have disconnected from the Network and all fees that would be due if a Customer disconnected from the Network prior to the end of the Minimum Term will become due and payable immediately.
11. Hardware Credit Account
- 11.1 Where the Customer Requirements Form specifies the provision of a Hardware Credit Account the following terms will apply:-
- 11.2 The amount of credit specified in the Customer Requirements Form ("Hardware Credit") will be held on account with VMUK for 12 months from the signed date specified in the Customer Requirements Form ("the Credit Expiry Date").
- 11.3 Any Hardware Credit that is not used by the Credit Expiry Date will lapse and the balance of the Hardware Credit Account will automatically revert to nil after the 12 month period.
- 11.4 The Customer will only be able to use the Hardware Credit Account to purchase Equipment that is specified on the price list of VMUK and the price of any Equipment ordered will be as specified on the price list of VMUK.
- 11.5 For the avoidance of doubt Hardware Credit has no financial value and cannot be converted into cash or credit other than for the purchase of Equipment from VMUK prior to the Credit Expiry Date.
- 11.6 All Equipment ordered using a Hardware Credit Account will be subject to a delivery charge ("the Delivery Charge"). The Delivery Charge will be charged separately to the provision of the Equipment and Hardware Credit cannot be used to pay for the Delivery Charge.
- 11.7 If a Customer is out of contract or disconnects or upgrades or downgrades their Contract at any point prior to the Minimum Expiry Date then all Hardware Credit will become null and void.
- 11.8 If VMUK agree to take a Customers equipment in part exchange or as part payment for a new Contract the Customer will provide the Equipment specified on the Customer Requirements Form to VMUK within 7 days of connection to the new Service Provider. If any Equipment is not received by VMUK within the 7 day period then VMUK will be entitled to charge the Customer for the Equipment at the same rates as are specified for the Equipment on www.mazumamobile.com and in that event the Customer will be obliged to pay the cost of the Equipment to VMUK within 14 days of an invoice being raised. The Customer in signing the Customer Requirements Form warrants that they have title to all and any handsets provided to VMUK in part exchange.

12. Insurance

- 12.1 VMUK will arrange Insurance for all Customers and the Customer hereby acknowledges and agrees to VMUK arranging Insurance on its behalf.
- 12.2 The Insurance will be free of charge for the first 3 months of the Connection ("the Free Period").
- 12.3 After the expiry of the Free Period the Insurance will be charged for at the standard rates applicable to the Insurance as set out in the CRF or Purchase Order.
- 12.4 The Insurance will be provided by Supercover Insurance or any other provider who VMUK (in their sole discretion) elect. Full terms and conditions of the Insurance are set out at www.supercoverinsurance.com. In the event of VMUK using their discretion to elect an alternate provider for the Insurance VMUK will inform the Customer at least 56 days prior to the Insurance provider being changed.
- 12.5 Where a Customer receives Equipment free of charge ("Free Equipment") as a result of taking out Insurance the following terms will apply:-
 - 12.5.1 If a Customer receives any Free Equipment as a consequence of taking out Insurance but subsequently cancels the Insurance within 3 months of Connection then the Customer is obliged to pay the sum of £25.00 (Twenty Five Pounds) plus VAT per handset to VMUK by way of a contribution to the cost of the Equipment within 7 days of the Insurance being cancelled;
 - 12.5.2 If the Free Equipment provided to the Customer is an iPhone then the sum detailed in Clause 12.5.1 will be increased to £49.99 (Forty Nine pounds and Ninety Nine pence) per handset.

13. Guarantee

- 13.1 The Director in signing the Customer Requirements Form hereby agrees to guarantee the liability of the Customer to VMUK at any time.
- 13.2 The Director acknowledges in signing the Customer Requirements Form that he has been advised of the need to seek independent legal advice in respect of the liability imposed by this Guarantee.

14. Transfer of Agreement

This Agreement will run in conjunction with the Airtime Agreement and if the Customer transfers the Airtime Agreement in to a name other than the name in the original Agreement ("the New Customer") then the New Customer will automatically be deemed as accepting the benefit of and the liability of this Agreement as well as the Airtime Agreement.

15. Disputes

All reasonable steps will be taken to resolve any dispute prior to any legal action. If you do have any complaints you should first contact your business specialist or customer services.

16. Disclosure of Customer Information

The Customer consents to VMUK disclosing their personal details as detailed in the Purchase Order to the relevant Network provider and any required credit reference agencies.

17. Promotional Material

The Customer hereby consents to VMUK and their selected third parties sending promotional material to Customers using the details provided. The Customer does have the right to unsubscribe from this at any time by writing to VMUK notifying them of this desire.

18. Indemnity

The Customer will indemnify VMUK for all costs losses and expenses incurred as a consequence of breaching any of these terms which shall include all costs incurred in the recovery of any late payments.

19. Force Majeure

Neither party shall be liable for any delay or failure in performing any of its obligations (except payment by the Customer of any sums due under this contract) if such delay or failure arises because of circumstances beyond that party's reasonable control.

20. Jurisdiction

- 20.1 All contracts shall be governed by and construed in accordance with English law and the parties submit to exclusive jurisdiction of the English courts.
- 20.2 If any provisions of these Terms and Conditions or any contract between VMUK and the Customer are held to be invalid and/or unenforceable under any applicable statute or rule of law they will be deemed to be omitted and the validity and/or enforceability of the remaining provisions of the contract shall not be impaired or affected by that omission.

21. Variation of Terms

- 21.1 This agreement is subject to change in whole or part with 7 days written notice.
- 21.2 Notice is deemed to have been served when posted to Customers for whom VMUK has an address and notice has been displayed in the registered office of VMUK for two weeks from the date of posting. VMUK will not be responsible for notices which are lost in the post and proof of posting will not be required.
- 21.3 It is each Customers responsibility to ensure that VMUK has an up to date address and notices will be deemed as validly served if sent to the most recent address that VMUK holds for a Customer.