

The National Business Network Ltd Terms and Conditions of Sale

By the purchasing or ordering of the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us via our website at www.tnbn.co.uk or by calling us on 0800 019 5562.

"**TNBN**" means The National Business Network Limited;

"**Conditions**" means these terms and conditions;

"**Goods**" means any goods you purchase under these Conditions;

"**Non-subscription Services**" mean any Services other than Subscription Services;

"**Personal Information**" means the details provided by you to us;

"**Services**" means any services you order or otherwise purchase under these Conditions;

"**Subscription Services**" means Services to which you subscribe on an on-going basis, for example technical support Services;

"**Us/our/we**" means The National Business Network Limited, a company registered in England and Wales under the number 5503461 with registered office located at The Arena Business Center, Stockley Business Park, Uxbridge, Middlesex UB11 1AA;

"**Website**" means either one of the websites located at www.tnbn.co.uk or any other URL which may replace it; and

"**You/Your**" means the person ordering or otherwise purchasing the Goods or Services.

1. Rights and Obligations

1.1. You undertake:

1.1.1. to pay any amounts due to us within 14 days of purchase or goods installed

1.1.2. that the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. to notify us immediately of any changes to the Personal Information using the contact details in Clause 5.4; and

1.1.4. not to impersonate any other person or entity or to use a false name.

1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. to make it conform with any applicable safety or other statutory requirements; or

1.4.2. to make it reflect changes in the manufacturer's specification,

but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed.

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or

Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.6. Subscription Services only:

1.6.1. If you subscribe to Subscription Services, we will give you prior notice of any withdrawal of or changes to the Subscription Services or these Conditions.

(i) where these changes are to your substantial detriment (which shall include but not be limited to an increase in the price of your Subscription Services of more than 10%), you can choose to cancel any unused portion of the Subscription Services without penalty before any such changes take effect. Your continued subscription to the Subscription Services following such change taking effect shall be deemed to be your acceptance of such change.

(ii) Your right to cancel under Clause 1.6.1 (i) above does not apply where:

(a) any price increase in relation to the Subscription Services does not exceed the Retail Price Index figure, the Consumer Price Index figure or similar in any twelve month period; or

(b) the increase is as a result of any increase in VAT or other taxes or the introduction of a similar or new tax on the Subscription Service.

1.7. Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.8. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

2. Orders

2.1. Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgement given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

3. Price and Payment

- 3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.
- 3.2. If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we may:
- 3.2.1. where you subscribe to Subscription Services (example TNBN phone service), suspend the Services until payment is received and, if you continue to fail to make payment, cancel this agreement; and/or
- 3.2.2. where you have ordered Goods or Non-subscription Services, cancel this agreement; and/or
- 3.2.3. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).
- 3.3. You confirm that any payment method you use is yours.
- 3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.
- 3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.
- 3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.
- 3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

4. Cancellation, Returns and Exchanges

- 4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written notice.
- 4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. For details on our Returns and Exchange Policy please visit call us on 0800 019 5562 for details.
- 4.3. Subscription Services only:
- 4.3.1. Subject to Clauses 4.3.2 and 4.3.3 and without prejudice to Clause 4.1 above or to any other rights we have under the terms of these Conditions, either party can terminate this agreement at any time by giving the other party no less than 30 days written notice.
- 4.3.2. If Subscription Services come with a minimum term contract, without prejudice to our rights in Clauses 1 and 4.1 above, we will not terminate the Subscription Services during such a minimum term.
- 4.3.3. You can terminate the Subscription Services within such a minimum term but if you do so other than in exercising your rights under Clauses 1.6.1 and 4.1, we may charge you a cancellation fee.
- 4.4. Goods and/or Services ordered online or over the phone only
- 4.4.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000.
- 4.4.2. You may cancel any order for Services any time within 7 working days from the day after placing your order, however, you may not cancel once we have started providing any part of such Services to you with your agreement.
- 4.4.3. You may cancel any order for Goods other than audio or video recordings or software at any time within 7 working days from the day after receiving your Goods without liability

to us.

4.4.4. A working day is any day except Saturday, Sunday and UK bank or public holidays.

4.4.5. Where you have ordered audio or video recordings or software, you do not have a right to cancel your order once it has been accepted and either (i) download of the audio or video recordings or software has started; or (ii) where the audio or video recordings or software has been delivered to on CD, DVD or other similar storage devices and the item is unwrapped.

4.4.6. You may cancel your order by calling us on 0800 019 5562. Any cancellation notice must be given before the end of the 7 working day period referred to above.

4.4.7. If you cancel an order for Goods, they must be returned to us within a reasonable period, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand alone retail value of any missing or damaged items.

4.4.8. Unless collection of the Goods has been arranged, you must return the Goods by sending them to TNBN, The Arena Business Centre, Stockley Business Park, Uxbridge, Middlesex, UB11 1AA. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery where appropriate.

4.4.9. Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

4.4.10. You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.

4.4.11. You are entitled to examine any Goods ordered as you would in a shop. However, if you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods to make or receive a call, sending or receiving SMS/MMS, connecting to and/or accessing the internet, downloading, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.

4.4.12. If you cancel your order in accordance with the provisions of this Clause 4.4, subject to the provisions of Clauses 4.4.7 and 4.4.11 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.4.7) within 30 days.

4.5 You are not entitled to a refund or exchange on any top-up purchases made in store, online, over the phone or purchased by using your phone.

5. Your Personal Information

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request by calling us on 0800 019 5562 or online at <http://www.tnbn.co.uk>

5.3. If you would like us to tell you what information we hold about you please write to: The Data Protection Office, TNBN Ltd, The Arena Business Centre, Stockley Business Park, Uxbridge, Middlesex, UB11 1AA. We may charge a £10.00 administration fee – Please include your full name, address and a copy ID with each request.

5.4. You will have the opportunity to consent to us contacting you by post, e-mail, phone, SMS or MMS about products and services which TNBN and carefully selected third parties we believe may be of interest to you. You can make changes to your marketing preferences at

any time by calling us on 0800 019 5562 or writing to us at us c/o The Data Protection Office, TNBN , The Arena Business Centre, Stockley Business Park Uxbridge Middlesex, UB11 1AA. Please note that it may take up to 28 days for such changes to take effect.

6. Terms applicable only to Promotional Items received for free or at a discount when you have entered into a Network Contract or an agreement for Subscription Services

6.1. In relation to this Clause 6 and Clause 7 only, the terms listed below shall have the following meaning:

"Minimum Period" means any minimum period for the provision of any Subscription Services or Network Services beginning the day of which the provision of your Subscription Services or Network Services (as applicable) begin or, in the case of a contract renewal, the date on which that renewal becomes effective;

"Network Services" means the telecommunication, internet or television services provided by a Network Operator;

"Network Contract" means a contract entered into between you and your Network Operator relating to the provision of Network Services;

"Network Operator" means a Network provider nominated by us to you into which you have entered any Network Contract;

"Promotional Items" means any goods/ gift cards/ vouchers/ subscription services or similar received for free or at a discount when you have entered into a Services Contract; and

"Services Contract" means a Network Contract or contract for Subscription Services.

6.1.1. Where you have received your Promotional Item(s) and:

(i) it has not been possible to fully provision you with your Network Services or Subscription Services, for whatever reason, within 60 days of you placing your order;

(ii) your Services Contract is terminated as a result of you being in breach of its terms (including but not limited to where you have failed to fulfil your payment obligations during the Minimum Period); or

(iii) you move onto a lower rate monthly subscription or you end the Services Contract for any reason within your Minimum Period

you must:

a. return the Promotional Items to us upon ending your Services Contract or within 14 days of our request for you to do so by sending it to the address of which we notify you (here, we recommend that you use special delivery); or

b. keep the Promotional Items, in which case you agree to pay us the amount of the discount being the stand-alone retail price of the Promotional Items (i.e. the price you would have paid had you purchased the Promotional Items without entering into the Services Contract) less any amount paid by you at the time of purchase for the Promotional Items (the **"Outstanding Amount"**).

6.1.2. Any Outstanding Amount due will be invoiced as we advise and you must pay the invoiced amount within 14 days of the date of the invoice.

6.1.3. We agree that, subject to the provisions of Clauses 6.1.1 and 6.1.2 we will not exercise our right under Clause 3.7 where you have entered into a Services Contract, and are duly performing your obligations as to payment under it.

7. Terms Applicable to cash-back, redemptions or similar promotional deals offering you a financial incentive or rebate when you have entered into a Services Contract (together, "Cash-back Deals")

7.1. The following conditions are in addition to any specific terms applicable to any Cash-back Deal that you have entered into.

7.2. Where Cash-back Deals offer you a fixed price line rental via cash-back or redemption,

this fixed price is dependent on the Network Operator or service provider not increasing the price of its Services. Where the price of the Services is increased by the Network Operator or service provider, this is done independently of the Cash-back Deal. The amount of payments you receive under your Cash-back Deal will remain static for the duration of the Cash-back Deal and you will remain liable to the Network Operator or service provider for any such increased prices.

7.3. You may be required to make payments upfront for the full amounts due under your Services Contract prior to being entitled to claim any payments from us under your Cash-back Deal.

7.4. To claim any payments due to you under your Cash-back Deal you must ensure that all payments due from you under your Services Contract are up to date.

7.5. Where you have received your financial incentive as part of your Cash-back Deal and:

7.5.1. it has not been possible to fully provision you with your Network Services or Subscription Services, for whatever reason, within 60 days of you placing your order;

7.5.2. your Services Contract is terminated as a result of you being in breach of its terms (including but not limited to where you have failed to fulfil your payment obligations during the Minimum Period); or

7.5.3. you move onto a lower rate monthly subscription or you end the Services Contract for any reason within your Minimum Period, you must return the financial incentive to us upon ending your Services Contract.

8. Limitation of Liability

8.1. We will not be liable for any loss or damage caused by us in circumstances where:

8.1.1. there is no breach of a legal duty of care owed to you by us; and/or

8.1.2. such loss or damage is not reasonably foreseeable.

8.2. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

8.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

8.4. Nothing in these Conditions shall:

8.4.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

8.4.2. limit your rights as a consumer under applicable UK law.

8.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

8.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

8.7. Each provision of this Clause 8 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

9. General

9.1. Events Beyond the Parties Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

9.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

9.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

9.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take bring court proceedings, you must do so within the UK.

9.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

9.6. Call Monitoring: Monitoring or recording of your calls may take place for our business purposes. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

10. Handling Complaints and Sending Notices

10.1. If you wish to make a complaint you may do so in the following way:

10.1.1. by calling 0800 019 5562;

10.1.2. in writing addressed to: The National Business Network Ltd, The Arena Business Centre, Stockley Business Park, Uxbridge, Middlesex, UB11 1AA; or

10.1.3. online, at <http://www.tnbn.co.uk> and submitting a complaint via the contact us form.

10.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

10.2.1. by post to The National Business Network Ltd, The Arena Business Centre, Stockley Business Park, Uxbridge, Middlesex, UB11 1AA or

10.2.2. via our website at <http://tnbn.co.uk>

10.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.