

Please read these terms and conditions of business carefully before signing Your contract. These terms are binding on both parties.

DEFINITIONS

In this Agreement:

"Airtime Line Rental" means, subject to variation, the charges shown on the Order Form for each relevant period that the Equipment is connected to the Network.

"Agreement" means these Terms and Conditions, the Order Form correctly signed and duly dated and any additional terms as may be referred to herein.

"Disconnection Fee" means a fee for the disconnection of the Services and/or equipment of £25.00

"Equipment" means any or all of the terminal(s), modem(s), SIM card(s), battery(s) and any other accessories and/or consumables and all replacements renewals or additions to and substitutions of such outlined in the Order Form or on subsequent Order Forms which may be signed under the terms of this Agreement unless a new agreement is made and shall include any manual and handbook and all such shall be Our property and subject to this Agreement.

"Minimum Term" means in relation to Rental of Equipment, the period specified in the Order Form;

"Network" means any mobile telecommunications network employed by Us.

"Network Provider" means the provider of the Network to which the Equipment is connected from time to time.

"We" or **"Us"** means One Two Three Send Limited, registered in the UK, company number 3736624.

"Order Form" means the form overleaf or subsequently appended hereto under which You agree to rent the Equipment and Services described therein.

"Rentals" means rental applicable for the rental of Equipment or Airtime Line Rental

"Rental Period" means the Minimum Term shown on this Order Form together with any further period of hire under this Agreement or if the hiring is terminated early for any reason, the period of hire until such termination.

"Services" services supplied by Us to You.

"SIM/s/ SIM Card/s" means the SIM cards provided by Us, rented to You and owned by Us.

"Terminal" means the Equipment or each item of the Equipment if more than one

"Transaction" means each occasion that the Equipment is used to process a credit or debit card or other automated payment transaction.

"Transaction Call Charge" means, subject to variation, the charges shown on the Order Form or if none are specified, our standard transaction charges for the authorisation or non-authorisation of a Transaction.

"You" or **"Your"** means the Customer named on the Order Form

(Other capitalised expressions used in the Order Form shall have the meanings given therein and in this Agreement).

THIS AGREEMENT is made on the date accepted by Us overleaf. We agree to hire the Equipment to You for the Rental Period on the terms and conditions set out below and overleaf.

HIRER'S OBLIGATIONS :

1. You agree:
- 1.1. to pay the Rentals and all other sums due to Us on the dates and in the amounts set out overleaf and that prompt payment of any sums due under this Agreement shall be an essential condition of this Agreement;
- 1.2. that a minimum £250 deposit per Terminal will be taken from Your credit/debit card supplied at least 7 working days prior to a hire terminal dispatch. Any deposit payment made by cheque must be received by Us at least 7 working days prior to the dispatch and will be banked upon receipt;
- 1.3. that deposits will be refunded to You on termination of the hire agreement less any outstanding hire charges and terminal repair costs;
- 1.4. We reserve the right to charge the full daily/weekly hire price for terminals returned later than two working days after the end of a hire unless otherwise agreed in writing by Us;
- 1.5. to inspect the Equipment upon delivery and sign a delivery receipt and notify us immediately of any loss or theft of or defect or damage to the SIMS. Thereafter You must notify Us immediately of any loss or theft of, or damage to, the SIMS (and confirm in writing to Us within 48 hours)
- 1.6. to use the Equipment in accordance with any operating instructions;
- 1.7. to keep the Equipment in good repair and condition and to be responsible for any loss or damage to the Equipment, other than through fair wear and tear;
- 1.8. to insure with a reputable insurance company:
- 1.8.1. the Equipment from the date of delivery for its full replacement value against all risks on a comprehensive policy of insurance without restriction or excess;
- 1.8.2. against all liability to third parties for death personal injury and damage to or loss of property arising directly or indirectly out of the use possession or operation of the Equipment for such amount as is prudent or legally required;

- 1.9. to pay any licence fees, fines, insurance premiums and other payments in respect of the Equipment;
- 1.10. to keep the Equipment in its own possession in the U.K. and not to alter, sell, lend or otherwise deal with the Equipment nor to allow any charge or lien or similar right to be created over the Equipment;
- 1.11. to indemnify and keep Us fully indemnified at all times against all losses actions claims demands proceedings (whether civil or criminal) costs outgoings legal expenses insurance premiums and all calls liabilities judgements damages or other sanctions wherever arising directly or indirectly from the provision of the Equipment or Your failure or alleged failure to carry out Your duties under this Agreement or any defect in the Equipment or the design manufacture testing or maintenance of it;
- 1.12. to return the Equipment at the expiry of the Rental Period to such address in the U.K as We shall specify in the same condition as at the commencement of the Rental Period (with the exception of fair wear and tear);
- 1.13. to indemnify Us against all costs and expenses incurred by Us in putting the Equipment into the return condition required by Clause 1.12;
- 1.14. that if any of the Rentals or any other sums payable under this Agreement shall not be paid when due You shall pay to Us interest thereon calculated on a daily basis and compounded quarterly from the due date until payment at the rate of twelve per centum (12%) per annum;
- 1.15. that all sums payable under this Agreement shall be paid together with the addition of such value added tax as is legally payable thereon;
- 1.16. You must tell Us of any change in Your address or bank details and provide Us with any information (including that relating to Your financial position) that We may reasonably require in connection with You or the equipment and services provided under this Agreement;
- 1.17. You may only connect the SIMS to the Services;
- 1.18. If the Equipment is damaged or stolen, lost or destroyed for any reason, You are still liable to pay all Rental and Airtime and Other Service Charges. If You lose the Equipment and it is returned to Us, We will return the Equipment to You but may charge You a reasonable fee for doing so;
- 1.19. You may not directly or indirectly be Involved or knowingly recklessly or negligently permit any other person to be Involved In any fraud and shall notify Us immediately upon becoming aware of any such fraud and You will implement and comply with such procedures and rules adopted by Us from time to time concerned with fraud;
- 1.20. You must notify Us immediately of any loss or theft of, or damage to, the SIMS (and confirm in writing to Us within 48 hours);
- 1.21. You must keep confidential and not disclose to any third party any personal identification number issued by Us permitting access to the Services; and
- 1.22. You must not allow directly or indirectly any alteration to the configuration of the SIMS, or any constituent parts, from their newly Installed state without obtaining prior permission.
- 1.23. We shall at all times retain ownership of the Equipment and You shall have no interest in the Equipment save as is provided by this Agreement.
- 1.24. Any repairs to damaged Equipment will be charged to You at a rate of a minimum of £150 per Terminal. Any Equipment requiring refurbishment (clean and repair) will be charged to You at rate of a minimum of £50 per Terminal.

2. EXCLUSIONS

- 2.1. The Equipment is selected by You and acquired by Us at the request of You solely for the purpose of hiring the Equipment to You for use in Your business. Other than where You are dealing as a consumer and have the benefit of certain implied rights, We do not let or supply the Equipment with any warranty or subject to any representation concerning the condition performance suitability or qualities of the Equipment.
- 2.2. Other than liability for death or personal injury arising from Our negligence, We shall not be liable to You for loss injury or damage arising by reason of any defects in the Equipment; or
- 2.2.1. for any statement term condition warranty or representation made by any person through whom this transaction may have been introduced negotiated or conducted and persons other than those in our employment have no authority express or implied to act as agent for Us.
- 2.3. Except as stated in this clause 2, We will not be, and the Network Provider shall not be, liable to You under contract, tort or otherwise for any direct or indirect loss of profits or revenue, loss of use, loss of business or missed opportunities, goodwill, wasted expenditure or savings You might have made or any loss or damage to Your property arising out of Your rental or use of the Equipment and/or the Network, or the provision of or failure to provide the Airtime and Other Services, or to supply any replacement Equipment during any period when the Equipment or part of it is unusable, or from any claim made against You by anyone else. We do not, and the Network Provider does not, warrant that the provision of the Airtime Services will always be virus free;

3. AIRTIME AND OTHER SERVICES

- 3.1. You will remain liable to pay all charges due under this Agreement notwithstanding any unavailability of the Network or any suspension or

- disconnection.
- 3.2 We may suspend the Airtime and Other Services and/or disconnect any or all Equipment from the Network if You fail to pay any sums when due or are otherwise in breach of this Agreement or are no longer a banker's merchant or if We reasonably believe You are using the Equipment or Network for illegal purposes or purposes for which it is not intended.
- 3.3 If disconnection occurs by reason of Clause 3.2 We may charge a reasonable fee for any subsequent reconnection of the Equipment to the Network.
- 3.4 The effectiveness of the Network varies depending on location and other factors. You accept that, owing to the nature of mobile telecommunications, it is impossible to provide a fault free service and neither Us nor the Network Provider will be liable to You or any other party for any action taken in reliance upon the accuracy, completeness or continuous supply of airtime and Services.
- 3.5 You may not transfer the SIM card from one terminal or handset to another without prior approval from Us.
- 3.6 The Network Provider will make every effort to ensure the security of Your communications. You are however advised that for reasons beyond our control, there is a risk that Your communications may be intercepted or accessed by those other than the intended recipient.
- 3.7 All numbers allocated by Us to You for use on the Network or otherwise are not Your property, and You shall not be entitled to use any such number after this Agreement has come to an end. We reserve the right to reallocate or change any such number from time to time during the term of this Agreement and shall have no liability to You on account of any such change.
- 3.8 We shall be entitled at any time, without liability to:
- (i). improve modify suspend test maintain withdraw or repair the Services and the SIMS in whole or in part even if this requires suspending the operation of the Services provided we shall use reasonable endeavours to minimise all forms of disruption resulting therefrom;
 - (ii). improve, modify, suspend or withdraw the Services and the SIMS in whole or in part and in order to prevent or limit the incidence of any fraud or to facilitate the early detection of any fraud; and
 - (iii). withdraw the Services if the Network Provider determines to withdraw the same generally. We shall endeavour to give You as much notice as is reasonably practicable in the circumstances in advance of any improvement, modification, suspension, withdrawal, discontinuance, testing, maintenance or repair referred to above.
- 3.9 Without prejudice to Condition 1.11, We shall have the right at any time without notice and without liability to suspend the Services or any part thereof and/or disconnect any Customer Equipment, customer number and/or SIMs and charge You a Disconnection Fee in any of the following circumstances: -
- (i) In the event that the quality of the Services and/of the SIMs may be or is impaired or otherwise adversely affected due to any act or omission of You or allowed by You; or
 - (ii) In the event that Your equipment used in connection with the Services infringes or is alleged to infringe the intellectual property rights of a third party; or
 - (iii) if We become aware of, or have reasonable cause to believe that, fraudulent use of the SIMs and/or the Services is taking place; or
 - (iv) if in Our opinion You fail to take or unreasonably delay in taking any necessary action in respect of fraud when the particular circumstances of such fraud have been notified to You by Us; or
 - (v) if the Services are subject to technical failure, modification or maintenance, or access to the Services is denied to Us and/or the Network provider for any reason.
- If We subsequently resume provision of the Services, or reconnect Your equipment, customer number and/or SIM to the Services, We shall be entitled to charge the reconnection.
- 3.10 The Services are made available provided:
- (i) they are not used for anything unlawful, improper or immoral;
 - (ii) they are not used to make offensive or nuisance communications in whatever form, or to make or receive reverse charge calls;
 - (iii) You do not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of Us), or howsoever cause the quality of the Services and/or the SIMs to be impaired;
 - (iv) they are only used with equipment approved by Us and all relevant laws and rules of Us and the Network Provider are followed;
 - (v) they are not used to send, receive, upload, download or otherwise facilitate any material which is offensive, indecent, defamatory, of a menacing nature, a nuisance, a breach of privacy or otherwise unlawful and You shall use all reasonable endeavours to prevent the use of the Services and/or the SIMs for spamming, malicious communications or any similar activities to these and comply with all Our and/or generally accepted industry requirements, guidelines and similar documents of instructions including without limitation those in relation to location based services, adult content services and the protection of minors through controlling access to such services by means of barring of handsets or similar means.
- (vi) they are not used otherwise than in accordance with any connected networks' policies for acceptable use or those of any regulatory body from time to time;
 - (vii) they are not used to access or use content in a way that infringes the rights of others; and the person attempting to use the Equipment and Services is in range of base stations forming part of the relevant network
 - (viii) You do not use the SIMs supplied to You by Us pursuant to this Agreement or permit such SIMs to be used to access services other than the Services specifically provided by Us from time to time (including but not limited to the processing of credit and debit card payments through mobile terminals provided by Us). In the event that the You fail to comply with Your obligations under this Condition 3.10, We shall have the right:
 - (a) at any time without notice and without liability to disconnect the relevant SIMs from the Services and charge You the Disconnection Fee. For the avoidance of doubt, any breach of this Condition 3.10 shall be an irrevocable breach.;
 - (b) if the breach of this Condition 3.10 relates to use of SMS data, charge You for such SMS (as appropriate) plus any charges due in respect of usage outside of the United Kingdom. If the breach of this Condition 3.10 is use of UK mobiles or fixed lines all such usage will be charged to You together with any associated costs; and
 - (ix) You comply with any directions and/or codes of practice made or adopted by Us in relation to the Services and/or Equipment.
- #### 4. TERMINATION BY OWNER
- 4.1. We may terminate the hiring under this Agreement if:
- 4.1.1. You do not pay any of the Rentals or any other sums agreed to be paid under this Agreement punctually within seven (7) days of the date when due; or
 - 4.1.2. You breach any other term of this Agreement which (if it is capable of remedy) has not been remedied by You within fourteen (14) days of notice from Us requiring it to be so; or
 - 4.1.3. a total loss of the Equipment occurs; or
 - 4.1.4. You shall be liquidated or wound up or have presented against You a petition for bankruptcy or winding up or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction) or have a receiver or administrator or administrative receiver appointed or convene any meeting of Your creditors or make a deed of assignment or arrangement or otherwise compound with Your creditors; or
 - 4.1.5. any step shall be taken to levy a distress or execution upon any of Your chattels or any chattels in Your possession whereupon Our consent to Your possession of the Equipment shall determine immediately and We may take possession of the Equipment wherever the Equipment may be and You shall allow Us or Our duly authorised agents entry to the land or premises for the purpose of repossessing the Equipment.
- #### 5. LIABILITY ON TERMINATION
- 5.1 On Termination of this Agreement, for whatever reason, You will return immediately to Us all Equipment and all property hired, rented or loaned to You by Us and all customer numbers shall revert to Us and You shall return all SIMs and permit the disconnection of all and any SIMs which we connected to the Services and shall indemnify Us against all liability howsoever arising for such.
- 5.2 Immediately upon the hiring of the Equipment being determined under Clause 3, You shall pay to Us a sum equal to the aggregate of:
- 5.2.1. all arrears of Rentals and other sums due and unpaid; and
 - 5.2.2. all Rentals which (had this Agreement not been terminated) were agreed to be paid by You to Us from termination until the end of the Minimum Term or any agreed extension thereof, less a discount for accelerated payment at the rate of three per centum (3%) per annum; and
 - 5.2.3. damages for any breach of this Agreement or for any loss suffered by the Owner and all expenses and costs incurred by Us in retaking possession of and selling or re-hiring the Equipment or attempting to sell or re-hire the Equipment and/or enforcing its rights under this Agreement; less
 - 5.2.4. the value of any proceeds obtained by Us from the insurance, sale or re-letting of the Equipment, which will be transferred to You on receipt by Us.
- #### 6. GENERAL
- 6.1 Any delay or failure to exercise any right or remedy shall not constitute a waiver.
- 6.2 Our rights are assignable by Us without Your consent. You are not permitted to assign this Agreement or any of its rights hereunder without Our permission.
- 6.3 Any communication between the parties shall be in writing and personally served or sent by prepaid letter to the address in the Schedule; if sent by post it shall be deemed to have been received three (3) days after posting.