

# Terms & Conditions

The Customer's attention is particularly drawn to the provisions of clauses 2, (Basis of Contract), 12 (Limitation of liability) and 13 (Termination).

## 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

## 2. Definitions:

- 1. Account:** the Customer's account for the provision of Services and/or Equipment under the Contract, set up by Zusi which may or may not have a specific account number.
- 2. Administration Fee:** the amount of £50 per Line.
- 3. Application form:** any application form issued by Zusi to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.
- 4. Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 5. Buyout:** has the meaning set out in clause 10.2.
- 6. Cancellation Fees:** the Term Fees, the return of any Buyout paid by Zusi to the Customer, the return of any Deal Incentive and the recommended retail price (as at the Commencement Date) of any Equipment provided by or on behalf of Zusi to the Customer and the Administration Fee.
- 7. Charges:** the charges detailed at clause 8.
- 8. Commencement Date:** means the date upon which the Contract is signed by or on behalf of the Customer (including any electronic signature).
- 9. Conditions:** these terms and conditions as amended from time to time in accordance with clause 19.8.

- 10. Contract:** the contract between Zusi and the Customer that is made up of these Conditions and the Order for the supply of Services and/or Equipment.
- 11. Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
- 12. Customer:** the party Zusi contracts with to provide the Services and/or Equipment.
- 13. Deal Incentive:** a monthly discount offered by Zusi to the Customer for the amount specified in the Order and for the period specified in the Order (where no period is specified in the Order the discount shall be applied for 3 months).
- 14. Delivery Location:** has the meaning given in clause 3.4.
- 15. Equipment:** any equipment provided under the Contract whether from Zusi or a third party.
- 16.**
- 17. Fair Usage Policy:** 1000 minutes or 15GB per month (subject to clause 8.1).

**Fixed Line Telecommunications Services:** has the meaning set out in Ofcom's general conditions (as amended from time to time).

- 18. Force Majeure Event:** has the meaning given to it in clause 17.
- 19. Zusi:** means Zusi Limited, trading as Zusi, of Lymedale Business Centre, Hooters Hall Lane Newcastle Under Lyme ST5 9QF registered in England with company number 09114925.
- 20. Line:** each landline, each PSTN line, each channel of an ISDN line, each VOIP licence, each virtual line, SIP trunk and each broadband or fibre broadband connection to be connected under the Contract.
- 21. Minimum Period:** the minimum period of the Contract of 2 years from the Commencement Date or connection of all the Services (whichever is the latter) or such other longer period as may be specified in the Order (including, but not limited to a period referred to in the Order as contract length, length, term, minimum term, period or contract period).

- 22. Order:** the Customer's order for the supply of Services and/or Equipment, as set out in the Application Form or Purchase Order.
- 23. Out of Contract and Emergency Charges:** the fees and charges payable by a business or entity in the circumstances described in clause 8.11 at the rate of £10 per Line per day plus the out of bundle tariff detailed at Zusi.co.uk.
- 24. Purchase Order:** any purchase order issued by Zusi to the Customer detailing the Services and subsequently signed by or on behalf of the Customer.
- 25. Renewal Period:** has the meaning set out in clause 15.
- 26. Service Provider:** means a third party telecommunications provider including, but not limited to BT, BT Wholesale, Plusnet, Talk Talk, Virgin Media, Daisy or Gamma Telecom.
- 27. Services:** the services supplied by Zusi to the Customer under the Contract including, but not limited to the connection of services with a Service Provider, a part or component of a service and any Equipment supplied to the Customer.
- 28. Small Business Customer:** a Customer with not more than 10 employees
- 29. Term Fees:** the compensatory fees calculated by multiplying the remaining number of months of the Minimum Period or Renewal Period by the monthly charges for the Services (exclusive of any Deal Incentive) or £250 per Line whichever is the higher amount.

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1. Interpretation:

- a. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b. A reference to a party includes its personal representatives, successors and permitted assigns.
- c. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

d. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. Basis of contract: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

1. The Contract starts on and is effective from the Commencement Date, shall renew in accordance with clause 15 and shall continue until terminated by either party in accordance with these Conditions.
2. As part of Zusi's credit management procedures, Zusi may at any time during the Contract require the Customer to pay a deposit or provide a guarantee as security for the payment of future invoices. If the Customer refuses to pay a deposit or provide a guarantee (or fails to do so within 14 days of a request from Zusi), Zusi shall be entitled to terminate the Contract and clause 14 shall apply.
3. Zusi offers no warranty in respect of broadband speeds and relies on the advertised speeds of Service Providers.
4. Notwithstanding clause 13 of these Conditions, Zusi may terminate the Contract, without any liability to the Customer, during the first 30 days from the Commencement Date for any reason whatsoever upon providing 7 days' notice to the Customer.
5. Zusi shall not be liable to pay for any installation costs unless the contrary is specified in the Order. The Customer acknowledges that the installation costs for certain services such as leased lines may be substantial and may require significant construction, digging or roadworks. Where the Order does specify that Zusi shall be liable for installation costs (or any part thereof), Zusi may terminate the Contract, without liability to either party, should Zusi consider that the installation costs are prohibitively expensive or that the costs are such that the Contract is not viable from Zusi's perspective.
6. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or

incorporate, or which are implied by trade, custom, practice or course of dealing.

7. Any quotation given by Zusi shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.
8. All of these Conditions shall apply to the supply of both Services and Equipment except where application to one or the other is specified.
9. The Customer undertakes to Zusi that the Services and/or any Equipment shall not be used for the purposes of a hoax call to the emergency services or for any purposes which are defamatory, offensive, obscene, menacing, fraudulent or in connection with a criminal offence. If the Customer breaches this clause 2.9, Zusi may terminate the Contract with immediate effect and the provisions of clause 14.2 shall apply.
10. The Customer acknowledges that the Contract is a business to business contract and warrants that s/he is acting in the course of his or her business, trade or profession.
11. The Customer further acknowledges that Zusi has no control over the physical infrastructure operated by BT Openreach and that the Services are to be connected on such infrastructure. Subject to any faults with the BT Openreach infrastructure, Zusi are contracting with the Customer to provide Services to the master socket where the telephone line enters the Customer's property. The Customer is responsible for the configuration of any equipment, network or set up from the point of the master socket to the rest of the Customer's property.
12. By signing the Order, whether electronically or otherwise, the Customer confirms their consent to migrate the Services detailed in the Order and for Zusi to begin acquiring the contracted Services.

### **3. Equipment**

1. The Equipment to be provided under the Contract shall be specified in the Order. The customer acknowledges that third party equipment or software may be necessary for the Services to work effectively and that such equipment shall

not be provided by or on behalf of Zusi unless specified in the Order.

2. The provision of Equipment is subject to availability.
3. Subject to clause 3.6 of these Conditions, the Equipment shall be delivered within 3 months of the commencement date.
4. The Equipment shall be delivered to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).
5. Delivery of the Equipment shall be deemed completed on the second business day after posting by Zusi or on the second business day following the Equipment being collected from Zusi by a courier with instructions to deliver to the Delivery Location.
6. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Zusi shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or delays caused by a third party manufacturer (or supplier) or the Customer's failure to provide Zusi with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

#### 4. Quality of Equipment

1. Zusi shall pass on the benefit to the Customer of any warranties it receives from the manufacturer of the Equipment.
2. The Customer acknowledges that any attempt to repair, service or tamper with the Equipment may invalidate the manufacturer's warranty.

#### 5. Title and risk

1. The risk in the Equipment shall pass to the Customer on completion of delivery.
2. Subject to clause 5.3, title to the Equipment shall not pass to the Customer until the Contract is validly terminated in accordance with these Conditions and all sums due under

the Contract, including but not limited to Cancellation Fees, have been paid by the Customer to Zusi.

**3. Until title to the Equipment has passed to the Customer, the Customer shall:**

- a. maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price on Zusi's behalf from the date of delivery;
- b. notify Zusi immediately if the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d); and
- c. give Zusi such information relating to the Equipment as Zusi may require from time to time.

**4. If before title to the Equipment passes to the Customer, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), then, without limiting any other right or remedy Zusi may have:**

- a. Zusi may at any time:
  - i. require the Customer to deliver up all Equipment in its possession and
  - ii. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover each item of Equipment.

**6. Supply of Services**

1. In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in the Contract, Zusi agrees to supply and the Customer agrees to receive the Services and/or the Equipment subject to the provisions of the Contract.

**7. Customer's obligations**

1. The Customer shall:
  - a. ensure that the terms of the Order are complete and accurate;

- b. co-operate with Zusi in all matters relating to the Services;**
- c. provide Zusi with such information and materials as Zusi may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;**
- d. promptly notify Zusi of a change of address, change of registered office or change of trading location(s);**
- e. comply with Zusi's reasonable instructions (or the Manufacturer's literature) in relation to the set up, installation, configuration, use and maintenance of the Equipment or any third party equipment or software that is necessary for the Services to work effectively.**
- f. authorise Zusi or its agents to enter the Customer's premises to install or configure the Equipment or any third party equipment or software that is necessary for the Services to work effectively;**
- g. set up on-line billing and not cancel on-line billing prior to the termination of the Contract;**
- h. return to Zusi a hardcopy of the signed Contract within 14 days of the Commencement Date;**
- i. until the Contract has been terminated, only contract with Zusi in respect of the Services and shall not enter into a contract with a third party for the provision of Services which are provided under the Contract**

**2. The obligations set out at clauses 7.1 (a) to (i) above are conditions of the Contract.**

## **9. Charges and payment**

- 1. In addition to the charges detailed at clause 8.2 of these Conditions, the price for the Services and Equipment shall be the price set out in the Order or, if no price is quoted, the price set out in Zusi's price list as at the Commencement Date. The price payable for additional services and out of bundle charges (unless indicated as inclusive in the Order), including but not limited to, bolt on services, call features,**



calls to international numbers, calls to the Channel Islands, calls to service numbers, calls to premium rate numbers, calls to 09 numbers, calls to 0845 & 0870 numbers, calls to 0500 numbers, calls to mobiles, internet calls, calls to 074 numbers, calls to 070 numbers, calls to a personal numbering service, satellite calls, calls to or involving Lyca Mobile or similar international call providers, calls or data usage above the Fair Usage Policy, information and paging services shall be the price specified in Zusi's price list in force at the time such additional services or out of bundle services are utilised.

2. The Customer shall be liable to pay to Zusi:
  - a. a fee of £250 per Line which is connected or to be connected under the Contract; and
  - b. a consultation fee of £500.
3. Where the Order specifies a free or discounted virtual telephone number or numbers and where a Small Business Customer cancels Fixed Line Telecommunications Services or broadband services under clause 15, the discount shall be removed and the Customer shall remain liable to pay the non-discounted price specified in the Order (if no price is specified in the Order the price detailed in Zusi's price list shall be payable) for the virtual number or numbers if such number or numbers are connected prior to Zusi receiving the Customer's cancellation request.
4. Zusi reserves the right to:
  - a. increase the Charges from time to time and shall provide the Customer with at least 7 days' notice prior to such increase taking effect. For the avoidance of doubt, the Customer shall not be entitled to terminate the Contract upon any increase in Charges; and
  - b. increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Zusi.
5. Zusi may invoice the Customer for Charges under the Contract. The Customer shall pay each invoice submitted by Zusi:

- a. within 14 days of the date of the invoice; and
- b. in full and in cleared funds to a bank account nominated in writing by Zusi by way of direct debit, failing which a payment processing fee of £6 per invoice shall be payable by the Customer, and

time for payment shall be of the essence of the Contract. Where the Customer cancels a direct debit mandate to Zusi a cancellation fee of £15 shall be payable in respect of each instance of cancellation.

Invoices will be provided to the customer in braille or audio formats upon request subject to the Customer paying a fee of £15 per invoice.

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6. The Customer shall be liable to pay the Charges whether the Services are being utilised by the Customer or a third party. This includes all Charges arising from unauthorised or fraudulent use.
7. Invoices shall be deemed to be undisputed and the Customer acknowledges that it shall not be entitled to dispute an invoice unless the Customer notifies Zusi in writing of any dispute (clearly identifying the reasons for the dispute) within 30 days of the date of the invoice.
8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Zusi to the Customer, the Customer shall, on receipt of a valid VAT invoice from Zusi, pay to Zusi such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.
9. If the Customer fails to make a payment due to Zusi under the Contract by the due date, then, without limiting Zusi's remedies under clause 13 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the TSB Bank's base rate compounding quarterly.
10. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or

withholding (other than any deduction or withholding of tax as required by law). Zusi may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Zusi to the Customer.

11. Where a business or entity utilises services in place of the Customer such as when taking over the Customer's premises the services shall be in accordance with Out of Contract and Emergency Charges and all usage including calls and data shall be classed as out of bundle usage payable at the rates specified in the "Landline Tariff Chart" at Zusi.co.uk.

## 2. Deal Incentives

6. Where a Deal Incentive is specified in the Order, such Deal Incentive shall be cancelled and the Customer liable to pay full rates (without discount) if the Customer breaches the Contract in any way during the Minimum Period. The value of any Deal Incentive specified in the Order shall be inclusive of VAT.
7. Where the Order specifies a price promise, price match or price match guarantee (or words to similar effect) such "Price Match" can be utilised by the Customer only during the month of the Minimum Period specified in the Order. The Customer shall provide a written quote for like for like services under the Contract from a third party provider licensed by Ofcom ("Quote"). The Quote must be for a minimum term contract with at least the same number of months remaining under the Contract. If Zusi can match the Quote, the Contract shall continue at the same Price as detailed in the Quote. If Zusi are unwilling to match the Quote, the Customer shall be at liberty to transfer the Services and terminate the Contract without liability for the charges detailed at clause 14.2.

## 3. Buyout

6. The Customer acknowledges that by entering in to the Contract, the Customer may have to pay termination or other charges to a third party or parties for cancelling or terminating a pre-existing contract with that third party or parties.

- 7. The Order may specify a sum that Zusi is prepared to reimburse the Customer to cover some or all of the termination charges referred to in clause 10.1 (Buyout). Subject to clause 10.3, Zusi shall reimburse the Customer with the Buyout specified in the Order upon receipt of VAT invoices from the Customer to Zusi and from the Customer's old supplier for the amount of the Buyout. Such invoice must be zero rated for VAT purposes as termination charges do not attract VAT.**
- 8. Notwithstanding this clause 10, it shall remain the Customer's liability to pay any termination or similar charges referred to in clause 10.1. Providing the Customer has not committed a breach of the Contract and upon receipt of the VAT invoices in accordance with clause 10.2, Zusi shall reimburse the Customer for the amount of the Buyout. The reimbursement under this clause 10 shall be paid monthly by way of credit against Zusi's invoices. By way of example, if the agreed Buyout is £500 and the Customer's monthly Charges are £50 the credit will be applied over 10 months.**
- 9. Where Zusi, despite not being contractually obliged to do so, pays the Buyout sum, whether in a lump sum or instalments, to the Customer up front as opposed to by way of reimbursement, such Buyout sum paid by Zusi to the Customer shall be paid over to the third party in respect of the pre-existing contract without delay.**

#### **4. Confidentiality**

- 6. Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information including, but not limited to, the business, affairs or charges of the other party, except as permitted by clause 12.2.**
- 7. Each party may disclose the other party's confidential information:**
  - a. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers,**

representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 8. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**5. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 6. Nothing in these Conditions shall limit or exclude Zusi's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation; and
- c. any other matter in respect of which liability cannot lawfully be limited or excluded;

- 7. Subject to clause 13.1, Zusi shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of use or corruption of software, data or information;
- f. loss of or damage to goodwill; or
- g. any indirect or consequential loss.

- 8. Subject to clause 13.1, Zusi's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the amount paid by the Customer to Zusi for Charges paid under the Contract.**
  - 9. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.**
  - 10. This clause 12 shall survive termination of the Contract.**
  - 11. Subject to clause 12.1, Zusi and the Customer agree that the Contract shall not be rescindable on grounds of misrepresentation.**
- 6. Termination and Suspension: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 6. Subject to clause 14.2 the Customer may terminate the Contract at any time by giving Zusi 3 months' written notice.**
  - 7. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:**
    - a. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;**
    - b. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;**
    - c. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or**

- d. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8. Without affecting any other right or remedy available to it, Zusi may terminate the Contract with immediate effect by giving written notice to the Customer if:
  - a. the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - b. there is a change of control of the Customer.
- 9. Without affecting any other right or remedy available to it, Zusi may suspend the supply of Services, disconnect the services or suspend all further deliveries of Equipment under the Contract or any other contract between the Customer and Zusi if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or Zusi reasonably believes that the Customer is about to become subject to any of them.
- 10. Without affecting any other right or remedy available to it, Zusi may suspend the supply of Services, disconnect the Services or suspend all further deliveries of Equipment under the Contract or any other contract between the Customer and Zusi if the customer fails to pay a deposit or provide a guarantee contrary to clause 2.2.
- 11. Where the Services are suspended or disconnected under clauses 13.4 or 13.5, the Customer shall be liable to pay to Zusi a disconnection fee of £29 for each instance of disconnection.

## **7. Consequences of termination**

- 6. On termination of the Contract the Customer shall immediately pay to Zusi all Charges together with all of Zusi's outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied or Charges for which no invoice has been submitted, Zusi shall submit an

invoice, which shall be payable by the Customer immediately on receipt.

7. Cancellation Fees will be payable by the Customer to Zusi if the Contract is terminated prior to the expiry of the Minimum Period or, once the Contract has renewed under clause 15, prior to the expiry of any Renewal Period.
8. The Cancellation Fees payable in accordance with clause 14.2 shall be invoiced by Zusi to the Customer and shall be payable immediately upon receipt.
9. The Customer acknowledges that the Cancellation Fees represent a genuine pre-estimate of the loss suffered by Zusi due to early termination, having regard to the overall commercial deal between the parties and that the Cancellation Fees do not represent a penalty.
10. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
11. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **8. Small Business Customers and Renewal**

**15.1 Unless the Customer has provided 30 days' written notice to terminate the Contract prior to the expiry of the Minimum Period, the Contract shall automatically renew for a further period of 12 months (Renewal Period) and the Contract shall continue to renew for successive Renewal Periods until the Customer provides 30 days' written notice to terminate to expire at the end of any Renewal Period. Clause 14.2 shall apply if the Contract is terminated prior to the expiry of any 12 month Renewal Period.**

**15.2 Clause 15.1 shall not apply to a Small Business Customer.**

**15.3 Notwithstanding clauses 13 and 14, a Small Business Customer may terminate the Contract within the Transfer Period (as defined in Ofcom's general conditions) so far as it relates to Fixed Line Telecommunications Services & broadband services only and clause**



14.2 shall not apply. Where multiple Services are provided under the Contract the provision of any virtual numbers shall be under a distinct and separate Contract notwithstanding the bundle discount that may be applied across the Contracts. Once any virtual number or numbers are connected, the provisions of clauses 13 and 14 shall apply to such number(s) should the Customer cancel any Services.

## 17. Dispute Resolution

16.1 The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with the Contract (Dispute). If either party wishes to raise a Dispute, it shall notify the other party in writing (in accordance with clause 18.2) clearly identifying the reasons for the Dispute and providing copies of any supporting documentation that is relied on.

16.2 A Small Business Customer may be able to take a Dispute to adjudication under the Ombudsman Services dispute resolution scheme. A copy of Zusi's complaints code is at [Zusi.co.uk](http://Zusi.co.uk).

16.3 Nothing in this Contract prevents Zusi from seeking a legal remedy through the courts at any time. The time costs of Zusi's In House Solicitor dealing with a Dispute (including but not limited to the recovery of Charges and/or Cancellation Fees) both before and during any court claim shall be payable by the Customer to Zusi on an indemnity basis at the guideline rate for a band A fee earner specified at [www.gov.uk/guidance/solicitors-guideline-hourly-rates](http://www.gov.uk/guidance/solicitors-guideline-hourly-rates) and at the grade for where the Customer's principal place of business is situated (Legal Costs). The Customer acknowledges that such Legal Costs are reasonable and payable notwithstanding rule 27.14 of the Civil Procedure Rules or any successor provision dealing with the recoverability of costs on the small claims track.

16.4 Any overdue invoice issued by Zusi to the Customer may be referred to a third party debt agency and the Customer shall be liable to pay such third party's fees in addition to Zusi's Legal Costs.

## 18. Force majeure

Zusi shall not be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 19. General

## **1. Assignment and other dealings**

- a. Zusi may at any time novate the Contract or assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.**
- b. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.**

## **2. Notices.**

- a. Any notice or other communication given by the Customer to Zusi under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid recorded delivery post or next working day delivery service at Zusi's registered office or such other address where Zusi asks the Customer to send notices to.**
- b. Any notice or other communication given by Zusi to the Customer under or in connection with the Contract shall be sent to the Customer's contact email address specified in the Order (or such other primary email address of the Customer as Zusi may elect), or by post to the Customer's registered office (if a company) or the address specified in the Order or any other address where the Customer requests Zusi to send notices to.**
- c. Any notice or other communication shall be deemed to have been received: if delivered by hand or recorded deliver post or by a next working day delivery service, on signature of a delivery receipt; if sent by first or second class post (non recorded) at 9am on the second business day after posting; or if sent by email at the time of transmission.**
- d. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.**

- 3. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 4. Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 5. No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 6. Entire agreement.**

  - a.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  - b.** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.
- 7. Third parties rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 8. Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (in the case of Zusi to be signed by a director). Zusi may change these Conditions from time to time and the varied or updated Conditions shall be available to view at [Zusi.co.uk](https://Zusi.co.uk). Minor changes will take effect immediately upon the varied Conditions being posted at [Zusi.co.uk](https://Zusi.co.uk) and material changes shall take effect 30 days after the varied Conditions have been posted at [Zusi.co.uk](https://Zusi.co.uk).
- 9. Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.