



# Business Standard Terms



## About these terms

- 1.1 **These Terms.** We're Zen Internet Limited and these Business Standard Terms ("**Terms**") set out the terms on which we will provide you with the services ("**Services**") and/or equipment ("**Equipment**") as set out in our Order Form. Zen may be referred to as "**Zen**" "**us**" or "**we**" or "**our**" and you may be referred to as "**the Customer**" or "**your**".
- 1.2 **Our Agreement.** Throughout these Terms, we refer to the "**Agreement**" which is made up of the following:
- the relevant Order Form (and any Special Terms included),
  - the Product Terms (for whichever Service you choose including, where relevant, any Service Level Agreements ("**SLAs**"), and
  - these Terms.
- 1.3 **Priority.** If there is any inconsistency between the terms above, they will take priority in the order shown above.
- 1.4 **Definitions.** The following definitions apply to this Agreement:

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| <b>Additional Professional Services Costs</b> | materials, third party costs, hotel costs, subsistence, travelling, reasonable expenses and any other ancillary expenses, which will be charged to you at cost (plus VAT).  |
| <b>Content</b>                                | software (including machine images), data, text, audio, video images or other content.  |
| <b>Customer Content</b>                       | Content (as defined above) that you or any End User uploads onto, runs on, or otherwise transfers, processes, uses, or stores in connection with the Services and/or Equipment.   |
| <b>End User</b>                               | any individual or entity that directly, or indirectly through another user: (a) accesses or uses Customer Content or: (b) otherwise accesses or uses the Services under your account.                                       |
| <b>EULA</b>                                   | end user license agreement  |
| <b>Intellectual Property or IP</b>            | all copyright and related rights, rights in computer software, design rights, trademarks, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights. |
| <b>Product Terms</b>                          | The terms and conditions that apply to the Services and Equipment provided under this Agreement   |
| <b>Professional Services</b>                  | the provision of professional services, as may be set out in a Statement of Works or Project Plan or as otherwise agreed between us.  |
| <b>Retained Professional Services</b>         | the Professional Services provided by Zen for an agreed number of Working Days that can be used by you per month over a fixed period.   |
| <b>Statement of Works or Project Plan</b>     | means the documentation produced by us detailing the Services and schedule of work to be undertaken for Professional Services, which  |

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|                    | may also include project milestones and a payment schedule to correspond with each milestone. |
| <b>Working Day</b> | Monday to Friday excluding public and bank holidays in England and Wales.                     |



## Orders

- 2.1 **Ordering Services.** You can order Services and Equipment from us by submitting an Order Form.
- 2.2 **Acceptance.** The Order Form will take effect if we accept your order by:
- signing the Order Form,
  - approving the Order Form by email, or
  - providing the Services.
- 2.3 **No obligation to accept Orders.** We're not obliged to accept any orders and we do not have to provide any services until the Order Form is accepted by us.



## Term

- 3.1 **Minimum Service Period.** The Agreement will begin on the Start Date and continue for the minimum service period for each of the Service(s) and/or Equipment ("**Minimum Service Period**"), as set out in the Order Form. However, if we provide or you start using the Services/Equipment before the Start Date, then the Agreement will begin on that earlier date instead.
- 3.2 **After the Minimum Service Period.** After the Minimum Service Period ends and depending on the Services or Equipment, the Services (unless stated otherwise in the Product Terms), will continue on a 90-day rolling contract for the relevant Service, or for a fixed period as set out in the Product Terms, until it is terminated in line with these Terms.



## Surveys, Information and Checks

- 4.1 **What we need from you.** We'll only provide you with the Services/Equipment if you:
- pass our credit checks,
  - allow us to undertake any surveys or other investigations that are required to provide the Services / Equipment,
  - provide us with any information that we reasonably need to carry out our obligations under the Agreement,
  - enter into any EULA, if required by our third party suppliers, and
  - provide us (and our third party subcontractors or suppliers) access to your premises that we reasonably require to provide the Services/Equipment in line with this Agreement.
- 4.2 **Consequences.** If you don't provide us with the information or access set out above, we may cancel your order on written notice or charge you an additional amount to cover any extra work needed (this will always be a reasonable sum).
- 4.3 **Credit checks.** We may carry out credit checks on you at any time during the Agreement. However, we're not liable for the accuracy of the information provided by credit reference agencies.
- 4.4 **What happens if you don't pass our credit checks.** If you don't pass our credit checks, we may:
- ask for regular payments in advance on account of future charges;
  - impose credit limits;

- (c) suspend the Services when those limits are reached and your Charges are overdue, until you have paid the Charges for any outstanding payments in full.



### Installation and Activation

- 5.1 **Activation dates.** We'll use reasonable endeavours to activate the Services by the date that we estimated upon accepting the Order Form. However, all dates are estimates only and we can't guarantee being able to meet them.
- 5.2 **Additional equipment and permissions.** You will be responsible for:
  - (a) providing all additional equipment and services that may be needed to connect to or access the Services, and
  - (b) obtaining any necessary permissions, permits or licences (e.g., landlord's consent where relevant) and providing us with a safe working environment.
- 5.3 **If extra work is needed.** If a survey indicates that extra work is needed for installation, we'll provide a revised quote for you to decide whether to proceed.



### Access to Premises

- 6.1 **Access.** If we (or our third party subcontractors or suppliers) need access to your premises to carry out a survey, install the Services/Equipment or carry out repairs, maintenance or upgrades:
  - (a) we'll notify you as soon as reasonably practical,
  - (b) you will ensure that we have full access (including parking permits if needed) to the premises at an agreed time, and
  - (c) you will ensure that someone is present who is authorised to sign off on the installation.
- 6.2 **If you don't grant access.** If you do not provide us access during that appointment, you may be required to pay us an additional charge to cover any charges that we receive from our affected suppliers.

 **Your Obligations**
7.1 **Obligations.** You agree:

| Category                   | Obligation   |
|----------------------------|--|
| <b>Use of the Services</b> | <p>(a) to use the Services in line with our written instructions, any applicable EULA, our Acceptable Use Policy at <a href="#">Services Acceptable Usage Policy   Zen</a> , and all applicable laws,</p> <p>(b) not to use (and ensure that nobody else uses) the Services:</p> <ul style="list-style-type: none"> <li>(i) in breach of this Agreement or any applicable laws,</li> <li>(ii) in connection with any offensive materials,</li> <li>(iii) to cause any distress or inconvenience (e.g., sending spam or unsolicited promotional materials),</li> <li>(iv) to violate anyone's rights (including copyright or privacy), or</li> <li>(v) in any way which might negatively impact our customers or business, ("<b>Use Restrictions</b>").</li> </ul> <p>(c) that when using the Services, you are responsible for Customer Content and will take reasonable steps to mitigate risks inherent in the provision of the Services, including the loss of personal data.</p> |
| <b>Security</b>            | <p>(a) to ensure that your usernames and passwords are secure and inform us of any unauthorised disclosure,</p> <p>(b) not to change your username at any time,</p> <p>(c) that we may suspend or change your username or password (on reasonable notice where possible),</p> <p>(d) not to try to circumvent any security measures inherent in the Services.</p>  |
| <b>Your systems</b>        | <p>(a) to be responsible for any automated dialling system that you may set up (including the system's reliability and any call costs),</p> <p>(b) to be responsible for the configuration of your internal network, and that any interruption to the Services resulting from that configuration will not be considered an interruption/suspension in our provision of the Services,</p> <p>(c) to be responsible for any equipment that you connect to the Services and ensure it is properly maintained and managed so it does not cause any harm to our network and/or our equipment.</p>   |
| <b>Our equipment</b>       | <p>(a) to be responsible for our equipment provided to you as part of your Services and to put adequate insurance in place for it,</p> <p>(b) to follow our instructions for our equipment and not to interfere/reconfigure it,</p> <p>(c) that we will retain full ownership of our equipment, and</p> <p>(d) to keep our equipment safe and secure and in accordance with any instructions that we give you.</p>   |
| <b>Your Equipment</b>      | <p>(a) that until you have paid in full for any Equipment, you:</p> <ul style="list-style-type: none"> <li>(i) do not own it and will not modify or reconfigure it, and</li> <li>(ii) will keep it safe and secure and put adequate insurance in place for it.</li> </ul>  |

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| <b>Your data</b> | <p>(a) your data belongs to you and that you will be responsible for your data (including personal data and Customer Content),</p> <p>(b) to perform regular back-ups of your data that you provide to us and use with the Services.</p> |
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## Charges

- 8.1 **Payment terms.** You will pay the Charges set out on the Order Form or as otherwise notified and agreed (“Charges”) within 30 days of a valid invoice, without set off or deduction. Charges are exclusive of VAT and all other applicable taxes, which you will be responsible for
- 8.2 **When Charges become chargeable.** The Charges will be charged when we install or activate that Service/Equipment.
- 8.3 **Late payments.** If you’re late in paying us, we can charge a daily interest rate of 4% above the current Bank of England base rate on any undisputed overdue amount.
- 8.4 **Disputed Charges.** If you believe that any of the Charges are incorrect, you should tell us within 7 days of receiving the invoice and pay any undisputed Charges in the meantime.
- 8.5 **Resolving an invoice dispute.** We’ll aim to resolve any invoice dispute amicably with you. Once the dispute is resolved, you will pay the agreed amount within 7 days.

## Maintenance and Faults

- 9.1 **Maintenance responsibilities.** We will be responsible for maintaining our equipment and Services.
- 9.2 **Configuration.** We will test and configure any managed hardware or routers that we provide as part of the Service or that you purchase from us, to meet the agreed specification. We may only alter the configuration of that equipment with your prior approval. However, if you alter the configuration, that will invalidate our support obligation in relation to the affected equipment.
- 9.3 **Suspension for repair/maintenance.** To maintain the quality and safety of our services, sometimes we may need to suspend or restrict your usage to carry out repairs and maintenance. If we need to do that, we will give you as much advance notice as reasonably practical.
- 9.4 **Reporting a fault.** If you encounter a fault with the Services:
- (a) you should report it to us as soon as possible by phone or email (details will be provided separately),
  - (b) you should give us all information and data reasonably necessary for us to identify the fault and provide our technicians with reasonable assistance to find the cause, and
  - (c) once reported, we will use reasonable endeavours to restore normal operation of the Services.
- 9.5 **Service charges.** We may charge a reasonable service charge if we have to carry out work resulting from:
- (a) your misuse, neglect or accidental/deliberate damage to or disconnection of: (i) the Services; and/or (ii) the Equipment or (iii) our equipment that we provide to you as part of the Services,
  - (b) power failure,
  - (c) your breach of this Agreement, or
  - (d) a fault or problem associated with a network/equipment that we do not own or manage.
- 9.6 **Call-out charges.** We may also charge a reasonable call-out charge if you report a fault which our engineer discovers is not due to: (i) a failure or defect in the Services; and/or; (ii) the Equipment and/ or (iii) our equipment that we provide to you as part of the Services.

 **Professional Services**

- 10.1 Where you are provided with Professional Services on a time and materials basis, clause 10.2 shall apply. Clauses 10.3 to 10.4 shall apply if the terms are provided on a fixed day-rate price and 10.5 applies where you purchase Retained Professional Services. The rest of this clause applies for all Professional Services.
- 10.2 **Time and Materials Basis.**
- (a) Charges are calculated using our standard daily rate fees for a Working Day;
  - (b) We may charge on overtime fee based on the full day rate for time worked outside of a Working Day, on a pro-rata basis;
  - (c) We will complete time sheet recording and use it to calculate your Charges; and
  - (d) Professional Services shall be invoiced monthly for time, expenses and materials. We will also invoice you any Additional Professional Services Costs.
- 10.3 **Fixed Price Basis.** Charges (including details on whether the Charges will be payable either in advance or in instalments) shall be set out in the Statement of Works (which will exclude Additional Professional Services Costs for which you will be invoiced).
- 10.4 Where you have additional obligations included in the Statement of Works, you must comply with them to enable us to deliver the Professional Services to you.
- 10.5 **Retained Professional Services.**
- (a) Retained Professional Services shall be provided for a Minimum Service Period, as outlined in the Order Form, or as otherwise agreed between the parties.
  - (b) At the end of the Minimum Service Period, or when you cancel your Retained Professional Services, any unused Retained Professional Service days will expire and cannot be carried over to a new Service and/or Agreement.
- 10.6 You will keep all materials, and other property of ours held at your in safe custody, at your own risk and in good condition until returned to us.
- 10.7 If we are delayed or prevented from performing any of the Professional Services by any action or omission of yours, we may suspend the Services and you shall be responsible for any Additional Professional Services Costs that we incur.
- 10.8 You may cancel/reschedule any work scheduled by giving us at least two (2) full Working Days' notice (48 hours). Cancellations may be subject to a cancellation fee.

 **Purchased Equipment**

- 11.1 Equipment you purchase from us shall be:
- (a) free from material defects in design for 12 months from delivery;
  - (b) of satisfactory quality (as defined in the Sale of Goods Act 1979 (as amended)); and
  - (c) in all material respects, comply with the manufacturer's specification.
- 11.2 You may either reject or ask for a replacement if the Equipment doesn't comply with 11.1, but only where clauses 11.3 and 11.4 do not apply. To reject the Equipment for defects that are apparent on a visual inspection, you must notify us in writing within 7 days of delivery to you, if not obvious on a visual inspection you must notify us within a reasonable time of the defect becoming apparent. You can request that we repair or replace the rejected Equipment, or that we repay the price of the rejected Equipment, but we will be entitled either repair or replace the Equipment at our sole discretion.



- 11.3 If we don't receive a notice of rejection, you will be deemed to have accepted the Equipment. We will not be liable for an Equipment's failure to comply with clause 11.1 if:
- (a) you still use the Equipment after giving notice under 11.2;
  - (b) the defect arises because you haven't followed our/the manufacturer's instructions for the Equipment;
  - (c) the defect arises as a result of us following your instructions;
  - (d) you or a third party alters or repairs the Equipment without the written consent of us;
  - (e) the defect arises due to fair wear and tear, wilful damage, or abnormal storage or working conditions; or
  - (f) the Equipment differs from the specification due to changes made to comply with law or regulation.
- 11.4 Risk in the Equipment shall pass to you on delivery. Title in the Equipment shall not pass to you until we have received full payment.
- 11.5 Unless otherwise agreed, where we supply hardware with a manufacturer warranty, the use of that warranty cover is direct between you and the manufacturer.

### Service Levels

- 13.1 **Reasonable skill and care.** We will use reasonable skill and care in providing the Services. However, we cannot promise that they will be entirely free of faults, uninterrupted, or completely secure. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 13.2 **Service Credits.** We will comply with our obligations in the relevant SLA as set out in the Product Terms. If we do not meet the SLA, you may be able to claim a reduction in Charges in the form of service credits ("**Service Credits**"). This will be your sole and exclusive remedy relating to service levels.
- 13.3 **Claiming Service Credits.** You must claim any Service Credits within 30 days of the end of the month during which the fault was resolved and logged with our service manager.
- 13.4 **Service Credit restrictions.** You cannot claim Service Credits or any other compensation for:
- (a) faults resulting from misuse, interference or a deliberate act by you or a third party outside our control,
  - (b) faults resulting from data transmission from equipment that you own/manage,
  - (c) outages or failures of service resulting from:
    - (i) scheduled maintenance of the Services,
    - (ii) your own software,
    - (iii) any changes you made to the Services without our approval,
    - (iv) your breach of this Agreement,
    - (v) a break in a third party's services/equipment outside our control,
    - (vi) a denial-of-service attack, hacking attempt or Force Majeure Event.

### Suspension

- 14.1 **Suspension.** We may suspend the Services immediately:
- (a) in an emergency or to provide/safeguard services to an essential services organisation (e.g., hospital),
  - (b) to protect people's lives, welfare or property,



- (c) temporarily to vary the technical specification of the Service or for repair, maintenance or improvement,
  - (d) to take any other action that we reasonably consider necessary to follow instructions from government, regulatory authorities, emergency services or other authorities,
  - (e) if you miss any payments,
  - (f) if we reasonably suspect that you may have committed fraud against us,
  - (g) if we reasonably suspect that you are in breach of the Use Restrictions (clause 7.1) of this Agreement, and
  - (h) in any circumstances where we may terminate the Agreement.
- 14.2 **Notice of suspension.** We will give you as much notice as reasonably practical of any suspension except in an emergency or under clauses 14.1(d), (f) or (g) above. However, you will not have any claim against us for suspending the Services.

## Termination

- 15.1 **When we can both terminate.** Either party may terminate this Agreement:
- (a) **For convenience.** By giving at least 90 days' written notice to the other party expiring on or after the end of the Minimum Service Period.
  - (b) **For cause.** Immediately by giving written notice to the other party if the other party:
    - (i) commits a material breach of this Agreement which cannot be resolved or, if it is resolvable, has not been set right within 30 days of being notified,
    - (ii) becomes unable to pay its debts as they fall due or takes any steps in any insolvency process,
    - (iii) suspends or ceases to do business or is struck off the company register.
- 15.2 **When we can terminate.** We may terminate this Agreement immediately on written notice if we have asked you to pay any overdue sums under this Agreement and you still have not paid after 30 days.
- 15.3 **Charges payable upon termination during Minimum Service Period.** If you choose to terminate a Service before the end of the Minimum Service Period, you will still have to pay the Charges for the full Minimum Service Period for that Service. This won't apply where you terminate for our material breach.
- 15.4 **Our information after termination.** On termination, you will stop using our Intellectual Property ("IP") and Confidential Information and return or securely destroy any copies at our request.
- 15.5 **Our equipment after termination.** On termination of this Agreement, we may either:
- (a) transfer title in our equipment to you,
  - (b) ask you to return our equipment to us at our cost, or
  - (c) collect our equipment, in which case you will allow us reasonable access to your premises to remove it. We will give you at least 7 days' notice of our intention to collect our equipment.

## Confidentiality

- 16.1 **"Confidential Information"** means information that is disclosed:
- (a) by a party to this Agreement or on its behalf by its authorised representatives or its affiliates,
  - (b) to the other party to this Agreement, and
  - (c) in connection with this Agreement.
- 16.2 **Confidentiality obligation.** Each party agrees that it will not disclose Confidential Information except as allowed in this Agreement and implement reasonably necessary measures to protect the Confidential Information from unauthorised disclosure to a third party.

- 16.3 **Permitted disclosures.** Each party can disclose Confidential Information:
- (a) to its employees, advisors or contractors (“**Representatives**”) who need to know it for the purposes of this Agreement. The disclosing party is responsible for ensuring their Representatives comply with the confidentiality obligations of this clause as if they are party to it, and
  - (b) as required by law or a regulatory authority.
- 16.4 **Exclusions.** Confidential Information does not include information that is:
- (a) in the public domain not by breach of this Agreement,
  - (b) known by the receiving party at the time of disclosure,
  - (c) lawfully obtained by the receiving party from a third party other than through a breach of confidence, or
  - (d) independently developed by the receiving party.
- 16.5 **Publicity.** Each party agrees not to, without the other party's prior written consent:
- (a) make or allow anyone else to make any public announcement about this Agreement,
  - (b) otherwise disclose any information relating to this Agreement or the parties' relationship, or
  - (c) use the other party's name, IP, logo or other trade marks  
in any advertising, publicity, promotional marketing or other similar activities.



## Data Protection

- 17.1 **Personal data processing.** Where we process your personal data, we will do this in accordance with our data processing agreement (“**DPA**”) which can be located on our website at <https://www.zen.co.uk/legal-hub>, which governs the data processing rights and obligations under this Agreement. The parties will each comply with their respective obligations set out in the DPA.



## Intellectual Property

- 18.1 **No IP transfer.** Unless this Agreement says otherwise, nothing in this Agreement will transfer any party's IP to the other.
- 18.2 **Software, documents and manuals.** We may provide you with software, documents or manuals about the Services or Equipment. In those cases:
- (a) we grant you a revocable, non-transferable, non-assignable, non-exclusive licence to use those materials during the term of the Agreement (or as long as our licence of third party software/materials lasts),
  - (b) you agree to enter into a separate licence with the third party licensor if needed to use the software, and
  - (c) you are not allowed (and cannot allow anyone else) to copy, de-compile or change any of those materials. However, you may make copies of the software, but only where reasonably necessary for back-up or disaster recovery purposes, subject to the terms of any applicable third party licence agreement.
- 18.3 **Third party software.** We will not be liable for any third party services/software (including any open source software) that we make available to you as part of our Services / Equipment. You will have to comply with that third party's terms when using those services/software.
- 18.4 **Rights to licences and IP.** During the Term, we will ensure that we have the necessary licences and IP to allow you to use any software supplied as part of your Service, except where you are required to enter into a EULA.
- 18.5 **No breach of licence.** You agree not to breach any licence that we grant to you.

- 18.6 **Deliverables.** If we develop documents or other tangible work products specifically for you and based solely on Your Content as part of our Services (“**Deliverables**”), you will own the IP in those Deliverables. You grant us an irrevocable, royalty-free, non-exclusive licence during the Term to use those Deliverables so that we can provide you with the Services. However, we will own all of our IP:
- (a) Whether that IP existed before, during or after the Deliverables were created,
  - (b) as it relates to services that we provide to other customers,
  - (c) That is unrelated to Deliverables for you.
- 18.7 **IP claims. IP claims.** You will indemnify us and not hold us at fault, against any liabilities, costs, losses and expenses for any third party claims that arise from your use of the Services/Equipment, not in accordance with this Agreement.
- 18.8 **Notification of claims.** You will notify us if you become aware of:
- (a) any actual or suspected infringement of IP rights, or
  - (b) any third party claim that the Services, the Equipment or our equipment that we give you to provide the Services infringes another person's rights
- 18.9 **Assistance with IP claims.** You will take all steps that we reasonably require (at our request and expense) to ensure that our IP rights remain valid and effective, or to take part in any IP-related proceedings.



## Liability

- 19.1 **No unlawful exclusions.** Nothing in this Agreement will limit either party’s liability for:
- (a) death or personal injury caused by negligence,
  - (b) fraud or fraudulent misrepresentation, or
  - (c) anything else which cannot be lawfully limited or excluded.
- 19.2 **Losses.** Neither party will be liable to the other (whether in contract, tort (including negligence or breach of statutory duty) misrepresentation (whether innocent or negligent) for any direct or indirect:
- (a) loss or interruption of business, or savings (including any anticipated savings),
  - (b) loss of opportunity, revenue, profit, goodwill or reputation,
  - (c) loss or corruption of data,
  - (d) loss arising from the transmission of viruses, or
  - (e) any special or indirect or consequential losses.
- 19.3 **Refund limit.** Except where prohibited by law, in no event shall Zen Internet be liable for any refunds beyond a period of twelve (12) months from the date of the original billing (“Refund Limitation Period”).
- 19.4 **Billing Accuracy & Waiver of Claim.** You acknowledge and agree that, upon the expiration of the Refund Limitation Period, any billing and transactions recorded and provided by us during that period are accurate and final. Therefore, no refund requests, disputes or challenges against these transactions will be accepted or actionable after the expiry of the Refund Limitation Period. By accepting this Agreement, you waive your right to assert any claim relating to refunds, billing inaccuracies or any other monetary disputes beyond the Refund Limitation Period. You accept this limitation of liability to the fullest extent permitted by applicable law.
- 19.5 **Liability cap.** Each party's maximum aggregate liability in connection with this Agreement will be limited to the lesser of the Charges you pay to us or £50,000 in aggregate, in each year of the Agreement.

19.6 **Disclaimer of warranties.** Unless this Agreement says otherwise, all warranties, conditions, representations and other terms (express or implied, statutory or otherwise) are excluded as far as legally possible for the Services and/or your Equipment (including any embedded software).

### Force Majeure

20.1 **Force majeure events.** Neither party will be liable for any failure to perform its obligations (except for payment obligations) resulting from any event beyond its reasonable control (a “**Force Majeure Event**”).

20.2 **Obligations.** The affected party will:

- (a) notify the other party in writing of the Force Majeure Event and how long it is likely to last, and
- (b) use reasonable endeavours to limit the effect of the Force Majeure Event.

20.3 **Termination for force majeure.** If the Force Majeure Event continues for a period of more than 60 days, the affected party may immediately terminate this Agreement on written notice to the other party.

### Changes to the Contract

21.1 **Annual Charges review.** We may change our Charges as provided below:

- (a) **CPI.** After the Minimum Service Period, we’ll adjust Charges each calendar year by a maximum of the Consumer Prices Index (CPI) rate of inflation plus 3.9%. We will tell you when the increase applies for your Services (e.g. the CPI rate announced in January 2022 was 4.9%, so Charges from April 2022 would have increased by 8.8%. So, if you normally pay £25 for a Service, your new monthly Charge would be £27.20. If the CPI figure is negative in the relevant year, we will only increase the Charges by a maximum of 3.9%.)
- (b) **Other changes in our Charges.** We may also change our Charges by giving you at least 30 days’ advance notice (or as much notice as reasonably practical if we have to make the change due to a third party supplier’s change or a legal/regulatory requirement), if:
  - (i) a service, service features or equipment are changed to improve the services for the benefit of our customers,
  - (ii) the cost of providing the service or service features increases (e.g. the business we buy from increases their costs),
  - (iii) the cost of running our business increases,
  - (iv) we reorganise the way we run our business, or
  - (v) there is a change in the law, code of practice, regulation or responsibility that applies to us (e.g. an increase in VAT).

21.2 **Changes required by law or similar.** We may have to modify, suspend, change or discontinue any part of the Services (including codes, access details, technical specifications, or changes to maintain the integrity or security of the Services) to comply with laws, regulations or instructions from government, regulatory authorities, emergency services or other authorities, or as a result in changes imposed by our suppliers. We will try to give you as much notice as reasonably possible in those cases.

21.3 **Other changes.** Any amendments to this Agreement other than as set out above must be in writing and signed by both parties.

21.4 **If you request changes to Services.** If you ask for a change in the Services (including adding, deleting or exchanging a Service) or a change to where your Services/Equipment are delivered), you must follow our procedures and instructions and pay any applicable Charges for that change.



## General

- 22.1 **Applicable laws.** Both parties will comply with all applicable laws, and all regulations and codes relating to anti-bribery and corruption, including the Bribery Act 2010.
- 22.2 **Assignment.** Neither party may assign or transfer rights and obligations under this Agreement without the other party's prior written consent. However, we may sub-contract our obligations, provided that we are not released from liability for our obligations under this Agreement.
- 22.3 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements relating to the subject matter.  
Both parties acknowledge that they have not relied on any statement or representation made before entering into this Agreement.
- 22.4 **Notices.** Notices must be in writing and delivered by email to the relevant party's email address set out in the Order Form. A copy of any e-mail notices for us must also be sent to [legal@zeninternet.co.uk](mailto:legal@zeninternet.co.uk). Notices will be deemed to have been delivered at the time of transmission.
- 22.5 **Third parties.** No one other than a party to this Agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 22.6 **No waiver.** If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.
- 22.7 **Governing law and jurisdiction.** This Agreement will be governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any disputes in relation to it.