

**DIGIQUIP GROUP LIMITED**  
**EQUIPMENT ORDER AND**  
**MAINTENANCE AGREEMENT**  
**TERMS AND CONDITIONS**



**equipment order**

and Maintenance Agreement

## 1. DEFINITIONS

“Agreement” means these Terms and Conditions, the Equipment Order Form and any other documents referred to in these Terms or the Network Services Order Form.

“Equipment” means all equipment, which may include, but is not limited to, telecommunication cables, telecommunication machinery, and any computer hardware or software required to enable telephone communication services to be provided by Digiquip to you and any other equipment and/or machinery you have requested Digiquip to provide in conjunction with the provision of telecommunication services as set out in the Equipment Order Form.

“Equipment Order Form” means the separately completed order form to which these conditions are attached specifying the Equipment and the Charges.

“Installation Address” means the address at which Digiquip is to install the Equipment as specified in the Equipment Order Form.

“Maintenance Charge” means the charges of Digiquip for providing the Services in accordance with this Agreement as set out in the Equipment Order Form.

“Minimum Term” means 5 years from the date of this Agreement.

“Services” means the equipment maintenance services which Digiquip have agreed to supply in relation to the Equipment and in accordance with the terms of this Agreement.

“Digiquip” means Digiquip Group Limited a limited company registered in England and Wales under company registration number 07047978 whose registered office is situated at AYP Advisory Limited, Windrush House, 15 Marshall Avenue, Worthing, BN14 0ES and (where the context requires any subsidiary and/or associated company of Digiquip Group Limited but not so as to impose on any such subsidiary and/or associated company any liability to you under this Agreement).

“You” means the person named in the Network Services Order Form being the recipient of the Services to be supplied by Digiquip under this Agreement.

## 2. COMMENCEMENT OF AGREEMENT

This Agreement commences from the date of written acceptance of your order by Digiquip until determined in accordance with the provisions of this Agreement (“the Term”).

## 3. DURATION OF AGREEMENT

3.1 This Agreement continues until terminated in accordance with these Terms and Conditions.

3.2 Initially the duration of this Agreement will be the Minimum Term. The reason for this is so that Digiquip can provide Services on a discounted or free basis for the first year. For the remainder of the Term the Services will be provided at Digiquip’s standard rate.

3.3 The Agreement will automatically renew after the expiry of the Minimum Term for a further one year (the “Additional Term”) unless a Notice of Termination is served on Digiquip prior to forty-two (42) days before the expiry of the Minimum Term.

3.4 The Agreement will automatically renew after the expiry of the Additional Term (and each subsequent Additional Term) unless a Notice of Termination is served on Digiquip prior to forty-two (42) days before the expiry of each Additional Term.

#### 4. SERVICES

4.1 Digiquip shall provide the Services to you during the Term of this Agreement in return for payment by you of the Maintenance Charge and any other sums payable under this Agreement in consideration for the Services.

4.2 Digiquip shall provide the Services to you with reasonable care and skill.

4.3 Digiquip reserves the right to password protect all the Equipment. The removal, un-installation or modification of a password constitutes a breach of this Agreement by you.

4.4 Digiquip reserves the right to make changes, from time to time, in the specification of the Equipment which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Equipment.

4.5 These Terms and Conditions are subject to review from time to time by Digiquip. Digiquip shall be entitled to send to you up-dated Terms and Conditions or an abstract of amended, altered or varied Terms and Conditions. You agree that if you continue to use the Services including where applicable the Equipment following receipt of such revised Terms and Conditions you will be bound by the revised Terms and Conditions.

#### 5. MAINTENANCE CHARGE

5.1 The Maintenance Charge as at the commencement of this Agreement will be the sum stated in the Equipment Order Form and as later varied by Digiquip in accordance with these Terms and Conditions. The Maintenance Charge is payable by you to Digiquip during the continuation of this Agreement. The Maintenance Charge is payable by you either annually, quarterly, or monthly as stated in the Equipment Order Form.

5.2 The Maintenance Charge is stated exclusive of Value Added Tax ("VAT") or any statutory modification or replacement of VAT. You will pay to Digiquip in addition to the Maintenance Charge VAT thereon at the rate prevailing at the date of Digiquip's invoice.

5.3 Digiquip reserves the right and may vary the Maintenance Charge, and you will pay such varied Maintenance Charge but Digiquip will when varying the Maintenance Charge always comply with the following —

5.3.1 the Maintenance Charge will not be varied more than once in any period of twelve calendar months calculated from the commencement date of this Agreement;

5.3.2 Digiquip will give you at least thirty (30) days' notice of any variation in the Maintenance Charge;

5.3.3 Subject to Clause 8.7 (Your Obligations to Digiquip), if there is an increase in the Maintenance Charge of more than 10% above the amount payable by you prior to such increase you have the right to terminate this Agreement by giving Digiquip fourteen (14) days' written notice. Digiquip must receive this notice prior to the date upon which the increased Maintenance Charge comes into effect. If Digiquip does not receive notice of cancellation from you this Agreement will continue in full force and effect save that you will be liable for paying the increased Maintenance Charge.

5.4 In addition to the Maintenance Charge you will pay to Digiquip the installation charge shown in the Equipment Order Form in addition to indemnifying Digiquip in full for any costs which may be levied by any third party in consequence of Digiquip installing the Equipment. Any sums due by you to Digiquip under this clause will be payable on or before the date agreed between you and Digiquip for installation of the Equipment.

## **6. DIGIQUIP'S SERVICE OBLIGATIONS TO YOU**

**6.1 Provided you observe and perform your obligations to Digiquip in this Agreement, Digiquip will supply the Services in accordance with the provisions of this Agreement. Digiquip will —**

**6.1.1 maintain repair and adjust the Equipment as required to enable the Equipment to function in efficient working order provided that nothing in this agreement will oblige Digiquip to replace or repair the Equipment as a consequence of wear and tear. For the definition of wear and tear see clause 16.7 (Limitation of Liability).**

**6.1.2 The type of maintenance cover provided by Digiquip to you under this Agreement will be stated in the Equipment Order Form or otherwise agreed in writing between you and Digiquip. Details of the various types of cover are available on request. Where no specific type of cover has been agreed Digiquip will supply the Standard Maintenance Cover detailed in clause 7 (Standard Maintenance Cover).**

**6.1.3 Where a fault in the Equipment is part of Digiquip's obligations to correct under this clause Digiquip will attempt where possible to correct any fault in the Equipment at the Installation Address but where Digiquip consider it necessary Digiquip may remove the Equipment to Digiquip's offices to carry out any work which may be required.**

**6.2 Digiquip may at any time, without notifying you make any changes to the Equipment and/or Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Equipment or the Services.**

## **7. STANDARD MAINTENANCE COVER**

**7.1 Unless agreed otherwise by all parties in writing then Digiquip will provide to you the Standard Maintenance Cover.**

**7.2 The Standard Maintenance Cover means —**

**7.2.1 Digiquip will use its reasonable endeavours to respond to all system failure faults within eight (8) working hours;**

**7.2.2 Digiquip will use its reasonable endeavours to respond to all other faults within sixteen (16) working hours;**

**7.2.3 Digiquip will use its absolute discretion in deciding whether or not to respond when asked to deal with any fault outside of working hours and if it does decide to respond within what timeframe it will respond as soon as reasonably practicable;**

**7.2.4 Digiquip reserves the right to charge an additional charge if your request for rectification of a fault is not within working hours and/or if Digiquip's response to that request requires them to do any work outside of working hours.**

**7.3 Digiquip's decision will be final and binding in deciding whether a fault is a "system failure fault".**

**7.4 The term "working hours" means the hours between 9.00 a.m. to 5.00 p.m. on Monday to Friday (inclusive) exclusive of all Public and Bank Holidays.**

## **8. YOUR OBLIGATIONS TO DIGIQUIP**

**8.1 Whilst this Agreement continues you will pay to Digiquip the Maintenance Charge and all other**

sums due under the terms of this Agreement which will be payable by you within fourteen (14) days of the date of Digiquip's invoice.

**8.2** Digiquip reserves the right to charge interest on overdue payments such interest to be compounded monthly on all amounts outstanding at the rate of 8% above the Base Rate of National Westminster Bank Plc from time to time calculated from the date payment became due to the date payment is received by Digiquip. This liability to pay interest continues as well before as after any judgement obtained against you.

**8.3** Where it is necessary for Digiquip to take any legal action against you as a consequence of breach of the terms of this Agreement you agree to pay Digiquip all legal expenses which Digiquip may incur on a full indemnity basis.

**8.4** You agree to pay all sums due by Direct Debit payment and that you will not, under any circumstances, cancel the Direct Debit during the continuation of this Agreement.

**8.5** If you fail to comply with Clause 8.4 Digiquip reserves the right to charge -

**8.5.1** all costs and damages originating from this breach as well as interest in accordance with clause 8.2; and

**8.5.2** an administration fee of twenty-five pounds (£25.00).

These sums will be debited to your Account and interest will accrue on the same until payment.

**8.6** You will keep the Equipment at the Installation Address and will not remove the Equipment without obtaining Digiquip's written consent. Such consent will not be unreasonably withheld but Digiquip reserves the right to increase the Maintenance Charge to cover additional travelling expenses and other costs which will be incurred in servicing the Equipment at an alternative address. Such an increase in the Maintenance Charge even if the amount exceeds 10% of the amount previously payable by you, will not entitle you to terminate this Agreement under the provisions of clause 5.3.3 (Maintenance Charge).

**8.7** All equipment used in connection with the Services (whether or not comprising the Equipment) must be connected and used in accordance with all instructions and/or safety/security procedures as Digiquip and any other provider of the equipment may communicate to you from time to time.

**8.8** You will allow Digiquip to inspect the Equipment at any time at reasonable hours on a usual working day.

**8.9** You will not allow any person other than a representative of Digiquip to carry out any servicing, repair, maintenance, replacement or removal of any part of the Equipment.

**8.10** You will pay to Digiquip at its current charging rate the cost of any work including both labour and spare or replacement parts necessary to the Equipment as a consequence of —

**8.10.1** neglect or misuse of the Equipment by you;

**8.10.2** service maintenance or repair necessary as a consequence of work undertaken to the Equipment by somebody who is not a representative of Digiquip;

**8.10.3** service necessary as you have used materials, supplies or parts not approved by Digiquip;

**8.10.4** service maintenance or spare parts required as a consequence of a Force Majeure Event as defined in clause 17 (which for the purposes of this clause shall also include, but not be limited to, defects arising as a consequence of any structural defect or damage to the

building within which the Equipment is situated);

8.10.5 the cost of cables and other equipment required to connect the Equipment to the telephone network;

8.10.6 service requested by you outside working hours applicable to the type of Service provided by Digiquip to you or Digiquip's attendance when requested by you where there is a fault caused by your user error or where there is no fault in the Equipment;

8.10.7 any call routing problems caused by any third party.

8.11 You will not remove or uninstall or modify any password installed by Digiquip to protect the Equipment and any such removal or modification by you shall be deemed to be a material breach of this Agreement by you.

8.12 You will notify Digiquip immediately of any fault experienced with the Equipment and such notice will be deemed to be received by Digiquip in accordance with the provisions of clause 18 (Notice).

8.13 Digiquip reserves the right to access the system by means of a remote dial in for any purpose.

8.14 You will allow Digiquip to enter the premises on which the Equipment is installed from time to time and remove any of the Equipment if you are in breach of this Agreement or if Digiquip needs to remove the Equipment so that it can be returned to the manufacturer for repair or maintenance.

## 9. DELIVERY OF THE EQUIPMENT

9.1 Digiquip shall use reasonable endeavours to deliver or arrange delivery of the Equipment by any delivery date specified however such date shall be an estimate only. Digiquip shall incur no liability for failure to meet the delivery date.

9.2 All of the Equipment will be inspected by you and unless you notify Digiquip within forty-eight (48) hours of the date of installation of the Equipment of any defects in or other proper objections to the Equipment it shall be deemed that the Equipment is in good condition, repair and working order to the satisfaction of you.

## 10. INSTALLATION OF THE EQUIPMENT

10.1 Insofar as it is necessary in connection with the commencement of the Services or continuation of the Services for Digiquip to install the Equipment you will —

10.1.1 permit Digiquip or any person authorised by the Service Provider access to your premises, your telephone system and/or the Equipment to enable such installation to occur at reasonable times;

10.1.2 ensure a clean and safe environment for the installation of the Equipment;

10.1.3 obtain all necessary consents required for the Equipment to be installed;

10.1.4 provide without charge any electrical supply as shall be required; and

10.1.5 make such reasonable alteration to your premises (including but not limited to lifting of carpeting or other floor covering, drilling of necessary holes to permit passage of cabling to and from your telephone system and installation of such trunking or other enclosures for the holding of the Equipment).

10.2 Where there is a "Rental Charge" shown in the Equipment Order Form or specified in

correspondence between Digiquip or where the Equipment is subsequently installed at the request of you during the continuation of this Agreement or is required during the continuation of this Agreement for the proper provision of the Services, and Digiquip require you to pay a Rental Charge for Equipment you will pay to Digiquip the Rental Charge stated or agreed which will be shown on each Account. Payment will be made in accordance with the provisions of this Agreement relating to payment of Accounts.

## **11. OWNERSHIP OF EQUIPMENT**

- 11.1** Unless otherwise expressly agreed in writing between the parties, all the Equipment shall at all times remain the property of Digiquip and/or the finance company (where applicable).
- 11.2** You will retain all distinguishing marks and labels on the Equipment and advise third parties that the Equipment does not belong to you.
- 11.3** You will not carry out or permit any third party to carry out any maintenance alteration, modification, replacement, extension, place any attachment or addition to or otherwise carry out any works to the Equipment.

## **12. OUTRIGHT PURCHASE**

- 12.1** If you have agreed with Digiquip in writing that any of the Equipment will be purchased by you then the ownership of those particular items of the Equipment will not pass to you unless Digiquip has received full payment of the Agreed Price for that Equipment. The "Agreed Price" means the price agreed between you and Digiquip in writing for those particular items of the Equipment which you have agreed to purchase outright.
- 12.2** If you are purchasing any Equipment outright from Digiquip then part payment of the Agreed Price will be made by you to Digiquip immediately on the occurrence of each of the following events in the proportions specified –
- 12.2.1** you will pay to Digiquip 50% of the Agreed Price on the date of signature of the Equipment Order Form followed by;
- 12.2.2** payment of the remaining 50% of the Agreed Price on the date of signature by you of the Satisfaction Note supplied to you by Digiquip confirming that you are satisfied with the delivery and installation of the Equipment and that you have received training in how to use the Equipment. If the Satisfaction Note has not been signed by you after the expiry of 48 hours from the date of installation of the Equipment and/or training in how to use the Equipment, whichever is the later, then it will be deemed that the Equipment is in good condition, repair and working order and that the training provided was to your satisfaction, and the remainder of the Agreed Price will become immediately payable.
- 12.3** For the avoidance of doubt, if you are purchasing outright any of the Equipment from Digiquip then, save for clause 11 (Ownership of the Equipment), the provisions of this Agreement apply equally to you as if you were leasing or renting any of the Equipment.

## **13. RISK IN THE EQUIPMENT**

- 13.1** Without limitation to any of the foregoing the Equipment shall be at your risk during the continuation of this Agreement and you will effect a fully comprehensive policy of insurance with Digiquip's interest properly noted indemnifying Digiquip and/or the finance company (where applicable) against all loss or damage to the Equipment however caused.

- 13.2 Risk passes to you at the time of delivery of the Equipment to the Installation Address.
- 13.3 You will be solely responsible for and hold Digiquip harmless and shall fully indemnify Digiquip against any loss or damage to property occurring in connection with the Equipment or as a result of the use thereof.

#### 14. TERMINATION OF THIS AGREEMENT

- 14.1 This Agreement may only be terminated by Digiquip or by you in one of the following ways
  - 14.1.1 by either you or Digiquip in accordance with the provisions of clause 3 (Duration of Agreement) of this Agreement;
  - 14.1.2 if you, being an individual commit an act of Bankruptcy or have a receiving order made against you or being a company you are made insolvent or have winding up proceedings issued against you or a receiver is appointed of all or part of your assets or you make a composition or arrangement with your creditors;
  - 14.1.3 if you are in breach of this Agreement and you fail to remedy this within fourteen days of notice of such breach being given to you by Digiquip, Digiquip shall be entitled but not obliged to terminate this Agreement;
  - 14.1.4 if it is necessary for Digiquip to replace parts within the Equipment, which are not parts provided for within the Maintenance Charge Digiquip will provide to you an estimate of the cost of replacement. If you decline to accept Digiquip's estimate this Agreement may be terminated by Digiquip giving you fourteen (14) days' Notice in writing;
  - 14.1.5 if in Digiquip's reasonable opinion the Equipment cannot be economically maintained to the standard required by this Agreement Digiquip will notify you of the cost of either replacing the Equipment or reconditioning the Equipment. If you do not agree to be responsible for such costs as quoted by Digiquip within fourteen days then Digiquip may terminate this Agreement by writing to you.

#### 15. EFFECT OF TERMINATION

- 15.1 Upon termination of this Agreement you will pay to Digiquip all sums which are due calculated up to the date of termination, such sums being payable on demand.
- 15.2 If this Agreement is terminated for any of the reasons in clause 14.1 (Termination of this Agreement), save for under clause 14.1.1, you will pay to Digiquip the following ("the Termination Fee")
  - 15.2.1 all sums due under the terms of this Agreement including an apportionment of charges due to Digiquip but not invoiced calculated pro rata from the date you made your last payment to the date of termination; and
  - 15.2.2 all payments which would have been due under the terms of this Agreement until the expiry of the Minimum Term or the Additional Term (as the case may be) had this Agreement not been terminated provided always the amount payable under this sub-clause will be discounted by Digiquip by such sum as reflects the saving to Digiquip in no longer providing service to you and to reflect early receipt of payment. For the avoidance of doubt, the value of such discount is within the absolute discretion of Digiquip.
- 15.3 You agree that the Termination Fee as described in Clause 15.2 allows for various costs of acquisition, administration, costs and other expenses being a genuine pre-estimate of Digiquip's loss in the event of termination of this Agreement.



## 16. LIMITATION OF LIABILITY

Without limitation to the foregoing —

- 16.1 Digiquip's obligations to you are as stated in this Agreement. No other duties are to be implied or inferred other than those specifically stated herein.
- 16.2 Digiquip shall have no liability to you for any loss of whatsoever nature which may arise directly or indirectly as a consequence of any fault in the Equipment. Digiquip's sole obligation is to repair and carry out maintenance to the Equipment and Digiquip cannot guarantee continuous and effective working of the Equipment.
- 16.3 Digiquip shall not be liable to you for any loss of revenue, loss of business, any purported loss of profit or any other form of consequential loss arising from breach of the terms of this Agreement.
- 16.4 Digiquip will use reasonable endeavours to respond to any request from you for maintenance and/or repair to be carried out, within any response time agreed between you and Digiquip. Digiquip shall have no liability to you for any loss of whatsoever nature which may arise from any failure of Digiquip actually to attend in any response time agreed with you. All response times are for guidance only.
- 16.5 You acknowledge that Digiquip cannot exercise any control over the internal workings or industrial relations within British Telecom or any other public network telecommunications provider or connection of telephone service to the Equipment. Digiquip shall make all reasonable endeavours to assist you in the event of network fault but cannot be held responsible for any delays or loss or damage caused on the part of any network telecommunications provider or any other contractor involved in the provision of related goods or services.
- 16.6 If you are in breach of this Agreement Digiquip shall have no liability to carry out any of Digiquip's obligations under this Agreement until such time as all breaches have been remedied to the reasonable satisfaction of Digiquip.
- 16.7 You acknowledge that nothing in these Terms and Conditions will oblige Digiquip to replace or provide spare parts for any of the Equipment required as a consequence of wear and tear. In this clause "wear and tear" means the usual deterioration which would normally be expected and usual in connection with equipment of identical specification as the Equipment through usual and proper usage in accordance with all manufacturers and Digiquip guidelines.
- 16.8 Digiquip do not provide maintenance cover for any cabling or wiring unless agreed by both parties in writing.

## 17. CIRCUMSTANCES BEYOND OUR CONTROL

- 17.1 For the purposes of this clause 17 the term "Force Majeure Event" shall mean an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric

power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by Digiquip for the performance of the Services; breach of contract by any essential personnel; any other matter or cause beyond the control of Digiquip.

- 17.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by a Force Majeure Event.
- 17.3 The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.
- 17.4 If the party claiming the Force Majeure Event has complied with clause 17.3 its performance under this Agreement will be suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage. As regards such delay or stoppage:
- 17.4.1 any costs arising from the delay or stoppage will be borne by the party incurring those costs;
- 17.4.2 either party may, if the delay or stoppage continues for more than 90 continuous days, terminate this Agreement with immediate effect on giving written notice to the other and neither party will be liable to the other for such termination; and
- 17.4.3 the party claiming the Force Majeure Event will take all necessary steps to bring that event to a close or to find a solution by which this Agreement may be performed despite the Force Majeure Event.

## 18. NOTICE

18.1 Any notice or other correspondence which needs to be given by you to Digiquip Group Limited will be deemed to be received by Digiquip Group Limited -

- 18.1.1 if sent by recorded delivery to the address as appears on the last invoice rendered to you (or such other address as may be prescribed by Digiquip Group Limited for that purpose in writing to you during the continuation of this Agreement) two working days following the date on which the notice was posted; or
- 18.1.2 if sent by facsimile or e-mail and received by Digiquip Group Limited before 4 p.m. on a working day then that same working day or otherwise the next working day; or
- 18.1.3 if you notify Digiquip Group Limited of any fault by telephone (including leaving a recorded message on the answerphone system) then the notice will not be deemed to be received by Digiquip Group Limited until full details of the fault have been received by an engineer of Digiquip and Digiquip Group Limited shall be the sole arbiter of when the details will have been so received.

In this clause the term "working day" means Monday to Friday (inclusive) excluding all public and bank holidays.

- 18.2 Notice of termination of this Agreement MUST be sent by recorded delivery to be valid and Digiquip Group Limited will not accept any notice of termination sent by an alternative method.
- 18.3 Any notice or other correspondence, which needs to be given to you, will be deemed to be given if sent by post and recorded delivery to the address to which Digiquip Group Limited submits accounts for the Services. You will inform Digiquip Group Limited of any change to this address.

## 19. ASSIGNMENT

This Agreement may not be assigned in whole or in part by you without the prior written consent of Digiquip. Digiquip shall have the right without notice to assign, sub-contract or otherwise deal with all or any of its rights and obligations under this Agreement.

## 20. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and understanding of the parties regarding Services only and supersedes all prior agreements, whether written or oral. This Agreement may only be altered or amended in writing and signed by both parties.

#### **21. NON RELIANCE**

You warrant that you have not relied on any representations made by or on behalf of Digiquip or any of Digiquip's representatives, employees or agents or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by or on behalf of Digiquip (including but not limited to any dimensions, details or statements as to capacity, output, power or performance specified in any drawings, representations of any sales persons, catalogue or other documents), all of which are only intended to convey a general idea of the products and services mentioned in them.

#### **22. NON WAIVER**

Failure by Digiquip to exercise or enforce any right conferred by this Agreement shall not be deemed to be waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

#### **23. DATA PROTECTION**

**23.1** By signing this Agreement you expressly consent to the following:

**23.1.1** Digiquip disclosing your information in accordance with the terms of Digiquip's Privacy Policy from time to time in force;

**23.1.2** Digiquip disclosing your information to credit reference agencies in order to process your application and manage your account;

**23.1.2** Digiquip communicating on your behalf with any Service Provider and to supply to such Service Provider for the purposes of arranging performance of the Services any information which you may have passed to Digiquip in connection with the Services. You also authorise the Service Provider to disclose relevant information to Digiquip.

#### **24. STAND-ALONE AGREEMENT**

You agree that if this Agreement is terminated by you or Digiquip then such termination is limited to this Agreement alone and does NOT automatically terminate any other contract or agreement between you and Digiquip. No breach of this Agreement by Digiquip can be relied upon to justify a termination of any other Agreement between you and Digiquip.

#### **25. SEVERABILITY**

If for any reason a provision of this Agreement proves to be void or unenforceable this will not affect the validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

#### **26. LAW AND JURISDICTION**

This Agreement shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

#### **27. COMPLAINTS**

We make every effort to ensure that our customers are happy with the level of service, and the

products and service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently.

Our Code of Practice on Complaint Handling and Dispute Resolution explains how customers can complain. The code also provides information on how we deal with complaints and your right to take unresolved complaints to Alternative Dispute Resolution. You can find a copy of our Complaints Code on our website [www.digiquip.co.uk](http://www.digiquip.co.uk) . Alternatively, copies are available free of charge and on request from our Customer Service Team on 0844 499 4810.

Digiquip Terms and Conditions above are correct at time of publishing (June 2014)  
and are the current and up-to-date terms which supersede previous versions.