



PARTIES

1 MODE ICT SOLUTIONS LIMITED incorporated and registered in England with company number 15039097 whose registered office is at Old bank Business Centre, 43-45 Church Street, Darlaston, West Midlands, WS10 8DU (“Us” or “We” or “Our”);

2 The individual or organisation applying for the provision of the Goods or Services (“You” or “Your”).

BACKGROUND

(A) We are providing voice over internet protocol services, adsl and vdsl (fibre) broadband and wish these terms and conditions to apply to Our provision of Goods and/or Services.

(B) These terms and conditions together with the Customer Order Form embody the whole agreement between the parties (the “Conditions”).

Agreed terms

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these Conditions:

1.1.1 “Acceptable Use Policy” means Our guidelines for acceptable use made available at <https://www.modeict.co.uk/acceptable-use-policy/> which may be amended from time to time;

1.1.2 “Commencement Date” means the date on which a Customer Order Form is signed and submitted or emailed by You to Us;

1.1.3 “Customer Order Form” means the order form completed by You for the supply of Goods and/or Services at the prices indicated;

1.1.4 “Data” includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;

1.1.5 “Goods” means the goods described on the Website and which We agree to sell to You as requested by You in the Customer Order Form;

1.1.6 “Internet” means the global data network comprising interconnected networks to which We are connected and provide access to You via the Services;

1.1.7 “Personal Data” means Data about any identified or identifiable living person;

1.1.8 “Registry” means either Nominet UK Limited, CentralNIC Limited, or any other domain names registry that We choose to use from time to time;

1.1.9 “Regulations” means the Consumer Protection (Distance Selling) Regulations 2000 (as amended);

1.1.10 “Services” means the services described on the Website and which We agree to provide to You as requested by You in the Customer Order Form; and

1.1.11 “Website” means Our web presence at <https://www.modeict.co.uk> and other locations We advertise from time to time.

1.1.12 “Specification Document” means the document which defines the service supplied by Us to You detailing system functionality

1.2 We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.

1.3 These Conditions take precedence if inconsistent with the material on Our Website.

2 Changes to the Conditions

2.1 We reserve the right on giving prior notice on the Website to alter these Conditions at any time (including altering Our Acceptable Use Policy and other policies).

2.2 We will give You at least thirty (30) days notice of such alteration which shall take effect at the end of the thirty (30) day period.

2.3 Where We have given You notice of an alteration to the Conditions which may have a material adverse effect on You, You shall be entitled to terminate these Conditions by giving Us no less than thirty (30) days prior notice in writing to that effect provided that the thirty (30) day notice period given by You must have expired before the modification to the Conditions has taken effect.

2.4 Any renewal of the Services will in any event be subject to Our then current Conditions.

3 Terms for Consumers

3.1 This clause 3 applies only if You are a “Consumer”, which for the purposes of these Conditions shall mean any natural person who is acting for purposes that are outside his or her trade, profession or business.

3.2 For the purposes of this clause 3 and the Regulations:

3.2.1 We are “the Supplier”;

3.2.2 the address of the Supplier shall be the correspondence address as set out in clause 3.6 below;

3.2.3 prices on the Website are updated periodically and cannot be guaranteed for any period of time and every effort is made to ensure prices are correct at the point at which the Consumer places an order;

3.2.4 any complaints should be sent in writing to the Supplier's correspondence address;

3.2.5 the Supplier will provide the Consumer with a written confirmation (by post or by email) of order following purchase of Goods or Services.

3.3 A Consumer will, subject to any exceptions or exclusions set out in the Regulations, be entitled to cancel these Conditions by serving a written notice of cancellation on Us at any time during the following periods:

3.3.1 In the case of Goods, within seven working days after the day on which the Consumer receives the Goods, and in accordance with clause 20 (Refund and RMA policy); or

3.3.2 In the case of Services, within seven working days after the date the Commencement Date, being the date the Consumer enters into a contract with the Supplier, and in accordance with clause 20 (Refund and RMA policy).

3.4 In the event of cancellation by the Consumer, Goods should be returned to the Supplier's correspondence address. The Consumer will be liable for the costs of returning such Goods or the costs of the Supplier in recovering such Goods unless the Consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).

3.5 The Services shall not commence until seven working days after the Commencement Date. Where the Consumer requests that the Services commence earlier than 7 working days after the Commencement Date, the Consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.

3.6 You can contact Us by post at Mode ICT Solutions, Old Bank Business Centre, 43-45 Church Street, Darlaston, West Midlands, WS10 8DU, by email on accounts@modeict.co.uk or by telephone +44 (0) 121 798 0391

4 Security

4.1 You must:

4.1.1 keep Your username and password secure (We will not disclose Your username and password to any third parties, but may change the username and password at any time for good reason);

4.1.2 if requested use Your username and password when giving instructions (and We are authorised to comply with instructions containing Your username and password);

4.1.3 take reasonable steps in respect of matters in Your control to minimize any risk of security breaches in connection with the Services and take responsibility for all users of the Services using your user name and password;

4.1.4 notify Us of any unauthorised access to Your account which You believe may affect the overall security of Our systems; and

4.1.5 where required in accordance with the Specification Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.

4.1.6 where required in accordance with the Specification Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

5 Services

5.5.1 for repair, maintenance or improvement;

5.5.2 to comply with a request or order from a governmental or administrative authority or emergency service;

5.5.3 in the event of problems with the broadband network either at Your premises or in the public Internet Protocol environment;

5.5.4 if We have a reasonable belief that suspension is necessary to prevent fraud or unauthorised access taking place; or

5.5.5 if You fail to pay any outstanding fees within 30 days of the due date

5.6 We will restore the Services as quickly as is reasonably possible, other than in the case of failure by You to pay any outstanding fees.

5.7 By purchasing Our Telephony Services (VoIP) You confirm that You understand that Our Services:

5.7.1 may sometimes be unavailable as a result of things over which We have no control, for example, the weather, power disruptions, or failures of Your internet service provider (ISP) or broadband connection and You understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;

5.7.2 may not provide Your phone number and location details to the operator of 999/112 public emergency call services if You make a public emergency services call. You may have to provide Your location information and phone number verbally to the operator;

5.7.3 where used outside of mainland Scotland, England, Wales and Northern Ireland, may not connect You to the domestic emergency services upon dialling the appropriate emergency number; and

5.7.4 may not offer all the features you may expect from a conventional phone line.

6 Your obligations

6.1 You must comply with Our reasonable instructions and requests concerning the Services.

6.2 You must provide Us with up to date contact details of one or two named representatives with whom We are authorised to deal (including email addresses) and promptly notify Us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the services.

6.3 You must comply with Our Acceptable Use Policy and bring it to the attention of Your authorised users.

6.4 You are responsible for all persons who use Your username and password to access the Services, whether authorised or not, unless acting on Our behalf.

6.5 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. Whilst we make provision for backups of Your data, You must frequently back-up all such Data that You wish to save.

6.6 You shall be responsible for arranging the internet connection required by the Services. Our Services are dependent on Your connection to the data network and the data network itself. Our Services may therefore cease to function if there is a power failure or a failure in the underlying data network or carrier.

6.7 If the Services are to be used principally at a single, fixed location, You must register with Us the address of the place where the service will be used, in order to assist emergency services organisations

7 Restrictions

7.1 You must refrain from transferring any illegal material or engage in unlawful activities via Your use of the Services.

7.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.

7.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.

7.4 You must not make available or upload Data via Your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.

7.5 You must not use the Services to send bulk unsolicited commercial emails, SMS text messages or telephone calls.

7.6 You warrant that Your use of the Services will not infringe any third party intellectual property or other rights.

7.7 You must not embark on any course of action, whether by use of Your website, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing Us at least seven day's prior notice in writing. If You give notice or We otherwise become aware of such disproportionate use We may:

7.7.1 move Your service to a dedicated service and charge Our then current rate as detailed in point 7.7.3; or

7.7.2 terminate some or all of the Services forthwith.

7.7.3 SIM card Data over usage charged at GBP£2.00 per GigaByte

SMS over usage charged at GBP£0.03 per text message

Telephone Call over usage charged at GBP£0.06 per minute

8 Data Protection

8.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

8.2 We shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

8.3 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 8, as if such Sub-contractor were the Supplier.

8.4 We may access, copy, preserve, disclose, remove, suspend or delete any Data:

8.4.1 if We are required to do so by applicable law or competent authority;

8.4.2 if it is otherwise permitted under these Conditions; or

8.4.3 if such Data is prohibited under these Conditions.

8.5 Where required in accordance with the Specification, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification.

9 Personal Data

9.1 We will process Your Personal Data only in compliance with Our privacy policy, which is available at <https://www.modeict.co.uk/privacy-policy>

9.2 You consent to such processing and confirm that You have shown Our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data You have supplied to Us and will continue to do so in the future.

10 Risk and Title to Goods

10.1 Risk shall pass to You on delivery, but the Goods shall remain Our property until such time as full payment has been received.

10.2 Until title to the Goods passes in accordance with clause 10.1, You shall store the Goods in such a way that they remain readily identifiable as Our property. You shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods. You shall not encumber or in any way charge the Goods.

11 Limitation of liability

11.1 Nothing in these Conditions in any way excludes or restricts Our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.

11.2 Our liability in contract, tort (including negligence) or otherwise in connection with the Goods and/or Services provided under these Conditions for any one event or a series of events is limited to the price of the Goods, or 125% of the payment We received from You for the Services in the 12 months before the event(s) complained of.

11.3 In no event (including Our own negligence), and even if We have been advised of the possibility of such losses, will We be liable for any:

11.3.1 economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);

11.3.2 loss of goodwill or reputation;

11.3.3 special, indirect or consequential loss; or

11.3.4 damage to or loss of Data.

11.4 We have no liability for goods and services provided by third parties.

11.5 To the extent allowed by law, We exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

12 Indemnity

You will indemnify Us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to use of the Services and/or Goods in breach of clause 4 or clause 7 of these Conditions.

13 Payment

13.1 You must pay the fees (together with VAT and any applicable taxes) specified on Our Customer Order Form when You order Goods or order or renew any Services.

13.2 Payment for Goods may be made:

13.2.1 by Direct Debit, BACS, credit card or debit card; and

13.2.2 in advance or, if We agree to credit terms, within 30 days of Our invoice.

13.3 Payment for the Services may be made:

13.3.1 monthly, by Direct Debit, credit card or debit card;

13.3.2 in advance or, if We agree to credit terms, within 30 days of Our invoice.

13.4 Payment must be made without deduction or set-off.

13.5 All fees are non refundable unless otherwise stated.

13.6 All fees remain payable where We suspend the Services in accordance with these Conditions.

13.7 We may impose a credit limit on Your account and/or require a deposit as security for paying bills.

13.8 In addition to any other rights under these Conditions We may charge You interest on any overdue fees from the date payment is due until the fees are paid in full at a rate of 3% over the prevailing monthly Bank of England base lending rate.

13.9 If a Direct Debit collection fails and We have a credit card or debit card on file, then payment will be collected using that credit card or debit card.

14 Termination

14.1 All Services paid for either annually or monthly will be subject to initial contract periods of twelve (12) months or ninety (90) days respectively, commencing on the Commencement Date, and unless You are a Consumer as defined in clause 3, shall continue thereafter on a rolling monthly basis unless and until terminated in accordance with clause 14.2 and/or 14.3.

14.2 Subject to clause 14.1, either party may terminate these Conditions (as regards some or all of the Services) at any time for any reason by giving to the other thirty (30) days written notice.

14.3 We may terminate these Conditions (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:

14.3.1 if You breach any the terms and obligations under these Conditions and, if remediable, having received from Us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;

14.3.2 if You are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or You enter into any arrangement or composition with Your or for Your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over You or any of Your assets or any similar circumstances;

14.3.3 if We are required to do so by a competent or regulatory authority;

14.3.4 If any supplier to us of the relevant Services, or a component of the relevant Services from, terminates our contract with that supplier;

14.3.5 You fail to pay any fees due under these Conditions after receiving fourteen (14) days written notice from Us; or

14.3.6 a regulatory approval required by Us to provide the Services and/or Goods is revoked or amended and not replaced by an equivalent approval.

14.4 On termination of this agreement or suspension of Services for any reason:

14.4.1 We will immediately stop supplying, and will terminate access to, the relevant Services and shall not be liable for any further supply of the Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or We may destroy any such Data;

14.4.2 all licences granted by Us to You will terminate;

14.4.3 any fees due remain payable and, if already paid, will be non-refundable unless You have cancelled these Conditions in accordance with clause 3.1;

14.4.4 Your accrued rights and liabilities will be unaffected;

14.4.5 You will allow Us to enter Your premises (if necessary) during normal business hours to remove the Goods; and

14.4.6 clause 15 (Confidentiality) of these Conditions shall continue in force.

15 Confidentiality

15.1 Both parties agree not to disclose any Confidential Data received from the other party for any purpose apart from the proper performance of these Conditions, unless ordered to

do so by law. If Confidential Data is disclosed or transferred to third parties for the purpose of proper performance of these Conditions such disclosure or transfer shall be subject to legally compliant onward transfer agreements. "Confidential Data" means Data identified as, or which clearly is, confidential.

15.2 This clause does not apply to Data which:

15.2.1 enters the public domain other than through breach of this clause;

15.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;

15.2.3 is required to be disclosed by applicable law or competent authority;

15.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;

15.2.5 is reasonably disclosed to professional advisers; or

15.2.6 We are otherwise permitted to disclose in accordance with these Conditions.

15.3 You agree to promptly provide Us (free of charge) with any information We may reasonably require to enable Us to activate and provide the Services and/or Goods.

16 Notices

16.1 You should send any notices under these Conditions to the correspondence address, or email address given at the top of these Conditions.

16.2 We shall send any notices in accordance with the most recent contact information which You have provided to Us.

16.3 Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:

16.3.1 by hand, when delivered provided handed to a senior employee;

16.3.2 recorded delivery, five days after posting;

16.3.3 email, on the day sent unless the email is not received or contrary is proved.

17 General

17.1 These Conditions represent the entire agreement of the parties relating to its subject matter. These Conditions supersede all prior agreements and representations (unless fraudulent). No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is repeated in these Conditions. The parties agree that, to the fullest extent permitted by law (save in the case of

fraud), any rights or remedies available under the Misrepresentation Act 1967 shall be excluded. We are not bound by, nor should You rely on, any oral representations or representations by any agent or employee of any third party You may use to apply for the Services.

17.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.

17.3 You may not assign these Conditions or subcontract or resell any of the Services without Our prior written consent. We may assign, subcontract or otherwise deal with all or any of Our rights and obligations arising under these Conditions.

17.4 We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond Our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.

17.5 No firm, person or company which is not a party to these Conditions shall have any right to enforce any provision of these Conditions.

17.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.

17.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between the parties.

18 Choice of law

18.1 These terms will be governed by UK Law and subject to the jurisdiction of the courts of England.

18.2 If any dispute arises in connection with these Conditions, the parties will attempt to settle it by mediation in accordance with the Ombudsman Service (“ADR Scheme”). You can approach the ADR Scheme once You have exhausted the complaints procedure set out in our Code of Practice clause 24. Alternatively, You can approach the ADR Scheme if Your complaint has been ongoing for over 8 weeks. We will abide by any decision made under the ADR Scheme. You are not bound by any decision made under the ADR Scheme and participation in the ADR Scheme by You will not prevent You commencing court proceedings.

19 Processing and Shipping

19.1 We aim to ship all items within forty eight (48) hours of receiving Your order but Your order may be delayed if the item is not in stock with Our suppliers. Some items may be unavailable. We regret We are not able to supply dates when Our suppliers may get an item in stock.

19.2 Credit and debit cards are debited before items are shipped by Us. All prices exclude sales taxes (where applicable) unless otherwise stated.

19.3 In most cases, We will ship products that are in stock the same day if Your order is placed between Monday to Friday before 3:30pm GMT. If Your order is placed after 3:30pm, it will be shipped the next working day. The order should be received the next working day after We ship it. Please note that the order may be sent to You in instalments.

19.4 We make every effort to ensure that Our site has up-to-date information about product availability. If an item is not in stock at the time You place an order You may cancel Your order at this stage if You wish to do so. We will take appropriate steps to reimburse any payment You have made in respect of that order.

19.5 Shipments to Your delivery address may be subject to import duties and taxes which are levied once a shipment reaches Your country. Any such additional charges to clear customs must be borne by You. You should note that customs policies vary widely from country to country so We advise You to contact Your local customs office for further information. Note that international shipments are subject to opening and inspection by customs authorities.

20 Refund and RMA policy

If you have changed Your mind about any Goods ordered, and You wish to return them, You can do so provided You inform Us of Your decision within 7 working days of receipt in accordance with clause 16 (Notices). Once We have received the Goods, We will issue a refund for them. All Goods must be returned complete and in original packaging and in an "as new condition". With the exception of Goods delivered incorrectly or that are faulty on arrival, and subject to clause 3.4 if you are a Consumer, the cost of return carriage is Your responsibility.

21 Dormant accounts

Any calling credit and any other assets left on an account that has been dormant for longer than six (6) months will be deleted and are not refundable.

22 Call recording

Please note that calls to Us may be recorded to help Us in dispute resolution and for training purposes. In agreeing to these Conditions You grant consent to recording of calls.

Customer call recordings are stored for a 3 months but can be less at Our discretion depending on Your usage levels. Additional charges for call recording storage will apply if necessary. Longer periods of storage and capacity are available up to a maximum of 7 years.

Call recordings will be kept for 30 days after an account has been terminated and then permanently deleted.

23 Force majeure

Neither party will be obliged to carry out any obligation under these Conditions where performance of such obligation is prevented due to any cause beyond the first party's reasonable control including but not limited to any act of God, viral pandemic, severe weather, failure or shortage of power supplies, flood, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, or a similar type of force majeure event.

24 Code Of Practice

24.1 Standard fees; We publish Our prices in electronic and paper form available from our sales and customer service team and also at: <https://www.modeict.co.uk>

24.2 Minimum contractual term; All Services paid for either annually or monthly will be subject to initial contract periods of twelve (12) months or ninety (90) days respectively.

24.3 Emergency calls; We shall provide access to 999/111 public emergency call services and shall take all reasonable steps to provide uninterrupted access to such services. However it is possible that the Services may become unavailable as a result of things over which We have no control, for example, failures of Your internet service provider (ISP) or internet connection. In such circumstances all services (including 999/111 public emergency calls) will be unavailable through Our Service.

24.3.1 Our Services may not provide Your phone number and location details to the operator of 999/111 public emergency call services if You make a public emergency services call. You may have to provide Your location information and phone number verbally to the operator.

24.3.2 If the Services are to be used principally at a single, fixed location, You must register with Us the address of the place where the service will be used, in order to assist emergency services organisations.

24.4 Number Portability and further features

24.4.1 We provide number portability.

24.4.2 We provide access to a directory-enquiry facility, access to operator-assisted services, calling- line identification facilities, and itemisation of calls free of charge.

24.5 Special measures for end-users with disabilities. Any of our literature, including this code, are available in large print or audio format. Please contact Customer Services with your full name, address and telephone number so that we can send it to you or contact you in the unlikely event of a problem.

24.6 How to contact Us to resolve complaints

You can contact Us:

24.6.1 by post to Mode ICT Solutions, Old Bank Business Centre, 43-45 Church Street, Darlaston, West Midlands, WS10 8DU

24.6.2 by email to accounts@modeict.co.uk

24.6.3 by telephone +44 (0)121 798 0391

We shall respond to You within 5 working days.

24.6.4 Our Company Secretary accepts full responsibility for effective complaints handling. In all cases we will treat your correspondence in strict confidence, with fairness and objectivity.

24.6.5 If you are still unhappy:

24.6.6 we are registered with the Ombudsman Service. Ombudsman Services was founded in 2002 to provide independent dispute resolution. It provides an independent, impartial and cost effective means of resolving disputes outside the courts for communications providers and their customers. This is the last point of contact if customers are not satisfied with the service or with the complaints procedure. Contact – Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU T: 0330 440 1614 F: 0330 440 1615 W: Ombudsman Services Contact Form (“ADR Scheme”). We will abide by any decision made under the ADR Scheme. You are not bound by any decision made under the ADR Scheme and participation in the ADR Scheme by You will not prevent You commencing court proceedings;

24.6.7 we are regulated by the Office of Communications (“Ofcom”), the independent regulator and competition authority for the communication industries in the United Kingdom. Ofcom can be contacted by post to Ofcom, Riverside House, 2a Southwark Bridge Road, London SE1 9HA, or by calling 0300 123 3333 or 020 7981 3040;

25 Freedom of Information and Transparency

25.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

25.2 We shall assist and cooperate with the You to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

25.2.1 that this Contract and any recorded information held by the Supplier on the Authority’s behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;

25.2.2 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by You and will promptly (and in any event within five Business Days) transfer the request to You;

25.3 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

25 Contract Managers

25.1 The Contract Managers at the commencement of this Contract are:

25.1.1 for the Supplier:

Paul Morris

Director

Mode ICT Solutions Ltd

Email: paul.morris@modeict.co.uk

Tel No.: 0121 798 0391

25.1.2 for the Customer:

[insert name and role].

Guidance: This Clause sets out the name of the contract manager for each party. Insert the name and role of the Authority's contract manager.