

NEXUS MOBILE AGREEMENT - TERMS & CONDITIONS

Definition In the Agreement Terms

'NEXUS'	means Nexus Telecommunications plc.
'SUBSCRIBER'	means the Customer.
'NETWORK'	means any telecommunications network available from Nexus to which each SIM card supplied under this agreement is covered.
'SERVICES'	means the telecommunications services provided by means of our Network provider as specified in the connection schedule and provided to you.
'CALL CHARGE'	means a predetermined charge unit of time costed at the rates set out in the Tariff Sheets published by Nexus from time to time, which are available on request from Nexus.
'CONNECTION'	means the connection of the Mobile Phone/SIM Card to the Network.
'CONNECTION DATE'	means the date of connection.
'INVOICE DATE'	means the same date as appears on the invoice raised by Nexus.
'MONTHLY CHARGE'	means the relevant sum for access to the Network and provision of certain Services as set out in the Contract under Service Information and Charges, or any additional Services requested.
'SIM CARD'	means the Subscriber Identity Module, which is a unique card containing information and when used with a Digital Mobile Phone, enables access to the Services. Each SIM Card supplied by us remains our property or the property of our Network Provider
'EQUIPMENT'	is the mobile phone(s) or other related items provided by us for use with the Services.
'CREDIT LIMIT'	means a monthly financial limit applied for charges incurred under this Agreement.
'DISCONNECTION NOTICE'	means a notice to disconnect one or more items of equipment or devices from the services.
'MINIMUM TERM'	means the number of months stated overleaf during which you agree to take the Service from Nexus commencing on the date of connection, port, migration or upgrade of equipment.
'MINIMUM PERIOD'	means in respect of each item of equipment the term stated overleaf from the commencement date or the date of supply of new or upgrade of such equipment or the date of a port or migration (whichever is the later).
'TERMINATION FEE'	means the Line Rental Charges to the end of the Minimum Period (as detailed in 10.2) in respect of each device or SIM Card disconnected from the service, and if appropriate any additional fees which may arise from network charges. Early termination can only be agreed between the Customer and Nexus UK with network approval.
'TERMINATION NOTICE'	means the notice to terminate this Agreement served pursuant to clause 11 which should be submitted in accordance with the Termination Notice process and using the Termination Notice Form or as may otherwise be made available to the Customer by the Nexus Customer Services Desk.
'VALUE ADDED SERVICES'	means the value added services such as installations, insurance, field services, repair etc as may be made available from time by Nexus to the Customer on non discriminating basis and details of which appear on the Price List.
'SYSTEM'	means the cellular GSM UK Network

1. Agreement for the Sale and Purchasing of Equipment

- 1.1. **Nexus agrees:**
 - 1.1.a. To use its reasonable endeavours to ensure that all equipment when delivered is in full working order; and performs in accordance with the manufacturer's description and specification.
 - 1.1.b. Its obligation to sell and supply equipment shall cease as and from the date of the Termination 1.1.c. Notice (although Nexus may thereafter sell and supply equipment at its discretion).
 - 1.1.c. Notice (although Nexus may thereafter sell and supply equipment at its discretion).
- 1.2. Acceptance of the equipment by the Customer shall take place when the Customer takes delivery or possession of the equipment.
- 1.3. Where equipment is provided to the Customer on a free of charge basis, then notwithstanding delivery and acceptance of the equipment title in the equipment shall remain with Nexus until minimum contract is served. Following any upgrade of equipment or disconnection the equipment from the service Nexus shall reserve the right to request the safe return of the equipment from the Customer to Nexus. The Customer shall keep the equipment in good working order during the period of use by the Customer.
- 1.3.a. Nexus reserves the right to charge the Customer any applicable replacement or repair charges as set out from time to time in the PRICE LIST/PROPOSAL for any equipment that is not returned to Nexus in accordance with the provisions of this clause.
- 1.4. Notwithstanding clause 1.2, risk in the equipment will pass to the Customer upon delivery who will be liable for any loss or damage of the same and from the time when the equipment is delivered to the delivery location specified in the sales order/proposal unless the damage is caused by the negligence of Nexus or any third party used by Nexus.

2. Agreement for the sale and purchase of Airtime Service and any Additional Services

- 2.1. **The Customer agrees:**
 - 2.1.a. That any telecommunications equipment provided by Nexus for the purpose of providing the Nexus airtime service shall remain the property of Nexus and the Customer shall be responsible for its proper use. If any part of such telecommunication equipment is lost or destroyed, (except for fair wear and tear) the Customer shall pay Nexus its replacement value. The Customer shall not interfere with or permit any third party to interfere with such telecommunication equipment.
 - 2.1.b. If any cellular Connection is not being used for commercial purposes which includes chargeable calls or data transmission during the first 90 days following the date of connection then Nexus shall be entitled to charge, clawback or adjust any payments, tariffs or discounts made or given in respect of that Connection.
 - 2.1.c. The Customer agrees in using the SMS Services:
 - 2.1.d. Via the Customer's Nexus airtime or other leased, or indirect access to a device which is not connected to the Nexus airtime my incur additional inter-connect charges in respect of transfer of messages to another mobile network operator service and Nexus reserve the right to invoice the Customer, and the Customer agrees to pay such charges.
 - 2.1.e. That each device or equipment is capable of receiving SMS text messages which may originate from a variety of sources and where Nexus are acting as a Service provider and as much as has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Customer's equipment or device, which originate from such sources.
 - 2.2. **Nexus Agrees to:**
 - 2.2.a. Nexus will endeavour to supply a reliable service of engineers for Services rendered by Nexus. Nexus will not be responsible for any repairs or equipment failed to work when third party engineers have been designated to complete a job requested by the Customer or any party with authority to the mobile account.
 - 2.2.b. Nexus will not be responsible for any loss of Service or business, if any third party supplier does not show for the job or the job is not of high calibre. Nexus is only the supplier for the Service rendered and will not be responsible for any damages.
 - 2.2.c. Nexus may amend the tariffs as set out in Nexus's published tariffs and this document by giving written notice. Where the change is due to a change in the rates payable by or to Nexus, Nexus will provide as much notice as possible. In all other cases, Nexus will provide four (4) weeks notice.

3. Delivery and risk of equipment

- 3.1. Property in goods: The goods shall remain the property of Nexus until paid for in full by subscriber and the minimum term is completed.
- 3.2. A 20 % re-stocking fee will be charged for non-defective products returned by the Customer. Returning equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.
- 3.3. Upon receipt of goods by a Customer or any representative of, if a product shortfall, alleged defect or discrepancy is identified then Nexus must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.
- 3.4. Except as expressly provided in this agreement by Nexus all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.
- 3.5. Nexus shall not be liable for any indirect or consequential cost, claims damages or expenses

arising out of the any negligent or tortuous act or omission or any breach of contract or statutory duty.

- 3.6. Nexus shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of Nexus.
- 3.7. Nothing herein shall have the effect of excluding or restricting the liability of Nexus for death or personal injury resulting from its negligence.
- 3.8. Nexus reserve the right to charge carriage in circumstances where the subscriber refuses to accept delivery of goods supplied by Nexus in response to a duly authorised order received from the subscriber.

4. Service Standards

- 4.1. The Customer acknowledges that Nexus is entirely dependant on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime.
- 4.2. Nexus may, where ever reasonable from time to time and without notice suspend the services and provision of customer services in accordance with the service charter and at its discretion suspend the provision of the service to the device in any of the following circumstances without prejudice to its right hereunder, provided that it shall use reasonable endeavours to restore the service, the service charter and reconnect the device as soon as reasonably practicable:
 - 4.2.a. During technical failure, modification or maintenance of the telecommunication systems by which the service are provided; and
 - 4.2.b. During technical failure, modification or maintenance of the Nexus systems by which the customer service in line with the service charter are provided and;
 - 4.2.c. If the Customer fails to comply with the terms of this agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and
 - 4.2.d. If the Customer allows anything to be done which in Nexus's reasonable opinion may have the effect of jeopardising the operation of the services, or the Nexus System or attainment of the service charter; and
 - 4.2.e. If in the reasonable opinion of Nexus, the service is being used in a manner prejudicial to the interest of the Customer and/or Nexus; and
 - 4.2.f. At its discretion Nexus may suspend any device from making calls (other than to the emergency service) and disconnect the Device if Nexus has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen.
 - 4.2.g. Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for the Customer's own security.
- 4.3. During any period of suspension arising from the circumstances detailed 4.2.c to 4.2.f inclusive, the:
 - 4.3.a. Customer shall remain liable for all charges levied in accordance with this agreement.
 - 4.4. If Nexus agrees in their sole discretion to re-instate the Service following a suspension of disconnection, the Customer may be liable for a re-connection fee if the suspension or disconnection is due to the default of the Customer.
- 4.5. The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition the Subscriber must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;
 - 4.5.a. Not use or allow others to use the Service for any improper or immoral or unlawful purpose;
 - 4.5.b. Not act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.
 - 4.5.c. Comply with any reasonable instructions issued by Nexus which concern the Subscriber's use of the Service or Mobile Phone/SIM Card or connected matters.
 - 4.5.d. Provide Nexus with all such necessary information that Nexus may reasonably require and;
 - 4.5.e. Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.
- 4.6. Nexus's minimum call charge is 2p.

5. Sales Order

- 5.1. At any time after the commencement date of the agreement, the Customer may by means of a sales order request a change or variation to the services (but not a disconnection). In placing the sales order the Customer makes use of the agreement originally advised of.
- 5.2. All sales orders shall be subject to the terms of this agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing sales orders shall be ineffective.
- 5.3. The Customer undertakes to use its reasonable endeavours to keep Nexus informed whenever reasonably practicable of likely future sales orders.
- 5.4. Nexus undertakes to use all reasonable endeavours to fulfil the sales order as soon as reasonably practicable and if possible by the requested dates for delivery/ commencement but cannot be held responsible for failure to do so.
- 5.5. As and from the date of any termination notice Nexus shall have no obligation to fulfil any sales order, but may in its discretion choose to do so and for the avoidance of any doubt any device supplied under the terms of this agreement will be charged to the Customer at its full price as appears on the Price List.

6. Disconnection Of Devices

- 6.1. Upon giving of a disconnection notice Nexus will disconnect the relevant device or devices from the service in accordance with the Disconnection Notice upon the expiry date of 30 days from the date of receipt of the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other equipment and in relation to the provisions of Airtime to such other equipment.
- 6.2. In the event that the Customer gives Disconnection Notice to take effect (and resulting in device disconnections) prior to the expiry of the Minimum term (see 10.2) for the particular device concerned, the Customer will pay to Nexus any applicable Termination Fee.
- 6.3. In the event of the Subscriber terminating the agreement before the term specified the following will apply:
 - 6.3.a. Nexus's standard line rental, until the end of the specified term, will be charged on each number within the fleet.
 - 6.3.b. In early termination an administration fee will be charged subject to the discretion of Nexus;
 - 6.3.c. Any equipment supplied free of charge or as part of the discount package will be the property of Nexus and will be returned by the Customer or invoiced to the Customer at Nexus's price list at time of early termination.
 - 6.3.d. Any commission paid or line rental discount provided as part of a discount package may be subject to clawback.
- 6.4. In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.

7. Basis Of Charges

- 7.1. Except in the circumstances described in clause 4.3 the process and tariffs payable by the Customer to Nexus for equipment and airtime are as set out in the business mobile airtime agreement.
- 7.2. The Customer hereby agrees to pay the charges in full without any deduction or set off to Nexus within 14 days following the date of the invoice for such charges.
- 7.3. The charges are exclusive of Value Added Tax
- 7.4. The charges detailed on the Business Mobile Airtime Agreement are available subject to the Customer achieving the minimum holding within three months of the commencement date and maintaining the minimum holding for the duration of the service period.
- 7.5. Where the number of devices connected to the service falls below the minimum holding for a consecutive period of three months Nexus reserve the right to amend the charges accordingly.

8. Billing Arrangements

- 8.1. Without prejudice to any other rights of Nexus in the event of the Customer failing to pay any sums due to Nexus on time or at all notwithstanding delivery of written reminder to the Customer Nexus shall be entitled to:
 - 8.1.a. Reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer; and

- 8.1.b. Suspend the provision of the service, the performance of Customer services to the service charter and/or disconnect devices or equipment from service; until such time that all payments due including all interests incurred has been paid and satisfied in full.
- 8.2. Nexus reserves the right to review any credit applied to this Agreement.
- 8.2.a. Nexus may require from the Customer a deposit as security for payment charges. The Customer may request the return of any deposit paid at the expiry of the 13 months period but the decision to return any deposit prior to termination of the agreement will be at the discretion of Nexus. Nexus reserves the right to set off any deposit against the charges. Nexus may require the Customer to pay by Direct Debit. If the parties agree that payments by the Customer to Nexus are to be made by credit card and if payment of charges are not made on the due date Nexus is authorised to debit the Customer's nominated Credit Card Company with all charges due and payable to Nexus.
- 8.3. Nexus reserve the right to withhold or withdraw discount on any invoices that remain unpaid in accordance with clause 6.2
- 8.4. **Payment Terms:**
- 8.4.a. Payment for all Services will be as follows:
- 8.4.b. Direct Debit payment for services is compulsory,
- 8.4.c. Direct Debit payments will be collected within 14 days of the invoice date unless with agreed exception.
- 8.4.d. Charges for non-Direct Debit is £2.50 + VAT per handset per month until a Direct Debit form is fully completed and received by Nexus or of the duration of the airtime Agreement.
- 8.4.e. Should the Direct Debit fail and it is deemed to be the Customer's responsibility, a charge of £2 + 2% of the invoices value will be charged
- 8.4.f. A 4% surcharge, based on the invoice value, is charged for any credit card payment
- 8.4.g. If the Subscriber fails to pay any part of the aforesaid charges within 30 days from the invoice date Nexus reserves the right to charge interest at the rate of 2% above the base rate of Royal Bank of Scotland PLC from time to time calculated from the 30th day until the date payment is made.
- 8.4.h. Call charges are submitted monthly in arrears and subscription charges (including any applicable subscription charge for mobile extension) are submitted monthly in advance.
- 8.4.i. The subscriber shall notify Nexus of any billing queries within one month of the date of the invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice, or any invoice, by reason of your billing query until it has been received Nexus.
- 8.5. **Other charges:**
- 8.5.a. For the purchase of any hardware, or airtime there is a £5.00 minimum order charge.
- 8.5.b. A charge of £2.50 per invoice is chargeable if the Subscriber requests a copy invoice when the original has already been sent.
- 8.5.c. Carriage charges are also chargeable, please refer to the price list available on Nexus's website or Nexus Customer Services. Prices are subject to change.
9. **Obligations Of the Customer**
- 9.1. This Agreement shall commence on the date of the Connection of each number and shall continue thereafter unless terminated.
- 9.1.a. To give Nexus not less than thirty (30) days written notice of termination after the minimum period.
- 9.2. Will undertake with Nexus that throughout the Service period it will:
- 9.2.a. Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the service or any aspect of them to be suspended; and;
- 9.2.b. Not use or allow its employees to use the equipment or have access to the service for any improper, immoral or unlawful purpose; and
- 9.2.c. Comply with all statutory requirements in relation to the use of the equipment and the service; and
- 9.2.d. Provide Nexus with such information as Nexus reasonably request in connection with this agreement; and
- 9.2.e. Not use the equipment for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications service; and
- 9.2.f. Notify Nexus immediately (and to confirm in writing) on becoming aware that any equipment or device has been lost or stolen or that any person is making improper or illegal use of the equipment or the services.
- 9.3. The Customer will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until Nexus has suspended the Service; and
- 9.3.a. Not damage or tamper with the equipment so as to invalidate any warranty provided by the equipment manufacturer and to pay the standard charges levied by Nexus from time to time applicable to repair work on equipment which is outside (in scope or time) the warranty provided by the manufacturer of the equipment; and
- 9.3.b. Not damaged or tamper with any software so as to invalidate any warranty provided by the supplier of the same; and;
- 9.3.c. Use the equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of Nexus and not to copy (save as permitted by law) reverse engineer or modify the software in any way.
- 9.4. The Customer may use the Service to access the internet, other data networks, web sites and other resources. The customer shall be responsible for all charges which result from such access. Such access shall be at the Customer's own risk, and as the provider of Bearer services and not the Content provider, Nexus shall not be responsible for such content. Where Nexus provides Customers with content directly, such provision shall be subject to specific terms and conditions of supply. Where Customers access Content (whether intentionally, accidentally, with or without Customer's knowledge) which loads software applications to Customer's Equipment that generate communications traffic, the Customer shall be responsible for all charges incurred in such activity.
- 9.5. The Network, and other third parties, provide a wide range of facilities and services that are capable of being accessed by Customers through use of Equipment. In some cases the capability to disable Equipment or SIM cards from being able to access such facilities and services is built into the Network. Where Customers use Equipment to access facilities and services not included in a Service Agreement, the Customer shall pay all charges that result from such access and use. However, where the capability to disable such access is built into the Network and the Customer has made a request in writing that Nexus disable Customer's Equipment and SIM cards from such access, the Customer shall only be responsible for paying those Charges that are incurred up to the date that such written request was received by Nexus.
- 9.6. The term of this Agreement shall also apply to any sales orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to Nexus for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies.
- 9.7. The Subscriber agrees that these terms and conditions shall govern this Agreement between Nexus and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.
- 9.8. The Subscriber must promptly advise Nexus of any change of address in writing and by recorded delivery. Any notice hereunder sent by Nexus to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Nexus.
- 9.9. **Conditions Of Tariff;**
- 9.9.a. The length of the Agreement term and the mobile number remain connected until expiry of the Agreement term.
- 9.9.b. That the Customer fulfils the full term of the contract. That the payment terms are strictly adhered to throughout the term of the contract.
10. **Duration of Agreement**
- 10.1. This Agreement shall commence on the day of each Connection and shall continue for the minimum term and thereafter until the same is brought to an end by means of a Termination Notice.
- 10.2. Minimum Terms; each mobile phone number connected shall have the Minimum Term as stated under this Agreement but in any event not less than thirteen (13) months.
11. **Terminations**
- 11.1. **Termination Notice;**
- 11.2. May be given by either party if the other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty (30) days of written notice specifying the breach and require it's remedy, or the breach is not capable of remedy.
- 11.3. In addition Termination Notice may be given by Nexus at any time on the grounds that:
- 11.3.a. The Customer has persistently failed to pay monies properly due to Nexus under this Agreement; or
- 11.3.b. The Customer is otherwise materially or persistently in breach of the Agreement; or
- 11.3.c. Bankruptcy or insolvency proceedings are brought against the Customer, or if an agreement with creditors is made, or a receiver or administrator is appointed over any of the Customer's assets, or the Customer goes into liquidation; or
- 11.3.d. Airtime becomes unavailable due to the termination of any of Nexus's agreement with the Network Operator(s).
- 11.3.e. If Nexus consider the Customer Equipment or SIM card(s) is being used fraudulently or illegally or if they have been lost or stolen.
- 11.4. Without prejudice to any other claims or remedies which Nexus may have against the Subscriber, Nexus may terminate this Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:
- 11.4.a. If the Subscribers do or allow to be done anything which in Nexus's opinion will or may have the effect of jeopardising the operation of the Services.
- 11.4.b. If the Subscriber provides false or misleading information.
- 11.5. Upon the termination of this Agreement Nexus shall disconnect the Mobile Phone/SIM Card from the System. If Nexus at their sole discretion agree to reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 6.2, 6.2.a, 6.2.b and 6.2.c the Subscriber shall be liable for a reconnection charge of thirty pound (£30) and this agreement shall be deemed to continue.
- 11.6. On termination of this Agreement Nexus reserves the right to charge any applicable termination, administration or porting fee of up to £35.00 per number when the contract ceases and the numbers are moved to another service provider.
- 11.7. Nexus reserves the right to add the reasonable costs incurred in receiving any outstanding debt due from the Subscriber.
12. **Confidentiality & Data Protection**
- 12.1. The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement (including for the avoidance of doubt details of the Customer's employees) which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purpose of the implementation of this Agreement and who agree to be bound by the provisions of this clause without consent in writing of the other.
- 12.2. **Data Protection:**
- 12.2.a. The subscriber acknowledges that details of the Subscribers name, address, and payment record may be submitted to a credit reference agency.
- 12.2.b. Nexus operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Customer agrees that its details, or those of its users, may be used by Nexus for marketing purposes and to inform the Customer of its users from time to time about other wireless telecommunication service or associated technologies. If the Customer does not want its details, or those of its users to be used in this way then the Customer should contact Nexus, Mobile Dept, Lower Ground Floor, Zicon House, Belgrave Street, Leeds, LS2 8DD.
13. **Transfer Of Liability & Assignment**
- 13.1. Nexus may at any time assign its rights under this Agreement to any third party and may subcontract the performance of all or part of the same Agreement.
- 13.2. The Subscriber cannot transfer their obligations to pay charges under this Agreement without Nexus's express consent. Any proposed transfer should be notified to Nexus in advance. If a new user of the Mobile Phone/SIM Card is accepted by Nexus and enters into a new Agreement, satisfactory to Nexus, then it is Nexus's policy to release the existing Subscriber from liability for future charges.
- 13.3. Nexus's acceptance of payment from another person other than the Subscriber does not imply that Nexus has amended any of its rights or obligations of the Subscriber.
- 13.4. The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Nexus, such consent not to be unreasonably withheld or delayed.
14. **Variations**
- 14.1. Nexus may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein. Nexus may vary the conditions of this Agreement to take account of new Legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that the Subscriber is notified of any such variances in writing or by publishing such variation at Nexus's principal place of business.
- 14.2. It is the policy of Nexus to continually review the charges it makes, its service charter and terms upon which it contracts with Customers in order to maintain a competitive advantage over the other providers of similar service and Nexus accordingly reserves the right to vary its process and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.
15. **Miscellaneous**
- 15.1. **Invalidity;**
- 15.2. If any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected by or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision, which is found to be invalid, illegal or enforceable.
16. **Wavier**
- 16.1. The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercises by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.
17. **No Third Party Rights**
- 17.1. Provided by this Agreement a person who is not a party to this Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term agreement but this does not affect any right or remedy of third party which exists available apart from by the Act.
18. **Operative Law**
- 18.1. This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.
19. **Notices**
- 19.1. Any notice or other communication required or permitted under this Agreement to be given in writing to the address of the recipient stipulated therein or as notified from time to time and will be deemed to have been given or made when delivered personally if properly addressed and posted by first class mail in England within two business days of posting and/or if sent by facsimile upon being sent or if sent by e-mail or other electronic means upon such communication being acknowledged has having been received.
20. **Entire Agreement**
- 20.1. **Basis of Agreement;**
- 20.2. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation, proposal understanding and agreements whether written or oral relating to the matter of this Agreement.
- 20.3. The subscriber agrees that these terms and conditions shall govern this Agreement between Nexus and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.
- 20.4. There shall be no Agreement between Nexus and the Subscriber unless and until the Subscriber and Nexus complete and signs the Business Customer Agreement. Provision of the Services does not constitute acceptance of the terms of this Agreement. Each and every Mobile Phone/SIM Card and ancillary Service connected by Nexus to the Network shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence on the date of each mobile phone connection.
- 20.5. The Subscriber must promptly advise Nexus of any change of address in writing and by recorded delivery. Any notice hereunder sent by Nexus to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Nexus. This Agreement shall be governed by and constructed in accordance with English Law.
- 20.6. The entire Agreement between the Subscriber and Nexus will commence only after appropriate credit checks are completed.