



Registration of a Charge

Company name: **RYDAL COMMUNICATIONS LTD**

Company number: **06738960**



X5J0JO9D

Received for Electronic Filing: **04/11/2016**

Details of Charge

Date of creation: **19/10/2016**

Charge code: **0673 8960 0001**

Persons entitled: **TOWER LEASING LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PHILIP ALTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6738960

Charge code: 0673 8960 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2016 and created by RYDAL COMMUNICATIONS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2016 .

Given at Companies House, Cardiff on 7th November 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 19th of October 2016

- (1) **RYDAL COMMUNICATIONS LIMITED**
- (2) **TOWER LEASING LIMITED**

ASSIGNMENT IN SECURITY

CERTIFIED TRUE COPY OF THE ORIGINAL

Gateley Plc

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DATE

19 / 10 / 2016

PARTIES

- (1) **RYDAL COMMUNICATIONS LIMITED** a company incorporated and registered in England and Wales (registered number 06738960) whose registered address is at 143 Eastfield Road, Peterborough, PE1 4AU (the **Chargor**); and
- (2) **TOWER LEASING LIMITED** a company incorporated and registered in England and Wales (registered number 02296333) whose registered address is at Columbia House, 2nd Floor, Station Road, Bracknell, Berkshire RG12 1LP (the **Chargee**).

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this assignment the following definitions will apply:

Administrator

any person appointed to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;

Agreements

the service agreements substantially in the form set out in Schedule 1 made between the Chargor and a customer, under which the Chargor agrees to supply and service communication equipment to the customer and **Agreement** means any one of them;

Assigned Assets

the Agreements, the Authorisations, Collateral Instruments and Equipment including, in each case:

- (a) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them;
- (b) all remedies provided for in any of them or available at law or in equity in relation to any of them;
- (c) the right to compel performance of any of them; and
- (d) all other rights, interests and benefits whatsoever accruing to or for the Chargor's benefit arising from any of them,

together with the Proceeds;

Authorisations

all authorisations (statutory or otherwise) held or required in connection with any Agreement, and all rights in connection with them;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Collateral Instruments

all other contracts, guarantees, indemnities, undertakings, appointments, warranties, bonds, Security and other documents in connection with the Agreements to which the Chargor is a party, or which are in the Chargor's favour or of which the Chargor (directly or indirectly) has the benefit;

Collections Accounts

has the meaning given to that term in clause 8.4.3;

Companies Act
the Companies Act 2006;

Default Interest
any interest accruing in accordance with clause 3;

Default Rate
5% per annum;

Delegate
any delegate, agent, attorney or trustee appointed by the Chargee;

Equipment
the communication equipment which is supplied and serviced under the Agreements;

Event of Default;
has the meaning given to that term in the Loan Agreement;

Insolvency Act
the Insolvency Act 1986;

Loan Agreement
the loan agreement dated on or about the date of this assignment and made between (1) the Chargor (as borrower) and (2) the Chargee (as lender) pursuant to which the Chargee has agreed to make a revolving facility available to the Chargor;

LPA
the Law of Property Act 1925;

Party
a party to this assignment;

Permitted Security
(a) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; or
(b) any Security granted in terms of the Service Documents or with the prior written approval of the Chargee or in favour of the Chargee;

Proceeds
under or in connection with any Assigned Asset:

- (a) all present and future Service Rentals due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (c) all proceeds of any of the foregoing;

Receiver
any receiver, manager or receiver and manager appointed by the Chargee under this assignment;

Secured Liabilities

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever of the Chargor to the Chargee under the Service Documents, including any obligations and liabilities of the Chargor to third parties assigned, novated or otherwise vested in the Chargee together with (i) all interest (including Default Interest), fees, costs, charges and expenses which the Chargee may charge or incur under the Service Documents; (ii) all obligations and liabilities arising under or in connection with any refinancing, novation, refunding, deferral or extension of any obligations or liabilities under the Service Documents.

Security

a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement; and

Service Documents

this assignment, the Loan Agreement and any other agreement or document designated as a Service Document by the Chargor and the Chargee from time to time;

Service Rentals

the payments payable by each customer under each of the Agreements including (without limitation) payments in respect of service and maintenance.

In this assignment, a reference to:

- 1.1.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this assignment;
 - 1.1.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
 - 1.1.3 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this assignment;
 - 1.1.4 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.1.5 a "Party", the "Chargor", or the "Chargee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - 1.1.6 "disposal" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly;
 - 1.1.7 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.1.8 this assignment or any provision of this assignment or any other agreement, document or instrument is to this assignment, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated; and
 - 1.1.9 a time of day is a reference to London time.
- 1.2 The schedules form part of this assignment and have the same effect as if expressly set out in the body of this assignment and shall be interpreted and construed as though they were set out in this assignment.

- 1.3 The contents table and headings in this assignment are for convenience only and do not affect the interpretation or construction of this assignment.
- 1.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.6 "£" and "sterling" denotes the lawful currency of the United Kingdom.

2. COVENANT TO PAY

The Chargor covenants with the Chargee that it will pay or discharge the Secured Liabilities at the times when they are due for payment or, where no time is specified for payment, on demand.

3. DEFAULT INTEREST

- 3.1 Any amount which is not paid under this assignment when due shall bear interest in accordance with the terms of the Loan Agreement (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.
- 3.2 Default Interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at monthly intervals.

4. ASSIGNMENT

- 4.1 As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, **assigns and agrees to assign** absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Chargee all the rights, title, interest and benefit of the Chargor in and to the Assigned Assets.
- 4.2 Following execution of this assignment, the Chargor will promptly execute and deliver to the Chargee a notice substantially in the form set out in part I of schedule 2. The Chargee will hold this notice and may send it to each customer under an Agreement where the Chargee wishes to collect any Proceeds direct or where the Chargee considers that it is necessary to do so to protect the Assignee's rights and interest in the Assigned Assets.

5. NEGATIVE PLEDGE

The Chargor covenants with the Chargee that, during the continuance of the Security created by this assignment, it shall not without the prior written consent of the Chargee:

- 5.1 create, purport to create or permit to subsist any Security (other than Permitted Security) upon any of the Assigned Assets; or
- 5.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Assigned Assets.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Chargor represents and warrants to the Chargee that:

6.1.1 Status

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power to own its assets and carry on its business as it is being conducted;

6.1.2 Authority

it is empowered to enter into and perform its obligations contained in this assignment and has taken all necessary action to authorise the execution,

delivery and performance of this assignment, to create the Security to be constituted by this assignment and to observe and perform its obligations under this assignment;

6.1.3 Binding obligations

the obligations expressed to be assumed by it in this assignment are legal, valid, binding and enforceable obligations;

6.1.4 Entire agreement

the counterparts and instruments or other documents comprising the Agreements as provided to the Chargee before the date of this assignment evidence all terms of the Agreements, and there are no other documents, agreements or arrangements that may affect the operation or enforceability of any Assigned Asset;

6.1.5 Enforceability

no Assigned Asset is void, voidable or otherwise unenforceable and no Security expressed to be created by this assignment is liable to be avoided or otherwise set-aside, on the liquidation or administration of the Chargor or otherwise;

6.1.6 Authority to assign

it is entitled as against the other parties to the Agreements and each of them to enter into and effect this assignment and any consents to and approvals of this assignment which are required have been obtained prior to the date of this assignment;

6.1.7 No waiver

it has not granted any waiver of rights nor any allowance of time nor any forbearance or forgiveness in or in respect of any matter or thing concerning any of the Agreements;

6.1.8 No variation

it has not varied, departed from or altered the terms or conditions of any of the Agreements and no such variation or departure is contemplated;

6.1.9 No claim

it has not made any claim under any of the Agreements whether in reliance on the obligations in any of the Agreements or in respect of any breach of any of the Agreements and has not received or acknowledged notice of any adverse claim by any person in respect of the Assigned Assets or any interest in them;

6.1.10 Due performance and no breach

- (a) it has fully and duly performed all duties and undertakings falling to be performed by it under the Agreements prior to and up to the date of this assignment and is not in breach of any of its obligations under the Agreements;
- (b) nothing has occurred which is or would constitute an event of default (howsoever described) under any Agreement or other document or agreement comprising the Assigned Assets or which would entitle a party to such Assigned Asset to terminate or rescind such Assigned Asset;

6.1.11 No Security

- (a) it is the sole legal and beneficial owner of the Assigned Assets; and
- (b) the Assigned Assets are free from any Security other than any Permitted Security.

6.2 Matters represented

The Chargor makes the representations and warranties set out in clause 6.1 on the date of this assignment and, other than that set out in clause **Error! Reference source not found.**, they are deemed to be repeated on each day during the continuance of the Security constituted by this assignment.

7. GENERAL COVENANTS OF THE CHARGOR

The Chargor hereby covenants with the Chargee that it will:

7.1 Authorisations and statutes

in relation to the Assigned Assets, procure and maintain in effect all approvals, authorisations, consents and registrations necessary or appropriate in relation to the Assigned Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Chargee may require or approve;

7.2 Notify breach

notify the Chargee of any material breach of an Assigned Asset by the Chargor or a counterparty and furnish to the Chargee all particulars relating thereto available to them and inform the Chargee of the steps taken or proposed to be taken by way of compliance;

7.3 No variation or waiver

not make or agree to any material variation, cancellation, waiver or termination of an Assigned Asset or compromise or settle any claim in relation to the Assigned Assets or release any party to the Agreements from any of its obligations in respect of the Assigned Assets or waive any breach of the same or any of the Chargor's rights under the Assigned Assets, except as (in any such case) otherwise approved by the Chargee;

7.4 Exercise of rights

not at any time exercise any right or power conferred on it (or, by virtue of this assignment, on the Chargee) by the Assigned Assets in any manner which the Chargee believes is adverse to the interests of the Chargee under the Service Documents and to exercise any such right or power in the manner directed by the Chargee as agent for the Chargee and allow its name to be used as and when required by the Chargee for these purposes;

7.5 Performance of obligations

7.5.1 at all times observe and perform all its obligations under the Assigned Assets and shall use all reasonable endeavours to secure compliance by each counterparty to the Assigned Assets of their respective obligations under the Assigned Assets;

7.5.2 remain liable to perform the obligations assumed by it in respect of the Assigned Assets and the Chargee shall be under no obligation of any kind whatsoever or be under any liability whatsoever in relation to the Assigned Assets by reason of this assignment or as a result of the Chargor failing to observe, perform or fulfil any of its obligations or liabilities under any Service Document or in respect of any Assigned Asset;

7.6 Preservation of Assigned Assets

not do or permit to be done any act or thing which would or might depreciate, jeopardise or otherwise prejudice the Security held by the Chargee or materially diminish the value of any Assigned Asset or the effectiveness of the Security created by this assignment.

7.7 Deposit of documents

not retain possession of the originals of the Agreements and will prior to any drawdown under the Loan Agreement, deposit with the Chargee the original of each Agreement which the drawdown relates to including the direct debit mandate, together with any certificates, deeds and documents of title relating to the Assigned Assets;

7.8 **Inspect Documents**

permit the Chargor and its representatives to inspect their books of account and other books and documents from time to time;

7.9 **Replacement Agreements**

in relation to the Assigned Assets, replace any Agreements where the Customer ceases to trade or is in payment arrears for more than 90 days.

8. **PROCEEDS**

8.1 The Chargee hereby appoints the Chargor as agent of the Chargee for the purposes of:

8.1.1 administering and collecting all Proceeds; and

8.1.2 at the Chargor's own expense, taking such enforcement action and legal or other proceedings as may be necessary or as the Chargee may require for collection of Proceeds

in each case for the benefit of the Chargee and in accordance with any directions given by the Chargee from time to time and the Chargor hereby accepts such appointment.

8.2 The Chargee may terminate any agency appointment under clause 8.1 at any time.

8.3 For as long as the agency in clause 8.1 continues, the Chargor will not hold itself out to third parties as agent of the Chargee other than for the purposes for which it has been appointed.

8.4 The Chargor hereby covenants and undertakes:

8.4.1 without prejudice to clause 5 but in addition to the restrictions in that clause, not, without the prior written consent of the Chargee, to exercise (or allow any other person to exercise) set-off against any Proceeds nor to sell, assign, charge, factor or discount or in any other manner deal with any of the Proceeds;

8.4.2 not to extend the due date for payment of any Proceeds nor to waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any Proceeds;

8.4.3 if requested by the Chargee, to open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as the Chargee may specify (such account(s) together with all additions to or renewals or replacements of such accounts (in whatever currency) being the **Collections Accounts**) and to procure that all monies which it may receive in respect of the Proceeds are paid into such Collections Accounts as the Chargee may specify from time to time and pending such payment, to hold all such monies so received upon trust for the Chargee and only deal with the monies in any Collections Account in accordance with the written directions of the Chargee from time to time (subject only to such rights as the bank at which the account is held may have); and

8.4.4 where any Collections Account is not maintained with the Chargee deliver to the bank with which the relevant Collections Account is maintained a notice to that bank and procure that that bank has signed and delivered to the Chargee a letter of acknowledgement of such notice in each case in form and content acceptable to the Chargee.

8.5 The Chargor will deliver to the Chargee;

8.5.1 information on the amount and nature of the Proceeds under the Agreements; and

8.5.2 information regarding the Agreements, including defaults and arrears;

every quarter for the duration of this assignment and as the Chargee may from time to time reasonably require, taking into account the requirements of the Service Documents.

9. ENFORCEMENT OF SECURITY

- 9.1 The security constituted by this assignment shall become immediately enforceable upon the occurrence of an Event of Default and the Chargee may, in its absolute discretion, enforce all or any part of the security constituted by this assignment in such manner as it sees fit.
- 9.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this assignment) shall arise on and be exercisable without further notice at any time after the execution of this assignment, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this assignment has become enforceable under clause 9.1. Sections 93 and 103 LPA do not apply to the security constituted by this assignment.

10. APPOINTMENT AND POWERS OF RECEIVER

- 10.1 At any time after the Security constituted by this assignment becomes enforceable, or if so requested by the Chargor by written notice at any time, the Chargee (or any Delegate on its behalf) may:
- 10.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Assigned Assets and/or of the income from any Assigned Asset; and/or
 - 10.1.2 exercise in respect of all or any of the Assigned Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Assigned Assets.
- 10.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 10.3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Assigned Assets and/or the income from such Assigned Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 10.4 If the Chargee enforces this assignment itself pursuant to clause 10.1.2 it will have the same powers as a Receiver in respect of those Assigned Assets which are the subject of the enforcement.
- 10.5 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act or any other statute from time to time in force but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 10.5.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Assigned Assets were they not the subject of this assignment and the Chargor were not in insolvency proceedings;
 - 10.5.2 to take possession of, collect and get in all or any part of the Assigned Assets and/or income in respect of which he was appointed;
 - 10.5.3 to manage the Assigned Assets and the business of the Chargor;
 - 10.5.4 to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 10.5.5 to sell or concur in selling or otherwise disposing of all or any part of the Assigned Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
 - 10.5.6 to carry out any sale, lease or other disposal of all or any part of the Assigned Assets by conveying, transferring, assigning or leasing the same in the name of

- the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- 10.5.7 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Assigned Assets and/or income in respect of which he was appointed, including proceedings for recovery of monies in arrears at the date of his appointment;
 - 10.5.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 10.5.9 to insure, and renew any insurances in respect of, the Assigned Assets as he shall think fit, or as the Chargee shall direct; and
 - 10.5.10 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the Security constituted by this assignment.
- 10.6 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Chargee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Chargee or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Chargee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Chargee and any Delegate.
- 10.7 Any Receiver appointed under this assignment shall be the agent of the Chargor the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 10.8 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or failing such agreement to be fixed by the Chargee) without the restrictions contained in section 109 LPA.
- 10.9 Only monies actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Chargee in satisfaction of the Secured Liabilities.
- 10.10 Neither the Chargee nor any Receiver or Delegate shall be liable in respect of all or any part of the Assigned Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 10.11 Without prejudice to the generality of clause 10.10, entry into possession of the Assigned Assets shall not render the Chargee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Chargee or any Receiver or Delegate enters into possession of the Assigned Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 10.12 All or any of the powers which are conferred by this assignment on a Receiver may be exercised by the Chargee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 10.13 Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an insolvency event in relation to the Chargor.
- 11. APPLICATION OF PROCEEDS**
- 11.1 All monies received by the Chargee or any Receiver or Delegate appointed under this assignment shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this assignment) be applied in the following order:
- 11.1.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the payment of his remuneration;

- 11.1.2 in payment and discharge of any liabilities incurred by the Receiver on behalf of the Chargor in the exercise of any of the powers of the Receiver;
 - 11.1.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) LPA;
 - 11.1.4 in or towards the satisfaction of the Secured Liabilities; and
 - 11.1.5 any surplus shall be paid to any other person entitled to it.
- 11.2 The provisions of clause 11.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this assignment.
- 12. **PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or Delegate or the right of the Chargee or any Receiver or Delegate to exercise any of the powers conferred by this assignment in relation to the Assigned Assets or any part of the Assigned Assets have arisen or become exercisable by the Chargee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 13. **CLAWBACK**
 - 13.1 Any release, discharge, reassignment or settlement between the Chargor and the Chargee shall be deemed conditional upon no payment or Security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge, reassignment or settlement the Chargee shall be entitled to deal with the Assigned Assets and fully enforce the Agreements themselves or to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred.
 - 13.2 If any claim of the kind referred to in clause 13.1 is made against the Chargee under insolvency laws, the Chargee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Chargee does agree or settle the claim, the Chargor will be liable under this assignment as if a court order had been made containing the terms the Chargee has agreed. The Chargor will be responsible for all costs and expenses the Chargee properly incurs defending such a claim.
- 14. **WAIVER OF RIGHTS**
 - 14.1 The obligations of the Chargor under this assignment will not be affected by:
 - 14.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;
 - 14.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
 - 14.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;
 - 14.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this assignment or any other document, guarantee or Security held in connection with the Secured Liabilities;

- 14.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
- 14.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this assignment.

15. CONTINUING SECURITY AND CHARGEES PROTECTIONS

- 15.1 This assignment shall remain in full force and effect as a continuing security until the Chargee shall have certified in writing that the Secured Liabilities have been discharged in full and the Chargee may make one or more demands under this assignment.
- 15.2 This assignment shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Chargee may at any time hold in respect of any of the Secured Liabilities and this assignment may be enforced without the Chargee first having:
 - 15.2.1 recourse to any other right, remedy, guarantee or Security held or available to it;
 - 15.2.2 to take action or obtain judgment in any court against the Chargor or any other person;
 - 15.2.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
 - 15.2.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.

16. FURTHER ASSURANCE AND POWER OF ATTORNEY

16.1 Further assurance

- 16.1.1 The Chargor will, whenever requested by the Chargee and at its own expense, promptly execute such deeds or documents and take any action required by the Chargee to perfect and protect the Security created (or intended to be created) by this assignment or to facilitate the realisation of such Security or otherwise to enforce the same or exercise any of the rights of the Chargee under this assignment. In particular, the Chargor will:
 - (a) execute and deliver to each or any other party to an Assigned Asset a notice substantially in the form set out in part I of schedule 2 (or such other form as the Chargor may reasonably request) and procure that the Chargee receives an acknowledgement from each such party substantially in the form set out in part II of schedule 2 (or such other form as the Chargor may reasonably request);
 - (b) execute a legal assignment in such form as the Chargee may reasonably require over all or any Assigned Asset and give notice of such assignment to the relevant other parties to such Assigned Asset;
 - (c) execute a valid fixed charge over any Collections Account and/or any monies in any Collections Account;
 - (d) otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Chargee may think expedient.
- 16.1.2 Any security document required to be executed by the Chargor pursuant to clause 16.1.1 will be prepared at the cost of the Chargor.
- 16.1.3 To the extent that any Assigned Assets have not been validly assigned to the Chargee under clause 4, the Assignor shall hold each of the Assigned Assets on trust for the Assignee and shall comply with the terms of this assignment as if such Assigned Assets had been validly assigned to the Chargee.

16.2 Power of attorney

16.2.1 The Chargor by way of security irrevocably appoints the Chargee and any Receiver or Delegate (in writing under hand signed by an officer of the Chargee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

- (a) do all things which the Chargor may be required to do under this assignment;
- (b) sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this assignment; and
- (c) sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Chargee or any Receiver or Delegate in the exercise of any of their powers under this assignment, or to perfect or vest in the Chargee, any Receiver or Delegate, its nominees or any purchaser, title to any Assigned Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Assigned Assets.

16.2.2 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 16.2.1.

17. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS

17.1 If the Chargee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Assigned Assets and/or the proceeds of sale of the Assigned Assets, it may open a new account or accounts for the Chargor in its books.

17.2 If the Chargee does not open a new account immediately on receipt of notice under clause 17.1, then (unless the Chargee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Chargee.

18. CONSOLIDATION OF ACCOUNTS AND SET-OFF

18.1 The Chargee shall be entitled without notice to the Chargor (both before and after demand):

- 18.1.1 to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts (including each of the Collections Accounts) of the Chargor with the Chargee with the liabilities to the Chargee of the Chargor; and
- 18.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (including each of the Collections Accounts) in or towards satisfaction of any of the liabilities of the Chargor to the Chargee on any other account or in any other respect.

18.2 The liabilities referred to in this clause 18 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 18 may be denominated in any currency.

19. APPROPRIATION AND SUSPENSE ACCOUNT

19.1 Subject to clause 19.2, the Chargee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.

19.2 All monies received, recovered or realised by the Chargee under this assignment may at the discretion of the Chargee be credited to any suspense account for so long as the Chargee determines (with interest accruing thereon at such rate, if any, as the Chargee may determine for the account of the Chargor) without the Chargee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

20. **PAYMENTS**

- 20.1 Subject to clause 20.2, all payments to be made by the Chargor in respect of this assignment, shall be made in immediately available funds to the credit of such account as the Chargee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any Taxes.
- 20.2 If the Chargor is compelled by law to withhold or deduct any Taxes from any sum payable under this assignment to the Chargee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Chargee of a net amount equal to the full amount expressed to be payable under this assignment.
- 20.3 Any demand, notification or certificate given by the Chargee specifying amounts due and payable under or in connection with any of the provisions of this assignment shall, in the absence of manifest error, be conclusive and binding on the Chargor.

21. **COSTS, EXPENSES AND INDEMNITIES**

- 21.1 The Chargor shall reimburse the Chargee, any Receiver and any Delegate in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Chargee or any Receiver or Delegate in connection with:
- 21.1.1 the negotiation, preparation, execution and completion of this assignment, or any of the documents referred to herein; and
- 21.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this assignment.
- 21.2 The Chargor shall reimburse the Chargee, any Receiver and any Delegate for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this assignment, or any of the documents referred to herein.
- 21.3 The Chargor will on demand indemnify the Chargee and any Receiver or Delegate and any of its and their officers and employees (each an **Indemnified Party**) in respect of all costs, losses (including consequential losses), actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:
- 21.3.1 anything done or omitted to be done in the exercise or purported exercise of the powers contained in this assignment;
- 21.3.2 a claim of any kind made or asserted against any Indemnified Party which would not have arisen if this assignment had not been executed and/or registered; or
- 21.3.3 a breach by the Chargor of any of its obligations under this assignment
- unless, in the case of Clauses 21.3.1 and 21.3.2, it was caused by the negligence or wilful misconduct of the Indemnified Party.
- 21.4 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Assigned Assets, except to the extent caused by its own negligence or wilful misconduct.
- 21.5 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this assignment or any judgment given in connection therewith.

22. **ASSIGNMENT AND TRANSFER**

The Chargee may assign or transfer all or any part of its rights under this assignment. The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other

manner with this assignment or any of its rights under this assignment or purport to do any of the same without the prior written consent of the Chargee.

23. THIRD PARTY RIGHTS

23.1 Subject to clauses 23.2 and 23.3, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this assignment. No Party may hold itself out as trustee of any rights under this assignment for the benefit of any third party unless specifically provided for in this assignment. This clause 23.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

23.2 Any person to whom the benefit of any provision of this assignment is assigned in accordance with the terms of this assignment is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this assignment which confers (expressly or impliedly) any benefit on any such person.

23.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this assignment which expressly confers rights on it.

23.4 Notwithstanding any other provision of this assignment the Chargee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this assignment or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

24. NOTICES

24.1 Any notice given pursuant to this assignment shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice may be delivered by hand or by prepaid recorded delivery first class post to:

24.1.1 in the case of the Chargor, its registered office address for the time being marked for the attention of Steffan John Dancy; and

24.1.2 in the case of the Chargee:

(a) address: Columbia House, 2nd Floor, Stanton Road, Bracknell, Berkshire RG12 1LP

(b) marked for the attention of: Kerry Howells

or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other.

24.2 In the absence of evidence of earlier receipt and subject to clause 24.3, a notice served in accordance with clause 24.1 shall be deemed to have been received:

24.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 24.1, and

24.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.

24.3 If deemed receipt under clause 24.2 occurs on a day which is not a Business Day or after 5.00 pm. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 pm. on the next Business Day.

24.4 For the avoidance of doubt, notice given under this assignment shall not be validly served if sent by fax or e-mail.

25. GENERAL

25.1 No variation to this assignment shall be effective unless made in writing and signed by or on behalf of all the parties to this assignment. A waiver given or consent granted by the Chargee under this assignment will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

- 25.2 Each provision of this assignment is severable and distinct from the others. If at any time any provision of this assignment is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this assignment but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this assignment shall not be affected in any way.
- 25.3 If any provision of this assignment is found to be illegal, invalid or unenforceable in accordance with clause 25.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 25.4 The failure or delay in exercising a right or remedy provided by this assignment or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this assignment or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 25.5 The Chargee's rights and remedies contained in this assignment are cumulative and not exclusive of any rights or remedies provided by law.
- 25.6 This assignment may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
26. **GOVERNING LAW**
- This assignment and any non-contractual obligations arising out of or in connection with it are governed by English law.
27. **JURISDICTION**
- 27.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this assignment (including a dispute relating to the existence, validity or termination of this assignment or any non-contractual obligation arising out of or in connection with this assignment) (a **Dispute**).
- 27.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 27.3 This clause 27 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

THE CHARGOR has executed this assignment as a deed delivered it on the date first set out above.

SCHEDULE 1

Agreements



Rydal Cloud Customer Service Agreement - ONE BOX

Please complete in **BLOCK CAPITALS** in **DARK BLUE** ball point pen and ensure all text remains within the white boxes. Alternatively, please complete on your PC and print or Email a copy.

Account Manager Details

Account Manager

Line Manager: Steffan Dancy

Landline:

Mobile

Email Address

Current Date

Customer Details

Company Name

Primary Contact

Title

First Name

Surname

Job Title

Department

Telephone Number

Mobile Number

Fax Number

Email Address

Please list any other contacts who are authorised to manage your account here

Title

First Name

Surname

Job Title

Department

Telephone Number

Email Address

Company Address

Address 1

Address 2

Town/City

County

Postcode

Billing Contact (if different from above)

Title

First Name

Surname

Job Title

Department

Telephone Number

Mobile Number

Fax Number

Email Address

Billing Address (if different from above)

Address 1

Address 2

Town/City

County

Postcode

Resign of Existing Contract☐ Yes ☐ No

Any changes

Contract Number

Connection Schedule

Quantity	Number or DDI	One Box Username	Location/Purpose (Desk, Conf room, Hot Desk)	Unit Rental	Unit Discount	Total Rental
Total Monthly Rental						

Additional Information

Contact Preferences

From time to time, we would like to contact you with offers and information about products and services of interest to you and your company. Rydal Communication Ltd will not pass your information onto other companies other than to our suppliers for the provisioning of the services.

If you do **NOT** want to receive offers and information about other Rydal Communications products and/or services by **email**, please tick here. ☐

do **NOT** want to receive offers and information about other Rydal Communications products and/or services by **post**, please tick here. If you do **NOT** ☐

want to receive offers and information about other Rydal Communications products and/or services by **phone**, please tick here: **The Telephone** ☐

Preference Service

The Telephone Preference Service (TPS) helps you to make sure your phone number is no longer available to organisations including charities and voluntary organisations who may phone you with offers and information you do not wish to receive. If you would like us to automatically register you for TPS please tick here. ☐

e-billing

Rydal Communications operates a paperless e-billing system, this means you will receive your bill via email. If you do require a paper copy of your bill you will be charged £3.50 to receive it.

☐ I opt out of Rydal Communications e-billing and accept the £3.50 charge

Email address (please give an appropriate email address for your e-bill to be sent to)

Declaration & Signature

I hereby give authorisation to Rydal Communications Ltd to deal with my account for the process of enabling CPS and/or transferring my phone lines to Rydal (delete as appropriate). I confirm that I am a duly authorised representative of the company and that I am authorised to sign this binding document. I have read and agreed to the terms and conditions overleaf.

Contract Period (60 months unless otherwise stated)

Print Name

Signature

Date



DIRECT
Debit

Eazipay Ltd re Rydal Communications
Ltd 12 Papyrus Road
Werington
Peterborough
PE4 5BH

[illegible]

--	--	--	--	--	--

To: The	Bank/Building
Address	
Postcode	

[illegible]

X

2	7	4	4	7	6
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FOR Eazipay Ltd re Rydal Communications Ltd OFFICIAL USE
ONLY This is not part of the instruction to your Bank or
Building Society.

Please pay Fazipay Ltd re Rydal Communications Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Fazipay Ltd re Rydal Communications Ltd and if so details will be passed electronically to my Bank/Buliding Society.

Signature(s)

Date

• Dat



DIRECT
Debit

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- if there are any changes to the amount, date or frequency of your Direct Debit Easyway Ltd re Rydal Communications Ltd will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request Easyway Ltd re Rydal Communications Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- if an error is made in the payment of your Direct Debit by Easyway Ltd re Rydal Communications Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society

If you receive a refund you are not entitled to, you must pay it back when Easyway Ltd re Rydal Communications Ltd asks you to.

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS FOR ONE BOX ON RYDAL CLOUD SERVICES;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;
- (iii) THE SERVICE AGREEMENT;
- (iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) ANY FURTHER CONDITIONS RELATING TO SPECIFIC SERVICES.

The terms of this agreement form part of the conditions of sale, and shall be incorporated into the Service Agreement signed by the customer. These terms are to be read in conjunction with our general terms and conditions. If your Rydal Cloud solution includes our Ethernet product, then the Conditions for Ethernet Services shall also apply. No individual set of terms will individually constitute a full service contract for this Service. In the event of any conflict or inconsistency between the terms within these conditions and the general terms and conditions, then the terms within these conditions will prevail.

1. THE SERVICE

1.1 We will supply you with the services in accordance with our conditions and the accompanying signed Service Agreement and fully completed customer requirement form, the combination of which will form a service contract between the parties.

1.2 All details specified on the proposal document, Service Agreement and customer requirements form (CRF) are based on information supplied by you and/or collected during a site survey (remote or onsite), and may be subject to amendment in accordance with Clauses 1.4 to 1.6 below.

1.3 We and/or our subcontractors may conduct surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee require amending.

1.4 Where we determine that amendments are required, we will submit to you a replacement proposal document and Service Agreement reflecting any such changes. If the replacement Service Agreement is agreed by you in writing or by email, the replacement Service Agreement will immediately supersede the original Service Agreement (which will be immediately cancelled). If you do not agree the replacement Service Agreement, both the original Service Agreement and replacement Service Agreement will be cancelled by us 14 days after notification of such amendments.

1.5 Following the completion of the surveys and, if required, the agreeing of the replacement Service Agreement, we will confirm to you when the Service will commence.

1.6 We will use reasonable endeavors to meet any agreed times or dates, but time is not of the essence in respect of those times or dates and you acknowledge that all timeframes are estimates only and that service levels are target service levels only.

1.7 Throughout the provisioning process, we will need to communicate with named member(s) of your staff to arrange access to your premises. Any delays to these requests by you will delay Service Commencement Date and we will not be liable for any such delay.

1.8 To enable us to provide the Installation Service, you will:

1.8.1 prepare the Sites and your networks in accordance with our instructions. You are responsible, at your own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install equipment if they perceive a hazard or risk,

1.8.2 provide us with full access to your Sites and networks and make available such office and technology facilities as may be necessary for us to provide the Service,

1.8.3 provide a suitable operating environment for the equipment in accordance with the manufacturer's operating

instructions,

1.8.4 promptly furnish us with such information and documents as we may reasonably require for the proper performance of the Services,

1.8.5 obtain all third party consents, licenses and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services, and

1.8.6 put in place adequate security and virus checking procedures in relation to any computer facilities to which you provide us with access.

1.9 All Equipment provided by us will remain our property until paid for in full. Where Equipment is provided as part of a monthly Service Fee or is not paid for in full we reserve the right to request return of the Equipment at your cost. You agree to return such equipment to us on termination of your contract for any reason.

1.10 We reserve the right not to provide the Service to any Site and to withdraw our provisional acceptance of an order for reasons including, but not limited to:

1.10.1 the distance between a Site and our point of presence or its underlying service provider,

1.10.2 if a site survey finds that a site is not suitable for the provision of the Service,

1.10.3 if you do not agree to pay any excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed;

1.11 We or our nominated subcontractor will install the Service and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and we shall be entitled to invoice you for such Service from this date.

1.12 Provision of the Service may be subject to the completion of a satisfactory site survey(s) by us or our subcontractor. You acknowledge that it will be necessary for us or our subcontractor to visit the installation Site or Sites to conduct such survey(s) and for the purposes of installation.

1.13 Where an appointment is made for us or our subcontractor to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed due to:

a) the inability of us or our subcontractor, through no fault of our / their own, to complete the work,

b) the inability of us or our subcontractor to gain access to the site or sites or any part thereof which is necessary for the work,

c) the appointment is broken by you,

d) your failure to prepare the site in accordance with 1.8 or any other preparatory instructions we may have given you, or

e) any other reason where we or our subcontractor are not at fault, we will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times and will be confirmed to you at the time.

1.14 Unless otherwise agreed in writing between the parties you must agree an appointment for installation at a Site within 14 days of notification by us of our preferred installation date. In the event that you do not agree such an appointment, the appointment will be deemed to have been fixed for our preferred installation date unless a revised Required Date is subsequently agreed.

1.15 If your Rydal Cloud Service includes our Ethernet or Assured access then, unless you have ordered an installation of the router, it is your responsibility to install the router at the Site or Sites where this is required and neither we nor our subcontractor shall bear any liability for any delay your failure to install may cause.

1.16 We will maintain your Service to the Service Demarcation Point.

1.17 Where we agree you may use/supply your own router for any part of the Service then you agree that all responsibility and liability for such equipment remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by equipment not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own router(s) will affect the Demarcation Point of the Service.

1.18 We do not issue any IP address to be used with this Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw or change this address if for any reason the address ceases to be available.

1.19 If you request and we agree to upgrade your bandwidth of the underlying access, then additional charges will apply and we will advise you of these at the time.

1.20 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances you should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.

1.21 Where we agree that you may use your existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by us then it is your responsibility to ensure such access meets the necessary requirements and functionality as defined in the non-Rydal access Customer responsibilities document, a copy of which is available on request. Your failure to meet such requirements and functionality may result in quality and set up issues or may mean the Rydal Cloud Service will not work. Where we do not provide the access, you agree that all responsibility and liability for such access remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by access not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own access will affect the Demarcation Point of the Service.

1.22 Where we agree that you may use a third party to install the Service then you agree to indemnify us from any direct or indirect claims or losses, financial or otherwise, that you may incur as a result of such installation by a third party. Use of a third party installer will affect the Demarcation Point of the Service.

1.23 At the end of each Working Day, if requested by us, you agree to sign off for the work carried out that day by us or our subcontractor. In the absence of an authorised representative then you agree that our sign off shall have equivalent effect as if you had signed it off. Such sign off shall not constitute full Acceptance as defined in Clause 2.

1.24 Where we provide you with any of the user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and you have not allocated these features to a user then we reserve the right to recover such unallocated features from your account. You can replace these features or add additional features at any time.

2. ACCEPTANCE

2.1 We will notify you when the Installation Service has been completed. You will inspect and test the Service for the purpose of Acceptance ("Acceptance Testing"). During Acceptance Testing, you may notify us by email, telephone or fax of any material non-conformity of the Service.

2.2 To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, we will use our reasonable endeavors to remedy such non-conformities.

2.3 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:

- a) your written confirmation to us or our subcontractor that the Acceptance Testing has been completed,
- b) where you have not notified us under Clause 2.2, five (5) Working Days from the date of our notification to you that the Installation Service has been completed, or
- c) where you have notified us under Clause 2.2 of material non-conformities, five (5) Working Days from the date on which the notified non-conformities were remedied, or immediately upon our demonstration that the notified non-conformities will not, in our opinion, have a detrimental effect on the Service.

2.4 Any additional time incurred by us remedying non-conformities notified by you under Clause 2.2 above shall, at our sole discretion, be reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by us investigating any notified non-conformities which later are found not to exist, will be charged to you as a professional service on a time and materials basis in accordance with our then current standard rates.

3. YOUR OBLIGATIONS

3.1 You will be responsible for procuring any third party consents that may be required by us (and/or our subcontractors) to provide the Installation Service and/or the Service, including, for example, landlord consents, wayleave consents and access consents. You will be responsible for the costs of procuring any such third party consents.

3.2 You will be responsible for providing named contacts (and any replacement contact(s)) and ensuring that they have the appropriate level of authority to make decisions relating to the Installation Service and the Service.

3.3 Where any part of the Service is a professional service to be provided at a Site, you will ensure that our staff and contractors have a safe place to work, and you will notify us (and our contractors where applicable) of any health and safety rules which apply to that Site. We will use our reasonable endeavors to ensure that our staff and contractors comply with such rules when working on your premises.

3.4 You will:

- 3.4.1 perform all your obligations under the Contract,
- 3.4.2 follow our reasonable instructions,
- 3.4.3 provide us with up-to-date information, cooperation, support, and access, at your cost, to enable us to perform our obligations under the

Contract,

- 3.4.4 provide us with office, information technology, and telecommunications facilities (including full remote access), at your cost, to enable us to perform our obligations under the Contract,
- 3.4.5 supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Installation Service and the Service, and
- 3.4.6 keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice, and
- 3.4.7 comply with and maintain compliance with all such laws and regulations that relate to their provision of

telecommunications and other products or services supplied by us.

- 3.5 You will not allow any unauthorised user or any third party to access or use the Equipment and / or the Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the Service.
- 3.6 The Services permits may allow you to upload music files for the music on hold feature. You agree to obtain any necessary licenses and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so.

4. YOUR USE OF THE SERVICE

- 4.1 You will not use the Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the Service (or its use) infringes any Laws.
- 4.2 You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe the intellectual property rights of Rydal Business Communications or any third party. You will indemnify and keep us fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause 4.2.
- 4.3 You agree that:
 - 4.3.1 all Equipment will be housed in accordance with our or our subcontractors' instructions,
 - 4.3.2 Equipment shall be kept at your premises and stationary at all times,
 - 4.3.3 you will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,
 - 4.3.4 you will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by our authorised representative,
 - 4.3.5 you will not remove, tamper with or obliterate any words or labels from the Equipment or any parts thereof,
 - 4.3.6 you will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time,
 - 4.3.7 you will not use any Equipment not approved in writing by us,
 - 4.3.8 you are responsible for maintaining all in life changes by using the online portal if made available to you. You agree to pay our standard charges applicable at the time where you request us to make changes on your behalf. If in life you require portal access to be set up this will carry a charge and training fees may apply.

5. EQUIPMENT MAINTENANCE

- 5.1 If ordered, the Equipment Maintenance service level will be as detailed in the Maintenance Service Agreement or customer requirements form.
- 5.2 Equipment Maintenance Covers Equipment provided as part of the Installation Service but for the avoidance of doubt it excludes, but is not limited to, the following: any Equipment not provide by us or our subcontractor, cabling or telephone handsets where provided.
- 5.3 Equipment Maintenance cover must be taken at the time of ordering the Service and cannot be added subsequently. We may from time to time allow Maintenance to be added subject to a MAT (machine acceptance test).
- 5.4 Equipment Maintenance cover is provided in accordance with the Equipment Maintenance Service Description which is available on request.
- 5.5 Equipment Maintenance cover is provided for the

duration of the initial minimum term as specified on the Service Agreement. At the end of the initial minimum term, the contract will automatically renew for a further period of twelve (12) months, on a rolling twelve (12) month basis, unless we receive prior notice from you giving a minimum of ninety (90) days written notice of your wish to terminate the Equipment Maintenance cover. Termination of the Equipment Maintenance cover does not constitute termination of the Service unless specifically requested by you.

- 5.5 We shall not be liable for any failure to achieve the required service level to the extent that such failure results from:
 - 5.5.1 your breach of any of your obligations under these terms,
 - 5.5.2 a failure attributable solely to the use of public telecommunications links,
 - 5.5.3 an event of force majeure or matter beyond our reasonable control as defined in our Conditions for Communication Services.
- 5.6 Without prejudice to any other right or remedy you may have under this Agreement, if we fail to meet any of the service level commitments we will use reasonable endeavors to remedy such failures which will include us or our subcontractor:
 - 5.6.1 investigating the cause of the failure or problem and discussing investigation results with you,
 - 5.6.2 finding a solution to such failures that is acceptable to you,
 - 5.6.3 advising you of the status of all remedial efforts.
- 5.7 In the event that the failure to achieve the required service level is only partially the result of any matter falling within Clause 5.5 the actual performance of us or our subcontractor in relation to the required service level shall be adjusted to such level as the parties agree would have been achieved but for the impact of such matters. In the event that the parties are unable to agree upon the appropriate adjustment the matter shall be referred to an expert for determination.

5.8 Equipment Maintenance is subject to a fair use policy. We may have to curb the usage of the Equipment Maintenance service should you become a persistently high user of the Equipment Maintenance service whereby it can be shown that the causes of the usage are configuration changes initiated by you and not network faults or errors. We will engage with you to ascertain the reason for persistent high usage and work on solutions that will allow the usage to return to a more reasonable level. In cases of sustained high usage due to configuration changes initiated by you then we reserve the right to notify you that the work will become chargeable and then charge you the hourly rate as applicable at the time.

5.9 If Equipment Maintenance has not been ordered, then the replacement of the faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required, then this will be chargeable to you and will be arranged within usual working hours. Except where a relevant Equipment Maintenance contract is entered into, we will provide assistance to you in dealing with manufacturers but we will accept no liability in respect of any defect or breakdown of Equipment or any losses, financial or otherwise, as a direct result of such defect or breakdown.

5.10 Save as expressly provided by this Clause 5 we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

6. RISK AND WARRANTY

6.1 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.

6.2 For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "defect"), you will immediately notify us of such defect, and we will investigate such defect. If

we agree that the Equipment has a defect, we will replace the Equipment.

6.3 Where we agree you may provide your own equipment at the outset or as a replacement, you will, at your own cost, be responsible for repairing, maintaining, and replacing any equipment that no longer operates in accordance with its manufacturer's specifications. Where you replace the Equipment, the replacement shall be (i) equivalent to the original's functionality and performance, and (ii) approved by us in writing. You will be responsible, at your own cost, for (i) reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by us as a professional service at our then current standard rates), and (ii) installing such reconfigured replacement in place of the original.

6.4 Any impact on the Service caused by substandard performance or non-availability of the Equipment under Clauses

6.2 or 6.3 shall be excluded from our service level obligations under the Agreement, and such exclusion shall continue for as long as any of the circumstances in Clauses 6.2 or 6.3 continue.

7. FEES AND PAYMENT

7.1 All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed after the site survey. Additional charges, such as but not limited to excess construction charges, may be applied, following the site survey. All prices are quoted exclusive of VAT. Prices are valid for 30 days only.

7.2 Following Acceptance, you must pay the Service Fee monthly in advance, the Installation Fee upfront and any usage fees, if applicable, monthly in arrears. If specified on the Service Agreement, you may pay the Installation Fee monthly in advance in lieu of the upfront fee.

7.3 Unless otherwise agreed by us in writing, any discount specified on the Service Agreement shall only apply during the Initial Term, and shall not apply to subsequent Service periods.

7.4 After the Initial Term, we shall be entitled to revise any fees under the Service Agreement to reflect our then current standard rates by giving you not less than thirty (30) days' written notice.

7.5 We shall be entitled to increase the Service Fee at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier, or legal or regulatory change. Any such increase in the Service Fee will not exceed the increased cost incurred by us in providing the Service.

7.6 We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any fees under the Agreement. You agree to enter into (and / or procure the execution of) any agreement or deed reasonably required for any such purpose.

7.7 All Charges due to us for traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

7.8 Should any of your site configuration change following site survey and additional engineering time or equipment is required to fulfil the installation, to avoid the need for a re-scheduled appointment, you agree to any additional works that may be carried out by our engineer up to a value of £500 without us seeking further confirmation from you. Should the value exceed £500 then we will only carry out this additional work on your written or email confirmation.

7.9 Any additional connections are applicable to a new site survey.

8. SERVICE SUSPENSION

8.1 By giving reasonable notice to you, or if this is not

practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) for reasons to include but not limited to:

8.1.1 for operational reasons in accordance with the service levels, or

8.1.2 if required because of a regulatory or legal change, or

8.1.3 if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service, or

8.1.4 if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers, or

8.1.5 If we have reasonable grounds to believe that you are in breach of your obligations, and you either fail to remedy that breach or fail to demonstrate to our reasonable satisfaction that no breach took place within two (2) Working Days of written notice of the suspected breach for a serious breach (serious breach to include, but not limited to, a breach likely to cause serious damage to us or our brand, or that of our contractors, or result in legal action by a third party) or within ten (10) Working Days of written notice of the suspected breach for other breach, or

8.1.6 if an undisputed invoice (or an undisputed part of an invoice) is not paid in full by the due date, provided that we have given you at least five (5) Working Days' notice of such non-payment.

8.2 Suspension of the Service shall cause our service level obligations to be excluded for the period of the suspension. Such suspension of the Service shall continue for as long as any of the circumstances in Clauses 8 continues.

9. TERM AND TERMINATION

9.1 Your obligations under this Agreement will commence on the date you sign the Service Agreement. The term of the contract as indicated on the Service Agreement will start on the date of Acceptance and, for multi Sites, is applicable on an individual Site by Site basis. The contract will then continue for the initial minimum term stipulated within the Service Agreement. For the avoidance of doubt, if not specified on the Service Agreement, the initial minimum term of contract is sixty

(60) months. At the end of the initial minimum term, the contract will automatically renew for a further period of twelve (12) months, on a rolling twelve (12) month basis, unless we receive prior notice from you giving a minimum of ninety (90) days written notice of your wish to terminate the Service. Such termination is not to take place earlier than the expiry of the current term or renewed term.

9.2 We shall have the right, by giving written notice to you, to terminate the Agreement immediately if you:

9.2.1 commit any material breach of your obligations, and fail to remedy that breach within twenty-eight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Agreement may be terminated by written notice immediately), or

9.2.2 have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with your creditors or petitions for an administration order, or has a receiver or manager appointed over any of your assets, or generally becomes unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

9.3 We may terminate the Service or part thereof on days written notice to you provided that such notice extends the termination date beyond the end of the minimum term as set out in the Service Agreement.

9.4 Where the Agreement is terminated or otherwise

brought to an end, all Service Fees for the remainder of the initial term or the renewed term (as applicable) shall become payable immediately.

9.5 If you cancel an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by us, you agree to reimburse us for any costs we have incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time. We will take all reasonable steps to mitigate any such costs but in the case of cancelling an Installation Service then the cancellation charge may include the cost of lost revenue incurred whilst we or our subcontractors re-allocate staff who would have otherwise been engaged in your installation where we cannot re-allocate such staff at short notice and this does not constitute a penalty. If you have had a site survey, you will pay the full site survey charges. If the Service includes any excess construction charges such charges will be payable in full by you on cancellation of an ordered Service. If we have provided you with any Equipment you will return such Equipment to us immediately in full working order at your cost.

9.6 We shall have the right to terminate the Agreement immediately if required because of a regulatory or legal change or are required to do so by a direction of Ofcom.

9.7 Our 30-day peace of mind offer allows you to return all equipment provided in acceptable resale condition and allows you to terminate the agreement at no contractual penalty cost. You agree to pay us 30 days' service costs and £450 for set up. Damaged goods will be invoiced to you at the RRP. Any cabling infrastructure completed will remain your property, only the cabinet, switches, patch panels, routers and phones will need to be returned. On termination of the agreement Rydal will not accept liability or responsibility for works carried out on any cabling work.

9.8 On termination it is your responsibility to arrange with your new provider any number porting agreements. There is no guarantee that numbers can be ported to a new provider and you accept on signing this agreement that numbers may stay with Rydal Communications LTD. Any numbers porting out will incur a £50 fee each.

9.9 If you terminate your service or services before the end of the minimum term you will be charged an administration fee of £99 per user or service.

10. LIABILITY

10.1 We shall not be liable for any delay or failure in performing our obligations or failure to meet any dates under the Agreement caused by any circumstances beyond our reasonable control (such circumstances including, without limitation, any regulatory or legal change).

10.2 All warranties, conditions, obligations, or implied terms which are implied into the Agreement by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

10.3 We do not exclude or limit our liability for death or personal injury caused by our negligence, and/or

10.3.1 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.), and / or

10.3.2 breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods), and / or

10.3.3 fraudulent misrepresentation.

10.4 We shall not be liable to you for any loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, loss of data and / or perceived damage to reputation.

10.5 We have no liability for any failure to meet the Required Date or for any failure to meet any service levels or to repair a fault within any given timeframe.

10.6 The overall Service may consist of elements not provided by Rydal (such as but not limited to access circuits, routers, installation) which affects the Service Demarcation Point. You agree that we shall not be responsible or liable for any element of the overall Service not provided by Rydal nor for any affect the non-Rydal elements may have on the Service.

11. DEFINITIONS

"Acceptance" – acceptance by you that the Service has been completed successfully, in accordance with Clause 2.3. "Equipment" – the preconfigured router, power over Ethernet switches (POE), handsets or any other Equipment we may provide as part of the Service.

"Equipment Maintenance" – an optional feature providing on-going maintenance of some Equipment provided as part of the Service and the Installation Service as further detailed in the "Equipment Maintenance Service Description".

"Network(s)" – the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.

"Installation Fee" – the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Service Agreement or other amended documentation following site survey.

"Installation Service" – the work (if any) carried out by us or our subcontractor at each Site to enable you to receive the Service, normally carried out between 0900 and 1730 on a Working Day.

"Required Date" – the date you wish the Service to commence.

"Service Agreement" – our completed and signed order form for services and / or products incorporating the product order form(s) and customer requirements form(s).

"Service" – the services, as specified on the Service Agreement, and as may be further detailed in the Order Form and / or the customer requirements form detailing the Sites, Installation Service, Equipment, and Service, the related configuration, solution design, and setup of these, and any project documentation for the Installation Service.

"Service Demarcation Point" – the point(s) to which we will maintain the Service(s). The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. The Service Demarcation Point for the main Rydal Cloud service is typically identified as the connection between the access and the Rydal Cloud service, managed by our Session Border Controllers (SBCs) within the network. Where we have supplied the access with the Rydal Cloud Service, the point of demarcation will be the customer side port on the pre-configured Rydal supplied router. Where we provide the access and the Installation Service and you take the Equipment Maintenance then the Demarcation Point will be the Rydal provided handset. In all cases Rydal will honor any manufacturer warranty on the Rydal provided handsets.

"Service Fee" – monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.

"Working Day" – any day falling on or between Monday to Friday, but excluding all English public and bank holidays.

"You" – the entity which contracts with us.

"We" or "Us" – Rydal Business Communications Ltd, incorporating Rydal Network Services, and / or our chosen subcontractor(s).

SCHEDULE 2

Form of Notice of Assignment

[To be printed on the letterhead of the Chargor]

[date]

Dear Sirs

Your agreement(s) with us for communication services (the Agreement)

We are writing to advise you that we have assigned to Tower Leasing Limited (**Tower**) all our rights, title, interest and benefit in and to the Agreement.

We irrevocably instruct and authorise you to:

- comply with the terms of any written instructions received by you from Tower from time to time relating to the Agreement, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions (including in relation to the payment of any sums referred to in the Agreement);
- hold all sums from time to time due and payable by you to us under the Agreement to Tower's order;
- pay, or release, all monies to which we are entitled under the Agreement to Tower, or to such persons as Tower may direct; and
- disclose information in relation to the Agreement to Tower on request by Tower.

Neither the assignment of the Benefit of the Agreement to Tower nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Agreement.

Subject to the above, you may continue to deal with us in relation to the Agreement as agent of Tower until you receive written notice to the contrary from Tower. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and you must deal only with Tower.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Agreement without Tower's prior written consent.

The instructions in this notice may only be revoked or amended with Tower's prior written consent.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to Tower at Columbia House, 2nd Floor, Stanton Road, Bracknell, Berkshire RG12 1LP marked for the attention of Kerry Howells, with a copy to us.

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

Yours faithfully

.....
Rydal Communications Limited

CHARGOR

EXECUTED and DELIVERED as a DEED)
by RYDAL COMMUNICATIONS LIMITED)
acting by a director in the presence of:)

Director

Witness Signature

Witness Name

Address

Occupation

CHARGE

SIGNED by a director on behalf of TOWER)
LEASING LIMITED:)
)

Director