Carbon Communications Limited Standard Terms and Conditions

For contracts entered into on or after 3 June 2026

Carbon Communications Limited (Company No. SC877650)

28 Albyn Place, Aberdeen, United Kingdom, AB10 1YL

If you need this document in an alternative accessible format, please contact Carbon Communications Limited using the contact details provided in your order documentation. Please read these terms carefully. In particular, your attention is drawn to the provisions dealing with automatic renewals, unauthorised or fraudulent use, charges and payment, cancellation charges, and limits on liability.

1. Interpretation

1.1 Definitions. In these terms, unless the context requires otherwise, the following expressions have the meanings set out below:
Bribery Act means the Bribery Act 2010, any guidance issued under it, and any other applicable UK anti-bribery or anti-corruption legislation and regulations.
Business Day means any day other than a Saturday, Sunday or public holiday on which banks in London are open for normal business.
Carrier means any third-party telecommunications operator, network provider or communications supplier engaged in connection with the Services.
Charges means all fees, recurring charges, usage charges, one-off sums and any other amounts payable by the Customer for Equipment and/or Services under the Contract.
Commencement Date means the date on which the relevant Service begins, being the applicable start date stated in the Order Form or, where no date is stated, the date determined under the relevant service provisions.
Conditions means these standard terms and conditions, as amended from time to time in accordance with the Contract.
Contract means the legally binding agreement between Carbon Communications Limited and the Customer for the provision of the relevant Services and/or Equipment, consisting of the Order Form, any service-specific terms, the applicable price guide and these Conditions in that order of priority.
Contract Date means the date on which the Contract is formed in accordance with clause 2.
Customer means the person, company or organisation identified in the Order Form as purchasing the Services and/or Equipment.
Customer Default means any act, omission, delay, failure or breach by the Customer that prevents or delays Carbon Communications Limited from performing its obligations.
Data Protection Laws means all legislation and regulations relating to data protection, privacy and electronic communications applicable in the United Kingdom from time to time, including the Data Protection Act 2018, the UK GDPR, and PECR.
Equipment means any hardware, devices, routers, handsets, accessories or other items supplied, installed, leased or made available under the Contract.
Extended Term means any renewal period that applies after the Minimum Term under the relevant service provisions.
Minimum Term means the minimum duration of the Contract for the relevant Service as stated in the Order Form or, if none is stated, the default minimum term applicable to that Service.
Order means the Customer's request for Services and/or Equipment as set out in the Order Form and accepted in accordance with these Conditions.
Order Form means the ordering document issued by Carbon Communications Limited, whether in paper or electronic form, which records the Services, Equipment, commercial details and service-specific arrangements requested by the Customer.
Services means the services to be provided by Carbon Communications Limited under the Contract, including any one or more of installation, maintenance, fixed network, data, IT support, Microsoft services, cyber security awareness services and mobile services, as applicable.
Service Specific Conditions means any additional policies, technical terms, service definitions, notices or procedures incorporated into the Contract and applying to the relevant Service.
Site means the Customer premises identified in the Order Form where Services are to be delivered, performed or installed, or where Equipment is to be delivered or located.
Small Business Customer means a qualifying business or not-for-profit customer falling within any applicable telecoms regulatory definition of a small business customer.
Specification means the written description of the relevant Services and/or Equipment contained in or referred to by the Order Form.

1.2 Construction. In these Conditions: (a) references to a person include an individual, corporate body, partnership, unincorporated association and any other legal or commercial entity; (b) references to a party include its successors and permitted assigns; (c) references to legislation include any amendment, extension, re-enactment or replacement of that legislation and any subordinate legislation made under it; (d) words such as including, includes and in particular are illustrative only and do not limit the general meaning of the words that precede them; and (e) references to writing or written include email, but not fax.

2. Basis of Contract

2.1 An Order Form issued by Carbon Communications Limited constitutes an offer to provide the relevant Services and/or Equipment on these Conditions and any applicable service-specific terms. That offer may be withdrawn at any time before acceptance.
2.2 The Contract comes into existence when Carbon Communications Limited receives the Order Form duly signed or otherwise validly accepted by or on behalf of the Customer, whether electronically or otherwise, unless the relevant service provisions state that commencement is conditional on additional requirements being met. If the signed Order Form is not returned within 12 months of issue, the offer may be treated as lapsed unless otherwise agreed.
2.3 The Contract represents the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, representation or promise not expressly set out in the Contract documents.
2.4 Any brochure, illustration, sales literature, sample, estimate or descriptive material issued by Carbon Communications Limited is provided for general guidance only and does not form part of the Contract.
2.5 These Conditions apply to the exclusion of any other terms the Customer seeks to impose or incorporate. If there is any inconsistency between the Order Form, any Service Specific Conditions and these Conditions, the order of precedence shall be: Order Form first, then Service Specific Conditions, then these Conditions.
2.6 Any quotation is valid only for the period stated in it or, if no period is specified, for 20 Business Days from its date of issue, and does not itself constitute an offer capable of acceptance.
2.7 The Customer confirms that it is contracting wholly or mainly for the purposes of its business, trade or profession and not as a consumer.
2.8 Unless otherwise stated, each order for a separate service category may be treated as a separate Contract, even where multiple services appear on the same Order Form.
2.9 Delay or failure in supplying one Service shall not, by itself, entitle the Customer to terminate any separate Contract relating to another Service.

3. Supply of Services

3.1 Carbon Communications Limited shall provide the Services with reasonable care and skill and, subject to the Contract, in all material respects in accordance with the relevant Specification.
3.2 Any implementation, delivery, installation or activation date stated by Carbon Communications Limited is an estimate only unless expressly agreed otherwise in writing. Time shall not be of the essence for performance of the Services.
3.3 Carbon Communications Limited may make changes to the Services where reasonably necessary to comply with law, regulatory requirements, security obligations, operational requirements or technical developments, provided that such changes do not materially reduce the overall nature of the Service without proper notice where required.
3.4 Except where expressly stated, Carbon Communications Limited does not warrant that any Service will be uninterrupted, error-free or available at all times, particularly where the Service depends on third-party networks, suppliers, software or infrastructure.

4. Equipment, Installation and Maintenance Services

4.1 Any order for Equipment is subject to availability. Carbon Communications Limited will use reasonable endeavours to supply Equipment and carry out installation services within any estimated timeframe, but such timeframes are indicative only.
4.2 Delivery shall take place when Equipment arrives at the Site identified in the Order Form. Risk in Equipment passes to the Customer on delivery, but title will not pass until all sums due for that Equipment and any related installation charges have been paid in full.
4.3 Until title has passed, the Customer must keep the Equipment in good condition, keep it insured for its full replacement value, not remove or obscure any identifying marks, and not sell, charge, encumber or dispose of it without prior written consent.
4.4 Where Equipment is provided on loan, hire, rental or otherwise without transfer of ownership, it remains the property of Carbon Communications Limited and must be returned promptly upon request or on termination of the relevant Service.
4.5 Maintenance services will apply only to the Equipment specified in the Order Form, unless otherwise agreed in writing. Unless stated otherwise, maintenance does not include rectification of faults caused by misuse, accidental damage, third-party interference, power issues, vandalism, environmental damage, unsupported software or equipment not supplied or approved by Carbon Communications Limited.
4.6 The maintenance service shall begin on the applicable Commencement Date and continue for the Minimum Term. Thereafter it will renew automatically for successive Extended Terms unless either party gives written notice no later than 90 days before the end of the current term.
4.7 If Carbon Communications Limited carries out work that falls outside the agreed maintenance scope, or where a fault has been caused by an excluded event, additional charges may apply in accordance with the applicable Charges.
4.8 The Customer is responsible for maintaining appropriate backups of all data, settings and programming. Carbon Communications Limited is not responsible for loss of data, configuration, user profiles or programming arising from maintenance or repair activity, except to the extent liability cannot lawfully be excluded.
4.9 If the Customer terminates a maintenance contract before the end of the applicable Minimum Term or Extended Term otherwise

than in accordance with the Contract, the Customer shall remain liable for the charges that would have accrued for the unexpired part of that term.

5. Fixed Network Services

5.1 Fixed network services will commence on the relevant Commencement Date and continue for the Minimum Term stated in the Order Form, unless otherwise terminated in accordance with the Contract.
5.2 After the Minimum Term, the fixed network services contract shall renew automatically for consecutive Extended Terms unless either party serves written notice at least 90 days before the end of the current term. Where the Customer qualifies as a Small Business Customer, different renewal and notice rights may apply where required by law or regulation.
5.3 Supply of fixed network services is conditional upon satisfactory surveys, network availability, installation or activation of any required lines and the Customer providing all information reasonably needed to enable implementation and billing.
5.4 Carbon Communications Limited will use reasonable skill and care in providing fixed network services, but does not guarantee uninterrupted or fault-free operation. Faults, outages and service degradation may arise from carrier networks, third-party systems, power issues or matters outside its reasonable control.
5.5 The Customer must not use the fixed network services for unlawful, fraudulent, abusive, offensive, nuisance or improper purposes, must take appropriate security precautions, and must not permit unauthorised use, resale or misuse of the service.
5.6 Any numbers allocated in connection with the service are allocated on licence only and remain subject to regulatory control and carrier rules. Carbon Communications Limited cannot guarantee continued availability of any particular number, and the Customer must not sell or transfer allocated numbers except where valid porting rights apply.
5.7 Equipment provided in connection with fixed network services remains the property of Carbon Communications Limited unless purchased outright by the Customer. The Customer must return such Equipment promptly when requested or when the service ends, failing which replacement or recovery costs may be charged.
5.8 If the Customer terminates fixed network services early or otherwise breaches the fixed network services contract, Carbon Communications Limited may charge early termination sums reflecting the remaining contractual charges and any direct costs or third-party liabilities incurred as a result.

6. Data Services

6.1 Data services will start on the applicable Commencement Date and continue for the Minimum Term, subject to implementation conditions and any specific service terms in the Order Form.
6.2 Following the Minimum Term, data services will renew automatically for successive Extended Terms unless either party gives written notice at least 90 days before the end of the current term. Where required for Small Business Customers, statutory or regulatory notice rights shall apply.
6.3 Provision of data services is conditional on the outcome of surveys, network and infrastructure feasibility, any required permissions from landlords or authorities, the availability of suitable carrier services, and the Customer supplying accurate technical and site information.
6.4 If additional infrastructure or works are required to deliver the data services, Carbon Communications Limited may provide a quotation for those works. If the quotation is not accepted, either party may cancel the relevant data services order without obligation to proceed further, save for any costs expressly stated as payable.
6.5 Carbon Communications Limited will use reasonable care and skill in delivering data services but does not guarantee uninterrupted availability, maximum advertised speeds, or freedom from faults or delays caused by factors outside its reasonable control, including network congestion, local infrastructure, carrier limitations and third-party outages.
6.6 The Customer must use the data services lawfully, must not overload, interfere with or misuse the service, and must comply with any applicable fair use, security or acceptable use requirements. Carbon Communications Limited may take proportionate steps to protect network integrity, resilience and performance.
6.7 Unless otherwise agreed, routers or other equipment supplied for managed connectivity are provided only for the service purpose for which they were issued and may be configured, restricted or managed by Carbon Communications Limited. Administrative access may be withheld where reasonably necessary to protect service integrity or security.
6.8 Equipment supplied for data services remains the property of Carbon Communications Limited unless sold outright to the Customer. On termination or cessation of the service, such Equipment must be returned promptly and in good condition, failing which appropriate charges may be made.
6.9 If the Customer terminates data services early or otherwise breaches the relevant contract, Carbon Communications Limited may recover the charges that would have fallen due for the remainder of the applicable term, subject to any reduction reflecting savings actually obtained from suppliers where appropriate.

7. IT Support Services

7.1 IT support services will begin on the applicable Commencement Date and continue for the Minimum Term, with automatic renewal for Extended Terms unless either party gives notice in accordance with the Contract.
7.2 Provision of IT support services is subject to Carbon Communications Limited being satisfied that it can support the relevant

systems, software and environment, and the Customer providing all information, credentials, access and cooperation reasonably needed for support delivery.
7.3 Unless otherwise agreed, IT support services will be delivered remotely during the agreed support hours. On-site attendance, out-of-hours work, project work and services outside scope may be chargeable in addition.
7.4 The Customer must maintain suitable backups, permit appropriate remote access, keep systems reasonably up to date where required, nominate suitably authorised contacts and follow reasonable technical instructions intended to assist diagnosis, recovery and service restoration.
7.5 Carbon Communications Limited will prioritise support requests according to severity and use reasonable endeavours to respond within any target response times stated in the applicable service levels, but such targets are goals and not guarantees unless expressly agreed otherwise.
7.6 Carbon Communications Limited is not responsible for defects inherent in third-party hardware, software, cloud platforms, operating systems or manufacturer products. Where such issues are identified, it may provide diagnosis, guidance or workaround assistance, but rectification may depend on the relevant third party.
7.7 The Customer warrants that it holds all necessary licences and rights in relation to the systems, software and data to which support access is provided, and shall indemnify Carbon Communications Limited against losses arising from any breach of that warranty.
7.8 If the Customer terminates IT support services before the end of the relevant term other than in accordance with the Contract, the Customer shall remain liable for the charges that would have accrued during the remainder of that term.

7B. Cybersecurity Managed Services

7B.1 Where Carbon Communications Limited provides cyber awareness, managed policy acknowledgement, phishing simulation, security awareness testing or related managed services, the Customer must complete the onboarding actions reasonably requested, including the provision of user data, technical safelisting and other implementation requirements needed to activate the service.
7B.2 Delays caused by the Customer's failure to complete onboarding tasks, provide required information or follow technical instructions may delay or prevent service delivery and shall not entitle the Customer to cancel once the order has been accepted unless otherwise required by law.
7B.3 Cybersecurity managed services shall commence on the relevant Commencement Date and continue for the Minimum Term, after which they will renew automatically for successive Extended Terms unless valid notice is given in accordance with the Contract.
7B.4 The Customer acknowledges that such services are intended to support awareness, resilience and risk management but do not amount to a guarantee that phishing, human error, cyber incidents or security breaches will be prevented.

8. Mobile Services

8.1 Mobile services may be supplied either directly by Carbon Communications Limited or arranged through a third-party mobile network or airtime provider, depending on the structure stated in the Order Form.
8.2 Where mobile services are supplied directly by Carbon Communications Limited, they will begin on the applicable Commencement Date and continue for the Minimum Term, with automatic renewal for Extended Terms unless ended in accordance with the Contract. Where the Customer contracts directly with a network or airtime provider, that provider's contract terms shall also apply.
8.3 Provision of mobile services is conditional on network coverage, equipment availability, successful connection, acceptance by the relevant network provider where applicable, and the Customer providing accurate and complete information.
8.4 Support for mobile services will ordinarily be provided remotely during the applicable support hours unless otherwise agreed. Carbon Communications Limited does not guarantee uninterrupted service and shall not be liable for faults, outages or limitations caused by the mobile network, handset software, third-party applications or manufacturer defects.
8.5 The Customer is responsible for ensuring that any equipment it provides or uses with the mobile services is compatible, unlocked where required, lawfully held and suitable for use with the relevant network and services.
8.6 Equipment supplied in connection with mobile services, including SIMs, handsets and subsidised devices, shall remain the property of Carbon Communications Limited unless purchased outright or otherwise expressly transferred. Such Equipment must be returned on request or on termination of the relevant service if ownership has not passed.
8.7 Where hardware funding, discounted equipment or subsidised devices are provided on the basis that the Customer completes a minimum contractual term, Carbon Communications Limited may recover the relevant subsidy, hardware amount or associated early termination sums if the Customer terminates early or otherwise breaches the agreement.
8.8 If the Customer ends mobile services before the relevant minimum term expires, additional cancellation, clawback, device recovery or early termination charges may apply in accordance with the Order Form, the applicable Charges and any third-party provider requirements.

9. Customer Obligations and Unauthorised Use

9.1 The Customer shall ensure that all information it provides to Carbon Communications Limited is complete and accurate, shall cooperate in all matters relating to the Services, shall provide reasonable access to premises, systems and personnel where needed, and shall obtain and maintain any licences, permissions and consents required for the provision of the Services.
9.2 The Customer is responsible for the use of the Services by its employees, users, agents, contractors and any other person who accesses the Services through or by means of the Customer's systems, credentials, premises or equipment, whether that use is authorised or unauthorised.
9.3 The Customer must implement and maintain appropriate security, access controls, password management, fraud prevention and network protection measures to reduce the risk of unauthorised or fraudulent use of the Services.
9.4 If the performance of Carbon Communications Limited is prevented or delayed by a Customer Default, Carbon Communications Limited may suspend performance, adjust timescales, recover the resulting costs and shall not be liable for any loss arising from that prevention or delay.
9.5 Carbon Communications Limited may suspend or restrict any Service where it reasonably believes that the Service is being used unlawfully, fraudulently, abusively, in breach of the Contract, or in a manner that threatens network integrity, service quality, regulatory compliance or the interests of other customers.
9.6 Carbon Communications Limited shall not be responsible for charges, losses, liabilities or damage arising from fraudulent or unauthorised use of the Services, Equipment, software, applications or networks, including where caused by hacking, compromised credentials, malware, phishing, user error or other security incidents not directly caused by Carbon Communications Limited's own breach of contract.
9.7 Any software supplied, installed or made available as part of the Services shall remain subject to the relevant licensor's terms. The Customer must comply with those terms and shall indemnify Carbon Communications Limited against losses arising from any breach of them by the Customer or its users.

10. Charges and Payment

10.1 The Customer shall pay the Charges for the Services and any Equipment in accordance with the Order Form, these Conditions and any applicable Service Specific Conditions. Unless otherwise stated, all Charges are exclusive of VAT and any other applicable taxes or duties, which shall be payable in addition.
10.2 Carbon Communications Limited may apply an annual increase to recurring Charges by reference to the Consumer Price Index plus 3.9%, using the January published rate and applying the increase in April each year. If CPI is negative, Carbon Communications Limited may still apply an increase of 3.9%.
10.3 Charges for Equipment and installation services are payable as stated in the Order Form or, if not stated, on delivery or installation. Carbon Communications Limited may require a deposit or advance payment where specified in the Order Form.
10.4 Recurring Charges for maintenance, IT support, managed services and other ongoing Services shall, unless otherwise stated, be invoiced monthly in advance. Usage-based charges, excess usage, out-of-hours work, project work, call charges and other variable charges may be invoiced in arrears.
10.5 Where work is carried out outside the agreed scope, outside support hours, at the Customer's request, or as a result of incorrect fault reporting, lack of access, Customer-caused faults or excluded events, Carbon Communications Limited may apply additional charges at the applicable rates.
10.6 Charges calculated by reference to usage, traffic, call records, service logs, telemetry, device counts, user counts or other operational records shall be determined by the records of Carbon Communications Limited or its suppliers, except in the case of manifest error.
10.7 Unless otherwise agreed in writing, invoices are payable within 14 days of the invoice date, in cleared funds, by direct debit or by another payment method accepted by Carbon Communications Limited.
10.8 Time for payment is of the essence. If the Customer fails to pay any amount when due, Carbon Communications Limited may charge interest on the overdue amount at 4% per annum above the base rate of HSBC Bank plc, accruing daily from the due date until payment is made in full.
10.9 The Customer shall pay all sums due under the Contract in full without set-off, deduction, counterclaim or withholding, except where required by law.
10.10 If any invoice is disputed, the Customer must notify Carbon Communications Limited in writing within 30 days of the invoice date, identifying the disputed amount and the reason for the dispute. The undisputed portion shall remain payable in accordance with the Contract.
10.11 Carbon Communications Limited may suspend support, withhold service activity, refuse further delivery, or exercise any other contractual remedy if the Customer fails to pay an overdue amount within a reasonable period after notice.
10.12 Carbon Communications Limited may introduce or revise administrative charges for matters such as paper billing, failed collections, late payment handling, non-direct debit payment methods, reconnection, unnecessary call-outs or excessive manual support contact, provided such charges are notified to the Customer where appropriate.
10.13 Except for increases already provided for under this Contract, Carbon Communications Limited may vary Charges by giving prior written notice. Where the variation gives the Customer a right to terminate under applicable law or regulation, such right shall be exercised within the notice period stated in that notice.
10.14 Carbon Communications Limited may pass through increases imposed by third-party carriers, wholesalers, software

vendors, networks or regulators where such increases affect the cost of delivering the Services, subject to any mandatory legal or regulatory restrictions.
10.15 Any delay by Carbon Communications Limited in issuing an invoice shall not waive its right to invoice or recover the relevant Charges at a later date.
10.16 Carbon Communications Limited may set off any amount owed to it by the Customer against any amount it owes to the Customer and may exercise a lien over goods or Equipment in its possession belonging to the Customer until outstanding sums are paid.

11. Additional Terms for Data and Fixed Network Charges

11.1 Charges for fixed network and data services shall be those set out in the Order Form, together with any applicable usage, call, installation, carrier, excess or ancillary charges arising under the Contract.
11.2 Line rental and recurring connectivity charges are normally payable monthly in advance from the relevant handover, activation or service commencement date.
11.3 Call charges, data usage charges and other variable service charges may be invoiced monthly in arrears, but Carbon Communications Limited reserves the right to invoice such charges at any time.
11.4 Where temporary, interim or fallback fixed network or data services are supplied, Carbon Communications Limited may invoice for the full applicable period in advance.
11.5 Carbon Communications Limited may apply minimum usage or minimum monthly call charges where this is stated in the Order Form, tariff or applicable commercial terms.
11.6 Where charges have been calculated by reference to forecast traffic, expected usage or customer-provided assumptions, Carbon Communications Limited may apply additional charges or revise pricing if actual usage materially differs from that forecast and the Contract allows for such adjustment.

12. Additional Terms for Mobile Charges

12.1 Charges for mobile services may include line rental, airtime, usage, roaming, handset costs, device subsidies, hardware fund recoveries, connection fees, administration charges and any third-party network charges passed through under the Contract.
12.2 Usage-based mobile charges, including voice, messaging, roaming and data, may vary from time to time and may be amended by Carbon Communications Limited or the applicable network provider in line with the relevant commercial and regulatory framework.
12.3 Where a handset, SIM, hardware allowance, subsidy or discounted device has been provided on the basis of the Customer completing a minimum term, early termination may trigger repayment, clawback or recovery of all or part of that benefit in addition to any other applicable early termination charges.
12.4 Carbon Communications Limited may invoice for charges arising under a mobile services agreement notwithstanding any separate issue, complaint or dispute the Customer may have with a network operator, unless the Contract expressly provides otherwise.

13. Cancellation Charges

13.1 If the Customer cancels a Service, an order, Equipment request, installation booking, porting request, project activity or other committed deliverable, Carbon Communications Limited may charge a reasonable cancellation, abortive, restocking, supplier pass-through or administration fee, together with any non-recoverable third-party costs and any Charges otherwise payable under the Contract as a result of that cancellation.

14. Confidentiality and Data Protection

14.1 Each party shall keep confidential all technical, commercial, financial and operational information disclosed by or on behalf of the other party that is confidential in nature or ought reasonably to be treated as confidential, and shall use such information only for the purposes of entering into and performing the Contract. A receiving party may disclose confidential information only to its employees, professional advisers, subcontractors, service providers and group companies who need to know it for those purposes and who are subject to confidentiality obligations, or where disclosure is required by law, regulation, court order or a competent authority. This obligation shall continue after termination of the Contract.
14.2 Each party shall comply with all applicable Data Protection Laws. This clause supplements, and does not replace or limit, any rights or obligations arising under Data Protection Laws.
14.3 To the extent Carbon Communications Limited processes Personal Data for its own business purposes such as account management, service administration, fraud prevention, credit control, service improvement, reporting, compliance and lawful marketing, it acts as an independent controller and will process such Personal Data in accordance with applicable Data Protection Laws and its privacy information made available to Customers from time to time.
14.4 To the extent Carbon Communications Limited processes Personal Data on behalf of the Customer in delivering the Services, the Customer shall act as controller and Carbon Communications Limited shall act as processor unless otherwise required by law. In that capacity, Carbon Communications Limited shall process Personal Data only on the Customer's documented instructions

unless required to do otherwise by law; shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage; shall ensure that personnel authorised to process Personal Data are subject to duties of confidentiality; shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on the Customer's behalf; shall, taking into account the nature of the processing, provide reasonable assistance to the Customer in responding to data subject requests and in meeting its compliance obligations under Data Protection Laws, at the Customer's cost where permitted; and shall, at the Customer's written request on termination, return or delete Personal Data processed on the Customer's behalf unless retention is required by law.

14.5 The Customer warrants that it has all necessary rights, notices, lawful bases and, where required, consents to disclose Personal Data to Carbon Communications Limited and to permit the processing contemplated by the Contract. The Customer shall not disclose more Personal Data than is reasonably necessary for the relevant Services.

14.6 The Customer authorises Carbon Communications Limited to appoint subprocessors in connection with the Services, provided that Carbon Communications Limited remains responsible for their compliance with materially equivalent data protection obligations where required by law.

14.7 Where Personal Data is transferred outside the United Kingdom, Carbon Communications Limited shall ensure that appropriate safeguards are in place to the extent required by applicable Data Protection Laws.

14.8 On reasonable written notice, and no more than at reasonable intervals, the Customer may request information reasonably necessary to demonstrate Carbon Communications Limited's compliance with this clause, subject to appropriate confidentiality, security and audit controls and reimbursement of reasonable costs where lawful and appropriate.

15. Limitation of Liability

15.1 Nothing in the Contract limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

15.2 Subject to clause 15.1, Carbon Communications Limited shall not be liable, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any loss of profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of goodwill, loss of data, corruption of data, loss of use, wasted management time, interruption to business, or for any indirect, consequential or special loss arising out of or in connection with the Contract.

15.3 Subject to clause 15.1, Carbon Communications Limited shall not be responsible for faults, incompatibility, outages, service degradation, security incidents, interoperability issues or performance problems caused by third-party networks, carriers, utility failures, software vendors, cloud platforms, manufacturer products, unsupported configurations, customer-supplied systems, customer changes, or events outside its reasonable control.

15.4 Subject to clauses 15.1 to 15.3, Carbon Communications Limited's total aggregate liability to the Customer arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Charges paid by the Customer to Carbon Communications Limited under the relevant Service in the 12 months immediately preceding the event giving rise to the claim.

15.5 The exclusions and limitations in this clause apply to the fullest extent permitted by law and shall survive expiry or termination of the Contract.

16. Termination

16.1 Without affecting any other right or remedy, either party may terminate the Contract, or any affected Service, by written notice if the other party commits a material breach of the Contract and, where that breach is capable of remedy, fails to remedy it within 30 days after being required to do so in writing.

16.2 Carbon Communications Limited may terminate the Contract, or suspend and/or terminate any affected Service, immediately on written notice if the Customer fails to pay any sum due under the Contract, uses the Services in breach of the Contract or law, repeatedly breaches the Contract, or commits a Customer Default that materially affects Carbon Communications Limited's ability to perform.

16.3 Either party may terminate the Contract immediately on written notice if the other party enters administration, liquidation, has a receiver appointed, ceases or threatens to cease trading, is unable to pay its debts as they fall due, or becomes subject to any analogous insolvency event in any relevant jurisdiction.

16.4 Where Carbon Communications Limited has a regulatory, legal, technical or supplier-related reason that prevents continued supply of a Service, it may terminate the affected Service on reasonable written notice without liability other than to refund any Charges paid in advance for the period after termination in respect of that Service, save where the termination has been caused by the Customer's act or omission.

16.5 Termination of one Service does not automatically terminate any separate Contract or separate Service unless expressly stated in the notice or required by the nature of the affected Services.

16.6 If the Customer terminates a Service or the Contract before the end of the applicable Minimum Term or Extended Term other than in accordance with an express contractual right to do so, Carbon Communications Limited may recover early termination charges, unpaid sums, committed charges, supplier pass-through liabilities, device or hardware subsidies, and any other amounts that would have been payable under the Contract as a consequence of that early termination.

17. Consequences of Termination

17.1 On expiry or termination of the Contract or any Service for any reason: (a) all licences, rights and permissions granted in respect of the affected Service shall end to the extent applicable; (b) the Customer shall immediately pay all outstanding invoices and all other sums that have accrued or become due, including any early termination, cancellation, recovery or pass-through charges; (c) any Equipment, SIMs, routers, loan items, access credentials, documentation or other materials belonging to Carbon Communications Limited or its suppliers shall be returned promptly, or Carbon Communications Limited may recover them and charge the reasonable costs of doing so; and (d) Carbon Communications Limited may disable access to systems, portals, services and managed environments associated with the terminated Service.
17.2 Termination or expiry does not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any prior breach.
17.3 Any provision of the Contract that expressly or by implication is intended to continue after termination shall remain in force, including clauses relating to payment, confidentiality, data protection, liability limits, intellectual property rights, restrictions on use, and dispute resolution or governing law.

18. Force Majeure

18.1 Carbon Communications Limited shall not be in breach of the Contract nor liable for any delay or failure in performing its obligations to the extent that such delay or failure results from events or circumstances beyond its reasonable control, including acts of God, extreme weather, flood, fire, epidemic, pandemic, industrial dispute, war, terrorist activity, civil commotion, failure of utilities, carrier outages, network failures, supplier failures, shortages of labour or materials, transport disruption, governmental action, changes in law, cyber incidents of a widespread nature, or denial or delay in obtaining necessary permissions.
18.2 Where a force majeure event affects performance, Carbon Communications Limited may suspend the affected obligations for the duration of the event and for a reasonable period thereafter, and shall use reasonable endeavours to mitigate its effect where commercially and technically practicable.
18.3 If a force majeure event continues for a prolonged period so that the affected Service cannot reasonably continue, either party may terminate the affected Service on written notice without liability for future performance, save for rights and liabilities accrued before termination.

19. Variation

19.1 No amendment to the Contract shall be effective unless agreed in writing by or on behalf of both parties, except where these Conditions expressly permit Carbon Communications Limited to make changes by notice.
19.2 Carbon Communications Limited may update these Conditions, Service Specific Conditions, operational processes or technical requirements where reasonably necessary to reflect changes in law, regulation, technology, security, supplier arrangements or service delivery methods. Where such a change materially affects the Customer, Carbon Communications Limited shall give reasonable notice except where immediate change is required.
19.3 Continued use of the affected Services after the effective date of a notified change shall constitute acceptance of that change, subject always to any termination rights available to the Customer under the Contract or applicable law.

20. Assignment and Subcontracting

20.1 Carbon Communications Limited may assign, transfer, novate, charge, subcontract or otherwise deal with any of its rights or obligations under the Contract, provided that this does not materially reduce the protections afforded to the Customer under the Contract.
20.2 The Customer may not assign, transfer, novate, charge, hold on trust or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of Carbon Communications Limited, not to be unreasonably withheld or delayed where a bona fide business reorganisation is involved and the assignee is of adequate financial standing.
20.3 Carbon Communications Limited remains responsible for the acts and omissions of its subcontractors to the extent required by law and by the Contract, but may rely on third-party suppliers, networks, carriers, software vendors and service providers in delivering the Services.

21. Notices

21.1 Any notice given under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or sent by email to the address last notified by the receiving party for that purpose.
21.2 A notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; and if sent by email, at the time of transmission or, if sent outside normal business hours at the place of receipt, at 9.00am on the next Business Day.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Waiver and Severance

22.1 A failure or delay by either party to exercise any right or remedy under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise.
22.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
22.3 Unless expressly stated otherwise, the rights and remedies provided under the Contract are cumulative and not exclusive of any rights or remedies provided by law.

23. Third Party Rights

23.1 Unless expressly stated otherwise, no person other than the parties to the Contract and their permitted successors and assigns shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24. Governing Law and Jurisdiction

24.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of Scotland.
24.2 The courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, its subject matter or formation.