



1. INTERPRETATION

- 1.1 "Agreement" means a binding agreement made between the Company and the Customer for the goods and/or services specified on the Order form, which shall be subject to these terms and conditions except to the extent expressly stated on the Order Form.
- 1.2 "Airtime" means Mobile airtime and network capacity.
- 1.3 "Company" means Ladybird Communications Limited (Company Number 0951 4008); who's Postal Office is Unit 3, 2 Laureate Paddocks, Newmarket, Suffolk, CB8 0AP.
- 1.4 "Contract" means any Contract made subject to these Terms & Conditions.
- 1.5 "Customer" means the person so named on the Order Form or the contract and anybody reasonably appearing to The Company to be acting with that person's authority or permission.
- 1.6 "Equipment" means a product or item, provided within the context of a sale or supported as part of a Maintenance Service.
- 1.7 "Hosted" means the hosted service more particularly detailed on the Order Form (as modified or substituted from time to time) to be provided hereunder by the company to the Customer.
- 1.8 "Leased Line" means the Telecommunications circuit for the Leased Line Service.
- 1.9 "Line Provision" means the installation of a Network Circuit (or circuits), normally re-sold on behalf of a third-party (e.g. BT / Openreach).
- 1.10 "Line Rental" means the rental of a Network Circuit (or circuits), normally re-sold on behalf of a third party.
- 1.11 "Least Cost Routing" means the deliberate re-routing of a Network Circuit (or circuits) in order to reduce call charges.
- 1.12 "Maintenance Service" means the regulated support (hardware and software) of all Equipment detailed on the Order Form and as described further below and or made explicit within an associated Contract.
- 1.13 "Minimum Period" means the minimum period set out on the Order Form or Contract.
- 1.14 "Mobile Network Services" means the provision of airtime, SMS, MMS and/or data, together with any other services identified in the Contract.
- 1.15 "Network" means the relevant operator's mobile electronic communications network.
- 1.16 "Network Circuit" means an electronic communications channel (or channels) organized for the transmission of voice and/or data between two or more parties (Examples include Analogue, ISDN2, ISDN30, ADSL, SDSL, Leased Line (LES) circuits).
- 1.17 "Operational Service Date" means the date when a Service is first made available to the Customer.
- 1.18 "Order Form" means the provided Ladybird Communications Order Form, or emailed document.
- 1.19 "Relevant Customers" are Consumers (i.e. residential customers), Microenterprise or Small Enterprise Customers and Not-For-Profit Customers.
- 1.20 "Service" means any Service as stated on the Order Form and detailed below, or as and detailed as part of an associated Contract.
- 1.21 "Site" means the place at which the Company agrees to provide the Service.
- 1.22 "Sim Card" means Subscriber Identity Module allows the Customer relevant access to the relevant network when used with Customer equipment.
- 1.23 "Termination Fee" the termination fees payable by the Customer if a Service is terminated after the Go-Live Date but prior to the end of the applicable Minimum Period, including but not limited to Termination of service fees, Early termination fees, connection charge recovery fees and administrative fees, as may be reasonably determined by Ladybird Communications Limited.

2. GENERAL

2.1 Assignment

- 2.1.1 Assignment of this agreement by either party may not be unreasonably withheld.

2.2 Breach of Contract

- 2.2.1 Either party may terminate this Agreement without further notice if the other commits a material breach of these Terms and Conditions which is not remedied within 90 days.
- 2.2.2 Or if the other commits a material breach of this Agreement which cannot be remedied.
- 2.2.3 Or if the other is the subject of a bankruptcy order or goes into liquidation, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed.
- 2.2.4 Or if the Customer fails to pay any sum due in respect of any Service provided by the due date for payment.

2.3 Changes

- 2.3.1 If Ladybird wishes to introduce a change, it shall serve on the Customer a notice specifying the nature of the required change.
- 2.3.2 If a change is required for this the Contract or any Services, Deliverables or Assets to conform to any law, the Customer shall not unreasonably withhold, delay or condition its approval.
- 2.3.3 If the Customer asks the Company to make any change to any aspect of the Service delivered the Company may ask the Customer to confirm the request in writing. The Company will advise the Customer if the change results in any change to the charges payable by the Customer.

2.4 Confidentiality

- 2.4.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature obtained under the provided Agreement or Order Form and will not disclose that information to any person (other than their employee's or professional advisors) without written consent of the other party.

2.5 Entire Agreement

- 2.5.1 Unless otherwise explicitly stated by the Company the provided Agreement shall constitute the entire agreement between the parties in relation to its subject matter.
- 2.5.2 Your agreement with us includes these Terms and Conditions and our Privacy Policy. If you wish to review our Privacy Policy, it can be found on www.lc.uk.com/privacy-policy or contact Ladybird Communications Limited on gdp@ladybird-comms.co.uk.

2.6 Escalation and Dispute Resolution

- 2.6.1 If a dispute arises and is not satisfactorily resolved by the appointed representatives provided by either party within two weeks then a mediator will, with the agreement of both parties, be appointed by the Centre for Dispute resolution (CEDR).
- 2.6.2 If the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed shall become binding.
- 2.6.3 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 2.6.4 If the parties are not prepared to agree to the dispute being referred to a mediator or fail to reach an agreement within 2 months of the mediator being appointed, then either party may exercise any remedy that it has under this Agreement.

2.7 Pricing

- 2.7.1 The Company reserves the right to increase prices after providing notice to the customer. The notice will be given at least 30 days prior to the effective date of the price increase. The Company may increase prices to reflect changes in market conditions, cost of goods or services, or any other factors that may affect the Company's ability to provide the services.

2.8 Payment

- 2.8.1 Customers are required to set up a Direct Debit for monthly recurring charges which will be taken on or around the 25th of each month.
- 2.8.2 All other charges (whether for Services or otherwise) will be due within Thirty (30) days of the date of the Company's invoice.
- 2.8.3 Maintenance Services must be paid annually in advance.
- 2.8.4 If the Customer fails to pay any charges on or before the due date for payment, the Customer shall pay interest on the outstanding amount. Interest shall be charged from the due date until the date of actual payment (whether before or after judgment) at the rate of 4% above the base rate of the Bank of England from time to time. Interest shall accrue on a day to day basis and shall be compounded daily. The Parties acknowledge that this amounts to a substantial remedy for late payment.
- 2.8.5 All charges presented are exclusive of VAT unless otherwise stated.
- 2.8.6 Unless prices are confirmed in a quotation which has not expired, the Company may pass on, any increases in charges levied upon it by third-parties or manufacturers or other suppliers.
- 2.8.7 Customers will be charged an administration fee for unpaid, rejected or cancelled Direct Debits, as may be reasonably determined by Ladybird Communications Limited.

2.9 Law

- 2.9.1 The Service or Equipment must not be used in any way that is unlawful.
- 2.9.2 These Terms and Conditions shall be governed by and constructed in accordance with English Law.

2.10	Liability
2.10.1	The Company accepts no liability in the event of failure by outside suppliers to meet their responsibilities.
2.10.2	The Company shall not be liable for any financial consequential or indirect loss suffered by the Customer or any third party whether such loss arises from a breach of a duty in the contract or tort or in any other way including without limitation to the generality of this exclusion, loss of profits, economic loss, loss of goodwill, loss of contracts, loss of data, damage to the property of the Customer or anyone else (other than damage caused by negligence of the Company or any of its employees, agents or subcontractors) and personal injury to the Customer or anyone else (except so far as such injury is attributable to the Company's negligence).
2.11	Force Majeure
2.11.1	Neither party shall be liable for any Default to the extent that the Default is due to Force Majeure. This Clause 2.11 shall not affect any of the Customer's payment obligations which shall continue in full force and effect.
2.11.2	If the Company is prevented for a period of more than three (3) consecutive months from performing substantially all its obligations under the Contract, then either Party may terminate the Contract immediately by giving the other Party written notice of termination.
2.12	Notices
2.12.1	If the Customer wishes to terminate any services, the Customer must inform Ladybird Communications Limited in writing either by email to accounts@ladybird-comms.co.uk, requesting email acknowledgement by a member of staff at Ladybird Communications Limited, or, in writing, posted to us at Unit 3, 2 Laureate Paddocks, Newmarket, Suffolk. CB8 0AP via recorded delivery.
2.12.2	To be valid, any claim against the Company whether in contract or tort must be brought within one year of the date of invoice and any such claim shall be limited to an amount by way of liquidated damages equal to the invoice value of the goods or service in respect of which the claim is made.
2.12.3	Cancellation of the direct debit does not constitute notice of cancellation on termination of the Contract. Customers will be charged an administration fee for unpaid, rejected or cancelled Direct Debits, as may be reasonably determined by Ladybird Communications Limited
2.13	Subcontractors
2.13.1	The Company may as it sees fit sub-contract work to appropriately qualified third parties.
2.14	Suspension
2.14.1	The Company may suspend the provision of the Services or Deliverables or Assets: • where the Company would otherwise be entitled to terminate the Contract. • where the Company is entitled to or directed to suspend performance under applicable law. • where any undisputed amount owing under the Contract remains unpaid at the expiry of fourteen (14) days after the due date for such payment; or • to safeguard the integrity and security of its information and communications systems. • The exercise of any suspension right by the Company under this Clause 2.14 shall be without prejudice to any other rights or remedies that may be available to the Company (including, without limitation, the right to terminate), which the Company may elect to exercise subsequently.
2.15	Termination
2.15.1	Upon the termination of any Service provided, for any reason, the Customer shall not be entitled to reimbursement of any pro rata part (calculated on a time basis) of any Service paid for in advance.
2.15.2	Either Party may terminate the Contract immediately by giving notice in writing to the other Party: • if the other Party commits a material breach of the Contract and the breach is not capable of being remedied. • if the other Party commits a material breach of the Contract that is capable of being remedied and the other Party fails to remedy that breach within thirty (30) days after receipt of a written notice from the terminating Party requiring the breach to be remedied. • if the other Party suffers an Insolvency Event; or • in the circumstances set out in Clause 2.11
2.15.3	The Company may terminate the Contract immediately by giving notice in writing to the Customer if: • the Customer has failed to pay any amount to the Company when due under any other contract entered by the Company and the Customer. • the Company has given the Customer written notice that payment is overdue, specifying the amount that is overdue and informing the Customer that if payment is not made within thirty (30) days, the Company may terminate this Contract; and • the Customer has failed to pay the overdue amount within thirty (30) days after receipt of the Company's written notice under Clause 2.15.3
2.15.4	Without prejudice to any Minimum Period, Ladybird Communications shall ensure that conditions or procedures for contract termination do not act as disincentives for Relevant Customers against changing their Communications Provider
3.	SPECIFIC
3.1	Line Provision
3.1.1	The Company will use reasonable endeavours to provide the Service by the date agreed with the Customer, but all dates are estimates and the Company has no liability for any failure to meet any date.
3.1.2	Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
3.1.3	The Customer may cancel the Service at any time before the Operational Service Date but must pay the company for any work done or money spent in getting ready to provide the Service, plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
3.2	Line Rental
3.2.1	The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
3.2.2	Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
3.2.3	The Minimum Contract period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
3.2.4	Notice to terminate the Service is Thirty (30) days in advance of the Minimum Period end date and must be given in writing. The Customer will continue to pay for the Service until the end of the Minimum Period end date.
3.2.5	If the Customer cancels the Service within the Minimum Period, unless Thirty (30) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
3.2.6	The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
3.2.7	Upon termination of the Service, whether during or after the Minimum Period, the Customer shall be liable for all costs incurred by the Company in relation to the termination of the service. This includes, but is not limited to, charges levied by the Carrier or Service Provider and a reasonable administration fee.
3.3	Data Services - Broadbands
3.3.1	The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
3.3.2	Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
3.3.3	The Contract Minimum Period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
3.3.4	Notice to terminate the Service is Thirty (30) days in advance of the Minimum Period end date and must be given in writing. The Customer will continue to pay for the Service until the end of the Minimum Period end date.
3.3.5	If the Customer cancels the Service within the Minimum Period, unless Thirty (30) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
3.3.6	The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
3.3.7	Upon termination of the Service, whether during or after the Minimum Period, the Customer shall be liable for all costs incurred by the Company in relation to the termination of the service. This includes, but is not limited to, charges levied by the Carrier or Service Provider and a reasonable administration fee.
3.4	Data Services - Leased Lines
3.4.1	The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
3.4.2	Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.

- 3.4.3 Additional construction works prior to or during installation of a Telecommunication Circuit may be required. The Customer may be subject to additional charges for such works. However, prior to incurring these costs, the costs will be presented to the Customer and will be given the option to proceed or not with the works. If the Customer elects not to proceed, then no costs will be incurred.
- 3.4.4 The Contract Minimum Period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
- 3.4.5 The Contract may be terminated by the Customer, upon giving no less than Ninety-Three (93) days' written notice to the Company provided that such notice may not expire any earlier than the Minimum Period End. The Customer will continue to pay for the Service until the end of the notice period. Insufficient notice at the end of the Contract will result in extended contract terms and termination fees.
- 3.4.6 A Termination of Service fee is applicable to any product terminated in the Minimum Period, unless ninety-three (93) days' written notice has been given to the Company not to renew at the end of the Minimum Period. This fee is in addition to any other applicable termination fees.
- 3.4.7 If the Customer cancels the Service within the Minimum Period, unless ninety-three (93) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
- 3.4.8 The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
- 3.4.9 A Connection Charge Recovery may be applicable to any products that are terminated within the first 12 months. This fee is in addition to any other applicable termination fees.
- 3.4.10 Upon termination of the Service, whether during or after the Minimum Period, the Customer shall be liable for all costs incurred by the Company in relation to the termination of the service. This includes, but is not limited to, charges levied by the Carrier or Service Provider and a reasonable administration fee.
- 3.4.11 Upon cease of the service, the Customer must return any Terminal equipment to the Service Provider within 7 working days of the cease date. Failure to return the equipment within 7 working days will result in a late return charge.
- 3.5 Mobile Services**
- 3.5.1 The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
- 3.5.2 Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
- 3.5.3 The Customer recognises and acknowledges that the Mobile Network Services depend on the availability, which may adversely be affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Mobile Network Services may fail (including without limitation if there is a power failure or power cut affecting the whole or part of the network and/or systems) or require maintenance without notice
- 3.5.4 SIMS, unless specified on the Order Form, include unlimited standard UK minutes, SMS, and data and are subject to the Carriers Fair Use Policy which will be monitored on the amount of data and minutes used. Overages will be charged back to the Customer.
- 3.5.5 The Minimum Period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
- 3.5.6 Notice to terminate the Service is Thirty (30) days in advance of the Minimum Period end date and must be given in writing. The Customer will continue to pay for the Service until the end of the Minimum Period end date. If insufficient notice is given, the Contract will automatically roll onto a Thirty (30) day contract.
- 3.5.7 If the Customer cancels the Service within the Minimum Period, unless Thirty (30) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
- 3.5.8 The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
- 3.5.9 Upon termination of the Service, whether during or after the Minimum Period, the Customer shall be liable for all costs incurred by the Company in relation to the termination of the service. This includes, but is not limited to, charges levied by the Carrier or Service Provider and a reasonable administration fee.
- 3.5.10 The Customer will advise the company by phone and in writing in the event of loss or theft of the Equipment.
- 3.6 SIP Trunks**
- 3.6.1 The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
- 3.6.2 Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
- 3.6.3 The Contract Minimum Period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
- 3.6.4 Notice to terminate the Service is Thirty (30) days in advance of the Minimum Period end date and must be given in writing. The Customer will continue to pay for the Service until the end of the Minimum Period end date. If insufficient notice is given, the Contract will automatically roll onto a Thirty (30) day contract.
- 3.6.5 If the Customer cancels the Service within the Minimum Period, unless Thirty (30) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
- 3.6.6 The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
- 3.6.7 Notice to terminate the Service following the Minimum Period is Thirty (30) days. The Customer will continue to pay for the Service until the end of the month following the month the notice is served plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
- 3.7 Hosted Services and Teams Telephony**
- 3.7.1 The Company cannot be held responsible for any aspect of performance of this Service that adversely, either directly or indirectly, affects the business of the Customer.
- 3.7.2 Specifically, the Company cannot be held responsible for any delays on the part of the Carrier / Service Provider.
- 3.7.3 The Minimum period is Thirty-Six (36) months or as otherwise agreed by the provided order form or associated Contract.
- 3.7.4 Notice to terminate the Service is Thirty (30) days in advance of the Minimum Period end date and must be given in writing. The Customer will continue to pay for the Service until the end of the Minimum Period end date. If insufficient notice is given, the Contract will automatically roll onto a Thirty (30) day contract.
- 3.7.5 If the Customer cancels the Service within the Minimum Period, unless Thirty (30) days' written notice has been given to the Company not to renew at the end of the Minimum Period, the Customer must pay an Early Termination Charge.
- 3.7.6 The Early Termination Charge will be the sum of the remaining term of the contract plus any sum that the Company is liable for from any third-party, plus any reasonable administration fee.
- 3.7.7 Upon termination of the Service, whether during or after the Minimum Period, the Customer shall be liable for all costs incurred by the Company in relation to the termination of the service. This includes, but is not limited to, charges levied by the Carrier or Service Provider and a reasonable administration fee.
- 3.7.8 Initial configuration and installation of the Service is inclusive of the quoted works.
- 3.7.9 Configurations that fall outside the platform's designed capabilities will not be supported.
- 3.7.10 Following configuration and installation sign off by the Customer, any Customer requests for changes will be chargeable.
- 3.8 Sale of Equipment**
- 3.8.1 Title of all Equipment shall remain with the Company until the company has received payment in full for such Equipment.
- 3.8.2 If the Equipment is delivered to the Customer, until such receipt of payment by the Customer, the Company shall be deemed to be a bailee of the Equipment; under the terms of this bailment if payment of the total price of the Equipment is not made on the due date then the company shall have the right with or without notice at any time to retake possession of the whole or part of the Equipment (and for that purpose to go upon any premises occupied by the Customer).
- 3.8.3 The Company do not maintain any equipment unless there is a valid maintenance services Contract in place.
- 3.8.4 The Company will honour the Manufacturers Warranty on equipment sold but the Customer may be charged for any third party costs arising from not being covered by the warranty.
- 3.8.5 The Customer may raise support requests on the equipment not covered by a maintenance service and the Company will advise on the charges.
- 3.9 Maintenance Services on Sale of Equipment**
- 3.9.1 Maintenance on hardware is offered as a chargeable service on an annual contract basis only.
- 3.9.2 Following configuration and installation sign off by the Customer, any Customer requests for configuration changes will not be covered by the Maintenance Agreement and will be chargeable.
- 3.9.3 The Maintenance Contract will specify the start and renewal date, the Service Level and the equipment maintained.



- 3.9.4 The Company reserves the right to increase prices after providing notice to the customer. The notice will be given at least 30 days prior to the effective date of the price increase. The Company may increase prices to reflect changes in market conditions, cost of goods or services, or any other factors that may affect the Company's ability to provide the services.
- 3.9.5 If the Customer wishes to cancel the Maintenance Contract, a Minimum Period of Thirty (30) days prior to the contract revision effective date must be given. If insufficient notice is given, the contract will automatically roll into another 12-month contract and the Customer will be liable for the annual charge associated with it.
- 3.9.6 Upon the termination of any Maintenance Services provided, for any reason, the Customer shall not be entitled to reimbursement of any maintenance Services paid for in advance.
- 3.9.7 The Company provides Maintenance Services at three levels of service:
- Gold Maintenance Cover is provided upon request by the Customer within a 24-hour response, 365 days per year.
 - Silver Maintenance Cover is provided upon request by the Customer between the hours of 08:30 and 18:00 Monday through to Friday (excluding Public Bank Holidays). In addition, a service is provided for a complete system failure on a Saturday between the hours of 08:30 and 18:00.
 - Bronze Maintenance Cover is provided upon request by the Customer between the hours of 09:00 and 17:30 Monday through to Friday (excluding Public Bank Holidays).
- 3.9.8 Service requests outside of the specified service level will be chargeable and on a reasonable endeavours' basis.
- 3.9.9 The Company shall use its reasonable endeavours to respond to a request for Maintenance Services within 4 Service Level hours of the receipt of the request if there is a complete system failure. In all other instances the company shall use its reasonable endeavours to respond to a request for Service Maintenance within 48 hours of receipt of the request, the timescale being dependent upon the service level.
- 3.9.10 Subject to section 3.8 the Company will maintain the Equipment (including all necessary spare parts at its expense) either by its servants or agents or contractors.
- 3.9.11 The Customer will promptly notify the company when any fault occurs by emailing support@ladybird-comms.co.uk.
- 3.9.12 When the Customer reports a fault, the Company will respond either by:
- providing advice by telephone and / or
 - by carrying out remote diagnostic checks and / or
 - by attending the Customer's premises.
- 3.9.13 Where a site visit is required, the Customer will give access to its premises and the Equipment for this purpose. Refusal to facilitate such access will entitle the Company to levy a charge. The Company will protect the health and safety of the Company's servants, agents and contractors whilst they are on the Customer's premises and will indemnify the Company against any claims arising out of their failing to do so.
- 3.9.14 The Customer must not attempt to maintain the Equipment or any associated infrastructure. By attempting to do so any obligations on the part of the Company shall become void and the Company shall be entitled to levy a Charge upon the Customer.
- 3.9.15 The Company shall not be obliged to provide Maintenance Services hereunder of any of the Equipment if such Maintenance Services are necessitated as a result of,
- fair wear and tear.
 - failure of fluctuation of electric power, air conditioning, humidity control or other environmental conditions.
 - accident, transportation, neglect, misuse or default of the Customer or any other third-party (including BT).
 - any fault in any attachment or associated Equipment which does not form part of the Equipment.
 - any act of God, inclement weather, fire, flood, war, act of violence, or any other occurrence beyond the reasonable control of the Company.
 - any attempt by any other person other than the Company's personnel to change, reconfigure, reprogram, revise the size or specification of or otherwise after the Equipment or any cabling attached to the Equipment.
- 3.9.16 The Company will (if it is able to do so) at the request and expense of the Customer repair or replace any part of the Equipment which has failed due to a cause other than fair wear and tear.
- 3.9.17 The Company shall not be liable for any delay or failure in performing its obligations hereunder if any spare parts are not available.
- 3.9.18 The Company shall not be liable for any issues that directly or indirectly arise as a result of installing Customer requested software onto any Customer provided hardware.
- 3.9.19 The Company do not warrant that the products, however configured, are immune from fraudulent or unauthorised intrusion, connection, attack or use (including, without limitation, connection to voice or data networks or connections, or attacks or intrusion of, or by means of virus, worm, Trojan horse or other malicious or unauthorised code) and accordingly Ladybird Communications will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby.
- 3.9.20 Where replacement parts for Equipment are provided by the Company any parts removed from the Company shall be the property of the Company.
- 3.9.21 In rectifying a fault, it may be necessary for the Company to reset the Equipment and in doing so the Company will not be responsible for the reconfiguration or reprogramming of the Customers (or its employees) requirements.
- 3.9.22 The Company shall be entitled to exercise a lien over any Equipment or other goods belonging to the Customer in the Company's power, possession, custody or control as security for any charges or other monies due from the Customer to the Company whether or not invoiced.
- 3.9.23 All consumables required to enable the Company to rectify any defects in the Equipment including, provided to the Company at the expense of the Customer.
- 3.9.24 The Customer will promptly notify the Company of its intention to change the address at which the Equipment is installed. In the event that the Equipment is removed to another address the company shall be relieved of its obligations under this Agreement whereupon any outstanding liabilities of the Customer will become immediately payable to the Company provided that the Company shall be entitled to elect to provide Maintenance Services in respect of such Equipment on the terms specified in section 3.9.
- 3.9.25 If the Equipment is moved to another premises and the Company elects to continue to provide Maintenance Services, the Company will be entitled to review and if appropriate increase the maintenance charge payable under this Agreement, to cover any additional costs to the company in providing Maintenance Services at the new location.
- 3.9.26 The Company shall be entitled to inspect the Equipment before accepting any request to undertake any maintenance obligations in respect of such Equipment.

