

1. DEFINITIONS AND INTERPRETATION

In these Conditions, the following definitions apply:

- **"Agreement"** means the Order Form together with these Commercial Terms and Conditions and any applicable Service Level Agreements (SLAs).
- **"Company"** or **"We"** or **"Us"** means **JabbaTalk Limited** (Company Registration Number: **07260162**), having its registered office at The Ironworks, Warton Road, Carnforth, Lancashire, LA5 9EX.
- **"Customer"** or **"You"** means the business, corporate entity, or person purchasing Services from the Company.
- **"Services"** means any of the services provided by the Company, including Broadband, Horizon VoIP services, Mobile Airtime, Vehicle Tracking and Telematics, and any associated equipment or support.
- **"Minimum Term"** means the initial fixed period for a specific Service as set out on the Order Form or within these Conditions (e.g., 36 months for Horizon, Broadband & 30 days for Mobile Sims).

2. COMMENCEMENT, SUPPLY, AND DURATION

2.1. This Agreement shall commence upon acceptance of the Order Form by the Company or when the Company begins provisioning the Services and shall continue for the duration of the applicable Minimum Term for each individual Service, and thereafter until terminated in accordance with Clause 10.

2.2. Service-Specific Minimum Terms:

- **Horizon VoIP Services:** Subject to a standard Minimum Term of **36 months**, unless an alternative shorter or longer term is expressly agreed upon and recorded in writing on the Order Form.
- **Mobile Airtime & SIMs:** Subject to a **30-day rolling contract** minimum term, allowing cancellation or changes subject to network notice periods.
- **Broadband & Vehicle Tracking/Telematics:** Subject to the Minimum Term specified on the relevant Order Form (standard industry terms apply unless otherwise agreed).

3. CHARGES, PAYMENT, AND CREDIT

3.1. You agree to pay all charges set out in the Order Form or notified by the Company from time to time. Charges may include connection fees, monthly recurring charges, usage-based/call charges, and equipment costs.

3.2. All sums due are exclusive of Value Added Tax (VAT), which shall be paid by the Customer at the prevailing rate.

3.3. Payment must be made by Direct Debit unless otherwise agreed in writing. Invoices are due for payment within 14 days of the invoice date.

3.4. If you fail to pay any sum due by the due date, the Company reserves the right to charge interest on the overdue amount at the rate of 4% per annum above the base lending rate of the Bank of England, accruing daily from the due date until payment is made in full. The Company may also suspend Services until all outstanding balances are cleared.

3.5 **Price Adjustments (RPI):** We reserve the right to increase its monthly recurring prices annually in line with the Retail Price Index (RPI) rate of inflation. **We will notify you in writing at least 30 days in advance** of any such price adjustment taking effect.

4. PROVISION OF SERVICES & INSTALLATION

4.1. The Company will use reasonable endeavours to provide the Services by any agreed target date, but all dates are estimates, and time shall not be of the essence.

4.2. The Customer is responsible for ensuring that an appropriate environment, power supply, and network infrastructure are available for the installation and operation of equipment (including routers, tracking devices, and VoIP handsets).

4.3. **Vehicle Tracking and Telematics:** Where telematics hardware is supplied, the Customer is responsible for granting safe access to vehicles for installation and ensuring devices are not tampered with. The Customer acknowledges that telematics services rely on cellular network coverage (GSM) and GPS availability.

4.4 VEHICLE TRACKING AND TELEMATICS SERVICES

4.4.1 **TrustTrack Platform Access** Where the Company provides access to the TrustTrack vehicle tracking platform or any equivalent telematics platform, the Customer shall ensure that all login credentials are kept secure and shall be responsible for all activity carried out using those credentials.

4.4.2 **Accuracy of Location Data** The Customer acknowledges that vehicle location information, journey history, driver behaviour reporting, geofencing, and related telematics data are dependent upon GPS satellite signals, mobile network availability, and the correct operation of installed hardware. The Company does not warrant that location information will be continuously available, uninterrupted, or accurate to a specific degree at all times.

4.4.3 **Installation and Vehicle Access** The Customer shall provide reasonable access to vehicles for installation, maintenance, inspection, replacement, or removal of telematics equipment. The Customer is responsible for ensuring that vehicles are presented in a safe and roadworthy condition for any installation work.

4.4.4. **Tampering and Equipment Interference** The Customer shall not remove, modify, disconnect, relocate, interfere with, or permit any third party to tamper with any tracking equipment supplied by the Company without prior written consent. The Company shall not be liable for service interruption, inaccurate reporting, or equipment failure resulting from such actions.

4.4.5. **Driver and Employee Compliance** the Customer remains solely responsible for ensuring that its use of vehicle tracking services complies with all applicable employment, privacy, and data protection legislation, including informing employees, drivers, contractors, or vehicle users that vehicle tracking technology may be in operation where required by law.

4.4.6. **Service Availability** Vehicle tracking services rely upon third-party mobile network operators, GPS services, and cloud infrastructure providers. The Company shall not be liable for service degradation, loss of tracking functionality, delayed updates, or service interruptions caused by factors outside its reasonable control.

4.4.7. No Theft Recovery Guarantee Vehicle tracking services are provided as a monitoring and reporting tool only. The Company does not guarantee vehicle recovery, theft prevention, accident prevention, driver safety, fuel savings, or any specific operational outcome resulting from the use of the Services

4.4.8. Suspension and Non-Payment The Company reserves the right to suspend access to the TrustTrack platform and associated telematics services where any invoice remains unpaid beyond the due date. Restoration of service may be subject to payment of all outstanding charges.

5. HORIZON VoIP SERVICES

5.1. Horizon is a hosted IP telephony service. Voice quality and service reliability depend on the Customer's underlying internet connection quality and bandwidth.

5.2. **Emergency Calls (999/112):** The Customer acknowledges that Horizon VoIP services rely on a fixed registered address. If a handset is moved to a different location without updating the address profile, emergency services may be dispatched to the wrong location. The Customer is solely responsible for maintaining accurate site records.

5.3. Power outages or broadband failures will disrupt Horizon VoIP services unless backup power solutions are deployed.

5.4. Horizon offers unlimited calling including 01,02, 03 & 07 UK numbers, subject to a fair use policy of 2000 UK landline minutes and 2000 UK mobile minutes, per user, per month. Multiple users on the same account will benefit from their minutes being pooled across the companies whole Horizon account.

5.5. Calls to overseas numbers will be at our standards out of bundle charges please ask for current rates. Calls to UK landlines and mobile outside of our fair use policy will be charged at 1ppm and 3ppm respectively.

6. MOBILE AIRTIME SERVICES

6.1. JabbaTalk provides mobile airtime connecting to all major UK networks.

6.2. Mobile services are subject to the coverage availability, network policies, and fair usage policies of the respective underlying UK network operators.

6.3. Roaming, international calls, and out-of-bundle usage will incur additional charges billed in arrears.

7. BROADBAND SERVICES

7.1. Broadband speeds quoted are estimates (maximum or average speeds) and cannot be guaranteed, as actual speeds depend on network capacity, line length, contention ratios, and local infrastructure.

7.2. The Customer agrees to comply with any acceptable use policies enforced by our upstream network carriers and refrain from unlawful or abusive network utilization.

7.3. If a managed router has been provided by JabbaTalk or its supplier then the router remains the property of the supplier in all instances and if the service is cancelled, then this equipment must be returned at your cost, otherwise a charge will be implemented of £275.00 for non-returned equipment.

8. EQUIPMENT, RISK, AND TITLE

8.1. Risk in any hardware or equipment supplied by the Company passes to the Customer upon delivery.

8.2. Title to equipment remains with JabbaTalk Limited until all charges due under the relevant contract have been paid in full. Until title passes, the Customer shall keep the equipment insured and free from any charges or liens.

9. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

9.1. All intellectual property rights in or arising out of or in connection with the Services shall be owned by the Company or its licensors.

9.2. Both parties agree to comply with applicable data protection legislation (including the UK GDPR and Data Protection Act 2018) in respect of any personal data processed under this Agreement.

10. TERMINATION AND CANCELLATION

10.1. End of Minimum Term: Either party may terminate a specific Service upon or after the expiry of its Minimum Term by giving not less than **30 days' written notice** (or as otherwise specified for mobile/broadband lines).

10.2. Early Termination: If the Customer terminates a Service (such as a 36-month Horizon contract or Broadband Services) prior to the expiration of the Minimum Term, or if the Company terminates the Agreement due to the Customer's material breach (e.g., non-payment), the Customer shall immediately pay an **Early Termination Charge**. This shall equal 100% of the remaining monthly recurring charges that would have fallen due from the date of termination until the end of the applicable Minimum Term. We also reserve the right to charge a cease fee of £50.00 per circuit for an out of contract broadband service of £75.00 if still in contract which is a charge levied on us by BT Wholesale.

10.3. **Mobile SIMs** Most services being provided on a 30-day rolling contracts basis, these can be cancelled or ported out (by requesting a Porting Authority Codes (PAC) and by providing 30 days' written notice without liability for early termination penalties, provided the initial 30-day window has passed unless other terms have been agreed for example 12/24 month term commitments, in this instance early termination charges would apply as show in in 10.2.

10.4. **Vehicle Tracking and Telematics Services** Any early termination charge shall include any remaining subscription charges, platform licence fees, SIM charges, and any hardware subsidy or installation costs that have not been recovered during the Minimum Term.

11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

11.2. The Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Agreement.

11.3. The Company's total aggregate liability to the Customer in respect of all other losses arising under or in connection with this Agreement shall be limited to the total charges paid by the Customer to the Company under the specific Service order in the 12 months preceding the event giving rise to liability.

11.4 Signing of the Customer Information Form (CIF) confirms you agree with all the above terms and conditions.

12. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control (including natural disasters, strikes, failures of public utility or telecommunications networks, cyber-attacks, or government restrictions).

13. GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Revised 23rd October 2026