



Keyfort Limited

Terms & Conditions of Business

Last Modified December 2018



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Terms and Conditions of Business

1. Definitions and Interpretation

1.1. In these Conditions:

“Accepted Order” means an Order which has been accepted by Keyfort, acceptance being indicated by an Order being signed by Keyfort and returned to the Client;

“Agreement” means any agreement made subject to these Conditions that shall incorporate these Conditions;

“BT” means British Telecommunications plc;

A **“Call”** is defined as the connection of one or more parties via the networks or the PSTN by which the ability to transmit or receive digital data or other information is made possible. This applies to one and two way traffic and includes any recorded and/or automated transmissions and or the reception of data;

“Collocated Equipment” means any of equipment owned by Keyfort, its agents, service providers or sub-contractors sited at the Client’s or other third party’s premises as required to provide the Service;

“Client” means any person or organisation with whom Keyfort enters into an Agreement subject to these Conditions;

“Client Equipment” means any equipment owned by the Client and is used in connection with the provision of a collocation service, or which is the supplied by Keyfort for purchase by the Client under an Accepted Order;

“GDPR” means the General Data Protection Regulation.¹

“Internet Address” means such sequence of alpha numeric or numeric only characters as are used from time to time by the Client to identify himself and or his computer or computers to other users of other computers to which Keyfort is from time to time connecting or otherwise forwarding data to and from the Client;

“Internet” means the global data network comprising interconnected networks using TCP/IP to which Keyfort is connected and provides access to its Clients;

“ISP” means an Internet Service Provider;

“Keyfort” means Keyfort Limited (UK company registered number 04009023) whose registered office is at 6 Stratfield Saye, 20-22 Wellington Road, Bournemouth BH8 8JN;

“Leased Equipment” means any equipment owned by Keyfort and leased to the Client;

“Network Operator” means the legal entity or entities responsible for operation of a communications network;

“Normal Service Hours” equate to either the hours in a standard working day (Monday to Friday 09:00 to 17:30 excluding English national holidays) or the hours in the extended support cover agreed in writing in the applicable Managed Service Agreement (e.g. 24x7).

“OLO” means a Network Operator other than BT (or Other Licensed Operator);

¹ Reference the Information Commissioner’s Office, UK.
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“Password” means the alphanumeric characters chosen and used exclusively by the Client at his own risk for the purpose of securing and maintaining the exclusivity of his access to Keyfort's service;

“PDN” means the Public Data Network operated by a PTO as defined by the Telecommunications Act 1984;

“POLO” is the pence per minute “payment to OLO” rate payable by BT to Keyfort's telecommunication provider from time to time for the termination of a Call originated on the BT telecommunications system to a Client as set out in BT's carrier price list from time to time;

“PSTN” means the Public Switched Telephone Network operated by a PTO as defined by the Telecommunications Act 1984;

“PTO” means a Public Telecommunications Operator as defined by the Telecommunications Act 1984;

“Retail Rates” mean the rates for retail telecommunications services provided by BT as set out in BT's retail price list from time to time;

“RIPE” means the Réseaux IP Européens - RIPE administer and provide technical co-ordination necessary to enable the operation of a pan-European IP network. They manage the allocation of all IP's in Europe;

“Service Commencement Date” means the date identified as the delivery date on Keyfort invoice to the Client;

“Service” means the services described in the current Company literature together with such Value Added Services to be provided by Keyfort to the Client but in any event include the provision of data network services using TCP/IP. Representations made by Keyfort's distributor will not form part of this agreement unless confirmed in writing prior to purchase of the service;

“TCP/IP” is the abbreviation for Transmission Control protocol/Internet Protocol;

“Transit Charges” means the charges payable to BT or other OLO by Keyfort's telecommunications provider for the transit of Calls originated on an OLO's system and terminated on an OLO's system, as set out in BT's or OLO's appropriate carrier price list from time to time;

“Upgrade Usage Charges” means such charge for such predetermined unit of time and or volume of data together with any charges related to Value Added Services from time to time provided by Keyfort in each case at the rates set out or referred to in Keyfort's published tariffs and or such as may be agreed in writing with between the Client and Keyfort;

“User Name” means such sequence of alpha numeric characters as are used from time to time by the Client to identify himself to other users of other computers to which Keyfort is from time to time connecting or otherwise forwarding data to and from the Client; and

“Value Added Service” means the provision of a service other than simple connectivity that may be detailed in the current Company brochure.

1.2. In these Conditions and an Agreement, unless the context otherwise requires or is otherwise specified:

1.2.1. reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;



1.2.2. words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;

1.2.3. any reference to a party includes a reference to its successors in title and permitted assigns;

1.2.4. references to clauses and schedules are to be construed as references to the clauses of, and schedules to, these Conditions or the Agreement;

1.2.5. the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of these Conditions or the Agreement.

1.3. In the event of any conflict (whether as to interpretation or otherwise) between the provisions of an Accepted Order, the Agreement, these Conditions and the provisions of any other agreement or document referred to in this Agreement the following order of precedence shall apply:

1.3.1. the Accepted Order;

1.3.2. the Agreement;

1.3.3. these Conditions; and

1.3.4. that other agreement or document.

1.4. A third party who is not a party to the Agreement has no right to enforce any term of it.

2. Acceptance of orders

Keyfort reserves the right to refuse any order for subscription, services or goods.

3. The Service

3.1. Subject to these Conditions Keyfort will provide the service options attached at Schedule 3.

3.2. Domain Name registration is subject to the availability of the requested Domain Name, and the Client accepts that registration can take from 1 to 40 working days from the date of payment and receipt of full details.

3.3. Domain name renewals are the responsibility of the Domain Owner. The Domain Owner must not rely upon receiving notification from domain registrars, agents or resellers for Domain renewals. It is the responsibility of the Domain Owner to ensure the renewal fee has been received by the registrar within the existing registration period.

3.4. The Client acknowledges that the web sites hosting service will take up to 3 weeks from the date of payment until it is fully operational.

3.5. Keyfort shall procure the provision of connectivity to the Client as soon as reasonably possible. Any date indicated by Keyfort as a date for connection is an estimate only and may be liable to change without prior notification to the Client. Accordingly Keyfort will not be responsible for any delay in connection beyond such a date.



- 3.6. It shall be the responsibility of the Client to ensure that the contact, billing and other email addresses, mail address, telephone and fax numbers held by Keyfort are correct and up to date. Clients must ensure that email and other addresses etc. are updated within five days of the change becoming effective. Keyfort will not be held liable for any failure to contact Clients via addresses held within records but not updated by Clients.

4. Right to change Username, Internet address and Password

Keyfort shall have the right from time to time to change the Clients User Name, internal Address and or Password allocated by Keyfort for the purpose of essential network maintenance, enhancement, modernisation or other work deemed necessary to the operation of the Internet. Any such changes will be notified by email or fax.

5. Payments

- 5.1. Charges for the Service shall be paid by the Client to Keyfort in advance annually, quarterly or monthly unless any other payment method has been agreed in writing between Keyfort and the Client or as detailed on any Accepted Order.
- 5.2. Keyfort reserves the right to vary from time to time all charges with one months' notice to the Client.
- 5.3. Any Upgrade Usage Charges detailed in any of Keyfort's published tariffs and that of its appointed distributor currently in operation shall be paid by the Client to Keyfort in advance, covering the period to the next payment date for the original data rate supply rate and thereafter simultaneously with the original data rate supply payment.
- 5.4. If this agreement is upgraded to provide a higher level of service, then the service will continue at the higher rate for the remainder of the contract period.
- 5.5. Colocation bandwidth is monitored on a monthly basis. If usage exceeds agreed commitment then an additional invoice will be presented to the Client for the difference between usage and commitment. The uncommitted bandwidth will be charged at a rate as may from time to time be amended by Keyfort.
- 5.6. Itemised details of excess usage and any other relevant charges may be made available to the Client if ordered in advance and Keyfort reserves the right to make an additional charge for this service.
- 5.7. There will be a standard £50 cessation charge payable on cancellation for each and every xDSL or leased line ceased.
- 5.8. All payments shall be due to Keyfort net on presentation of invoice unless otherwise specified on the invoice at Keyfort's main office or at such other address as may from time to time be specified by Keyfort in writing. All usage charges shall be payable in full in respect of the month in which the notice to terminate the Agreement expires.
- 5.9. Interest payable on demand whether before or after judgement shall accrue from day to day on overdue amounts at the rate of 2% above base rate together with VAT if applicable.
- 5.10. Customers who make duplicate payments for services or who overpay invoices will be refunded the difference subject to an administration charge of £25 (+VAT) being deducted from the refund unless Keyfort



agrees in writing to waive this charge. If the refund amount is less than £25 (+VAT) then no refund will be made.

6. Usage

6.1. The Client hereby agrees to:

- 6.1.1. accept and abide by the Keyfort Acceptable Use Policy as published on the Keyfort web site at <http://www.keyfort.co.uk/aup.html> and as may from time to time be changed;
- 6.1.2. refrain from transferring any illegal material (including but not limited to material which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or in breach of copyright, privacy or other rights) to or from other users of the service or the PDN and the other privately owned and operated services to which Keyfort may from time to time provide access;
- 6.1.3. refrain from sending menacing, offensive, abusive or annoying messages whilst using the Service via Keyfort or any other ISP;
- 6.1.4. not divulge their Password to any third party and use all reasonable endeavours to keep the same confidential and inaccessible to third parties;
- 6.1.5. keep Keyfort informed of any change to the Client's address as set out overleaf and other such information as may affect the payment of charges due;
- 6.1.6. immediately cease to use and return any Internet Addresses allocated by Keyfort to the Client on termination of this Agreement;
- 6.1.7. not to announce by any means any and all Internet Addresses allocated to or by the Client as part of an autonomous system;
- 6.1.8. not to use or permit the usage of the Service in an unlawful manner or in contradiction of published legislation and regulations governing the Internet; and
- 6.1.9. include the above restrictions in all the Client's on selling conditions using Keyfort's Service and not to resell a bandwidth greater than that purchased and contracted from Keyfort unless linked to the Internet through another provider in addition the bandwidth provided by Keyfort (dual homed) when the restriction will apply at the aggregated data rate.

6.2. Keyfort reserves the right to restrict or block internet traffic to or from a Client server in the event of a failure to abide by the published terms of the Acceptable Use Policy. This may include, but not exclusively, the transmission of unsolicited email.

6.3. Keyfort reserves the right to make an administrative charge as a result of abuse of the Acceptable Use Policy.

6.4. Keyfort does not tolerate abusive behaviour from anyone and reserves the right to terminate, without further notice or refund, the services of any client or user who demonstrates abusive, intolerant, violent, verbally abusive or threatening behaviour towards Keyfort, its staff, contractors, clients or other users.

7. Equipment

7.1. Client Equipment shall:

Keyfort Limited

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- 7.1.1. at all times be at the Client's risk;
 - 7.1.2. be insured by the Client against all risks;
 - 7.1.3. be subject to terms and conditions of the landlord or owner of the building in which the equipment is located; and
 - 7.1.4. be compliant with the 'Control of Noise at Work Regulations' and any equipment that exceeds the 'lower action value' may not be operated within the building.
- 7.2. Leased Equipment from Keyfort shall:
- 7.2.1. at all times remain the property of Keyfort; and
 - 7.2.2. be covered by, and the Client agrees to maintain at Client's expense during the entire time this Agreement is in effect, comprehensive general liability insurance.
- 7.3. Client Equipment which is supplied by Keyfort pursuant to a purchase order shall:
- 7.3.1. remain the property of Keyfort until full payment for the Client Equipment in cleared funds has been received by Keyfort, at which time title to the relevant Client Equipment shall pass to the Client; and
 - 7.3.2. be supplied without any warranty, representation or condition, whether express or implied by common law or statute and all such warranties, representations and conditions are excluded to the fullest extent permitted by law, save that any manufacturers' or suppliers' warranties that are capable of assignment shall be assigned by Keyfort to the Client.
- 7.4. All Client Equipment which is not located on land owned or leased by the Client or its agents shall be subject to a general and particular lien for the payment of fees or charges payable by the Client to Keyfort under any Agreement, and Keyfort may sell any Client Equipment and apply the proceeds of sale in or towards satisfaction of every lien and all proper charges and expenses related to each lien, accounting to the Client for any surplus, if the lien is not satisfied with 14 days from the date when Keyfort first gave notice of its exercise of any lien.
- 7.5. Where Collocated Equipment or Client Equipment is located on land owned or leased by the Client or its agents, the Client shall grant or shall procure the grant to Keyfort, its employees, agents or contractors of a licence to enter the land to execute any works for and in connection with the maintenance, adjustment, repair, alteration or removal of the Collocation Equipment or Client Equipment, subject to the Client's or its agent's reasonable terms and conditions governing security and access procedures to enter the land if such terms and conditions provide for emergency access to the Collocated Equipment or Client Equipment outside of normal business hours.

8. Telecommunication tariffs

The Client warrants to Keyfort on the date of this Agreement, on an ongoing basis throughout this Agreement, that it has independently verified the current voice over Internet Protocol (VoIP) call charges available via Keyfort's web site www.keyfort.co.uk and Transit Charges and any other applicable charges by reference to BT's or OLO's appropriate retail and carrier price list from time to time.



9. Liability

9.1. Keyfort shall not be liable for the following to the extent permitted by the applicable law:

9.1.1. indirect damages, loss of profits, business revenue, goodwill or any economic loss;

9.1.2. any claim made against the Client by another third party that does not follow a breach of these Conditions by Keyfort;

9.1.3. any loss or damage to the Client caused by or arising from any act or omission of the Client, any PTO or Value Added Service supplier; or other client or persons; or

9.1.4. any act caused as a result of force majeure or beyond Keyfort's control.

9.2. Keyfort's total liability for any loss or damage suffered by the Client shall not exceed the greater of £500 or the aggregate of all charges payable or paid by the Client for the Service supplied in the 12 month period beginning on the Service Commencement Date or its anniversary in which the event giving rise to the claim occurs.

9.3. Neither party excludes or limits its liability to the other for death or personal injury resulting from the proven negligence of either party, its employees or agents.

10. Changes to the Service

10.1. The Client may request service additions through placement of orders or request service items to be ceased subject to termination procedure as per Clause 12 below. Such additions and cessations will be automatically added to the agreement, noted in its Version Control table above and reflected in the Schedule of Service Options Provided.

10.2. If any Network Operator shall discontinue the provision of telecommunications services to Keyfort or shall alter by modification, expansion, improvement, maintenance or repair the telecommunications services or any part thereof provided to Keyfort or shall disconnect the Client's apparatus from the PSTN, PDN or Internet, Keyfort shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Services as necessary.

10.3. If a Client's equipment produces excessive heat, generates disruptive or excessive internet traffic or any other kind of disturbance or nuisance which affects equipment operated by other clients or Keyfort, Keyfort reserves the right, on giving three months written notice to the Client, to relocate a client's rack and/or equipment.

11. Suspension

The Service may be suspended or suspended during peak times by Keyfort without notice and without prejudice to Keyfort's rights of termination under clause 12 in the event of the following.

11.1. Failure by the Client to make any payment to be made to Keyfort on its due date for payment.

11.2. If the Client does or suffers anything to be done which jeopardises the Service or any network to which the Client is from time to time connected.



11.3. If the Client's credit limit has been exceeded or if the Client is otherwise in breach of these Conditions.

11.4. No such suspension shall affect the liability of the Client to pay charges and other amounts to Keyfort, and without limitation, the annual subscription charge will continue to accrue. During suspension Keyfort reserves the right to refuse to release the Client's Internet Address as issued by Keyfort.

12. Termination

This Agreement shall remain in force, for each Service Option as listed in Schedule 3 below, for a minimum period of 36 months from the date installation as listed on Schedule 3. Termination can be effected as follows:

12.1. By the Client

12.1.1. The Client may terminate Service Options (ref. Schedule 3) by giving 3 calendar months' written notice, which may expire at any time after 36 months from the Service Option's Commencement Date. In the event that the Service Option is amended the latest amendment date will be taken as the start date for the first year. Email notification to support@keyfort.co.uk will be accepted as notice of termination of Service Option(s).

12.1.2. Some Service Options may have alternative minimum periods other than 36 months which are shown to the Client during the ordering process and listed in the Service Option description in Schedule 3.

12.1.3. Cessation administration charges may be applicable. By default a cessation charge of £50.00 GBP will be charged per Internet circuit/fibre cessation.

12.2. By Keyfort

Keyfort may terminate this Agreement:

12.2.1. at any time and without notice if the Client commits any breach of this Agreement including, but without limitation, non-payment of any subscription charges; or

12.2.2. by at least 3 months written notice to the Client; or

12.2.3. with immediate effect if bankruptcy or insolvency proceedings are brought against the Client, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of the Client's assets, or the Client goes into liquidation.

12.3. Keyfort reserves the right to invalidate any Client's User Name and Internet Address issued to the Client following termination of this Agreement.

12.4. Domain name hosting and transfer request for DNS records must be in writing with the authorised signature of the domain owner. There is no charge for the transfer, but a small charge may be made for administration.

12.5. Domain Name transfers will not be made until all outstanding amounts have been paid by the Client.

12.6. Domain Names shall remain the property of Keyfort until all outstanding amounts have been paid by the Client except in such situations where the Domain Name has been previously registered and paid for in full by the Client or third party.



- 12.7. No refund of subscription charges will be made to the Client upon termination of the Agreement by either Keyfort or the Client unless termination is in accordance with Clause 12.2.2 when a pro-rata refund minus costs may apply.
- 12.8. The Client shall at his own cost return to Keyfort all equipment cables and literature belonging to Keyfort within 5 days of final completion of the agreement and ensure that it arrives in good working order.
- 12.9. Keyfort has the right to terminate the Agreement immediately if the Client or any of its employees or agents engages in any conduct that is prejudicial to Keyfort or in the event of non-payment of invoices by the Client within thirty days of the due date for payment.
- 12.10. Upon receipt by Keyfort of notice of termination, all invoices, including the termination invoice, will become due for immediate payment.
- 12.11. Upon termination, the provision of the Services shall be immediately ceased and the Client shall:
 - 12.11.1. pay all outstanding fees and charges due under the Agreement, including, but not exclusively, termination costs and excess bandwidth charges;
 - 12.11.2. at its own cost, remove all its Colocated Equipment from the premises without delay, providing all outstanding charges due under this Agreement are paid;
 - 12.11.3. return to Keyfort any equipment, materials and restricted information belonging to Keyfort.
- 12.12. Keyfort reserves the right to impose a charge equal to the full cost of Service due for the minimum Agreement period as applicable per Service item.

13. Rights of termination

- 13.1. Termination of the Agreement shall not affect any pre-existing liability of the Client or affect any right of Keyfort to recover damages or pursue any other remedy in respect of any breach by the Client of the Agreement.
- 13.2. On termination of the Agreement the right to the use of the Internet Address allocated by Keyfort shall revert to Keyfort under RIPE terms or agreement except where a specific agreement has been reached in writing between the RIPE and the Client for the transfer of the Internet Address and the fee or other payment required by Keyfort in connection with such transfer has been paid for by the Client.
- 13.3. In the event of termination of the Agreement by Keyfort on account of any breach of these Conditions by the Client, Keyfort shall be entitled to the balance of all annual subscription payments and call charges which would, but for such termination, have accrued up to the earliest date on which the Agreement could have been terminated by the Client in accordance with these Conditions.

14. User Name and Internet Address

Keyfort shall not be requested or required to release the User Name Domain Name or Internet Address and may refuse to do so until this Agreement has been lawfully brought to an end and all sums due hereunder have been received by Keyfort, and the Client has complied with all its obligations hereunder. Domain Names remain the property of Keyfort until all sums due have been received.



15. Notices

- 15.1. Any notices under or in connection with this Agreement shall be in writing and shall be delivered by Royal Mail post to the relevant address given in the Agreement or to such address as the recipient may have notified to the other party via e-mail for that purpose.
- 15.2. Suspension notices for non-payment of charges will be deemed as delivered by facsimile to the relevant facsimile number given in the application or to such facsimile number as the Client may have notified.
- 15.3. Any notice shall be duly given, if given by pre-paid first class mail, at the expiration of 48 hours after the envelope containing the same shall have been posted. In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such communication was properly addressed and posted as a pre-paid first class letter.

16. Expenses of Keyfort

The Client shall pay to Keyfort all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by Keyfort in enforcing any of these Conditions, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Client in the event that legal processes cannot be enforced at the address last notified to Keyfort.

17. Non waiver

The allowance of time to pay or any other indulgence by Keyfort in respect of payments due to it shall in no manner affect or prejudice its right to payment together with interest provided under these Conditions.

18. Invalidity

If these Conditions or the Agreement or any part thereof shall be adjudged for any reason to be void, unenforceable or ineffective but would be adjudged to be valid effective and enforceable if part of the wording were deleted or a provision were reduced in scope these Conditions of the Agreement shall continue with such modifications as may be necessary to make its provisions (or if such be the case its remaining provisions) valid effective and enforceable.

19. Confidentiality

Each party hereto undertakes to the other that it shall keep, and shall procure that its directors and employees shall keep secret and confidential and shall not use or disclose to any other person any information or material of a technical or business nature relating in any manner to the business, products or services of the other party which the first party may receive or obtain in connection with or incidental to performance of the Agreement, provided that:

- 19.1. the first party shall not be prevented from using any general knowledge, experience and skills not treated by the other party as confidential or which do not properly belong to the other party and which the first party may have acquired or developed at any time during the Agreement;



- 19.2. the first party shall not be prevented from using the information or material referred to above to the extent such information or material comes into the public domain otherwise than through the default or negligence of the second party; and
- 19.3. notwithstanding the above, either party shall have the right to communicate any information concerning the other party to any Government department or body or other authority established by statute or under subordinate legislation, where such information is required by law or is otherwise properly required under a PTO licence, Office of Telecommunications regulation, or Code of Practice or otherwise.

20. Assignment

Neither party shall assign or transfer any of its rights or obligations under an Agreement save that Keyfort may assign to an associated company within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, on notice.

21. Miscellaneous

- 21.1. Keyfort and the Client acknowledge and agree that this Agreement shall not establish or constitute any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other without the other's prior written consent.
- 21.2. Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other document issued by Keyfort or contained on any page of Keyfort's web site shall be subject to correction without any liability on the part of Keyfort. For the avoidance of doubt, the Keyfort brochure and other sales literature or marketing materials, either appearing on Keyfort's web site or in printed form, are not incorporated into and do not form part of this Agreement.
- 21.3. The Client agrees that Keyfort may refer to the Client, with relevant description of the Client's business, in any of Keyfort's marketing materials or on Keyfort's web site. The Client hereby grants Keyfort a limited licence to use any Client trade names and trademarks solely in connection with such marketing.
- 21.4. Except as expressly provided, the parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 21.5. The failure or delay of Keyfort to enforce any part of the Agreement shall not affect or waive Keyfort's rights to enforce it at a later date.

22. Other printed or standard conditions

- 22.1. All Services are provided on the foregoing conditions which, together with any special terms set out on an Order or in the Agreement, constitute the entire agreement to the exclusion of any other terms and conditions and no agreement terms and conditions contained in any document sent by the Client to Keyfort shall be of any effect with respect to the Agreement unless expressly accepted by a duly authorized officer of Keyfort in writing.
- 22.2. The Client acknowledges that the Client has not relied on and shall not be entitled to rescind the Agreement or to claim damages or any other remedy on the basis of any representation, warranty, undertaking or statement which is not set out in these Conditions, the Agreement or an Accepted Order,



including any representation made by or on behalf of Keyfort in relation to the Service which has induced the Client to enter into the Agreement with Keyfort.

23. Variation

Keyfort reserves the right to vary these Conditions as a result of changes required by its insurers, new legislation, statutory instruments, Government regulations or licences. These Conditions may not otherwise be varied or waived except by express written agreement between both parties.

24. Law and arbitration

- 24.1. These Conditions and all Agreements are subject to the laws of England.
 - 24.2. These Conditions incorporate the provisions for arbitration if any are available under any Code of Practice issued by the Network Operator under the provision of its licence. Any dispute which may arise between the parties concerning this Agreement shall be determined either in accordance with such arbitration procedure, if any, or by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.
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