



## 1. Definitions:

**Business Tariff\*\*:** New or upgrading business customer on a Business Tariff, each year, your Rental Charges will be increased by the RPI Rate of inflation announced in February. If RPI is negative, Rental Charges will remain the same. You'll see this increase on your April bill onwards. **\*\* Business Tariff:** means Business, Business SIMO, Business Data Only and Business Data SIMO tariffs.

**Small Biz Tariff\*:** new or upgrading business customer, on a Small Biz Tariff your Rental Charges will be increased in April each year by the RPI Rate of inflation announced in February plus 3.9%. If RPI is negative, we'll only apply 3.9%. You'll see this increase on your April bill onwards. **\* Small Biz Tariff:** means Small Biz, Small Biz \*SIMO, Small Biz Data Only and MBB SIM Only tariffs

**Pro Rata:** this means the cost of the old tariff and the start of the new tariff until your next billing date

**Spend Cap:** you can now choose to apply a Spend Cap with your monthly tariff (with the exception of Shared Tariffs), to help control your spend on out-of-bundle charges. Any chargeable usage outside your monthly allowance or outside of any Bolt On allowance will count towards your Spend Cap

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 0.

**Contract:** the contract between the Supplier and the Customer for the supply of the Goods in accordance with these Conditions.

**Customer:** the person or firm to whom the Goods are supplied by the Supplier.

**Device:** means a handheld mobile telecommunications device as specified on an Order.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

**Goods:** the goods (or any part of them) set out in the Order, which may be Devices or other related items such as Device accessories.

**Buyout:** means, credit paid to cover the cost of ending your current contract

**Hardware Cost:** means, good that are supplied when the order is taken out

**Hardware Fund:** means, if selected on the Order, a fund provided by the Supplier (up to the maximum amount specified on the Order) the value of which the Customer can use to select further Devices, Goods or other assistance in accordance with clauses 0 - 0 (inclusive).

**Rebate:** means, credit paid monthly over the turn of the contract.

**O2 Airtime Agreement:** means the agreement dated the same date as this Contract between the Customer and Telefonica UK Limited for airtime services.

**Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

**Return Date:** has the meaning given in clause 0.

**Supplier:** Communications Plus Limited (registered in England and Wales with company number 05938802).

### 1.1 Interpretation:

(a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes emails.

## 2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to receive the Goods in accordance with these Conditions and to enter into the o2 Airtime Agreement. The Goods are supplied to the Customer pursuant to these Conditions in consideration of the Customer entering into, and completing the term of, the o2 Airtime Agreement and fulfilling all of its obligations thereunder. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings or advertising produced by the Supplier and any illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.7 There is no cooling off period with this contract

### Hardware Fund

2.8 In addition to the supply of Devices and other Goods to Customers, the Supplier may, at its discretion, offer a Hardware Fund to Customers, to be utilised during the term of this Contract. The Customer may, subject to its continued compliance with these Conditions, from time to time request: the supply of additional Devices or other Goods; or the application of some or all of the Hardware Fund towards payment of outstanding balances under its o2 Airtime Agreement, up to the maximum value (either in aggregate and / or in respect of the Monthly Allowance, at the Supplier's discretion) of the Hardware Fund as specified on the Order (as may be amended by agreement of the parties in writing from time to time). The Supplier may, at its discretion, meet such Customer requests. The Customer hereby acknowledges and agrees that the provision of the Hardware Fund may, at the Supplier's discretion, be withdrawn by the Supplier at any time.

2.9 In the event that the o2 Airtime Agreement is terminated or cancelled for any reason, or the Customer becomes subject to any of the events listed in clause 0, the Hardware Fund shall automatically be withdrawn on the Return Date and any excess over the cumulative Monthly Allowance incurred by the Customer as at the Return Date (**Excess**) shall become immediately due and payable by the Customer to the Supplier.

*Excess example: if the Hardware Fund is £2,400 in respect of an o2 Airtime Agreement of 24 months and £2,000 of the value of such Hardware Fund has been applied as at a Return Date falling 12 months after commencement of a Contract, the cumulative Monthly Allowance will be £1,200 (12 months x £100), leaving an Excess of £800 falling immediately due and payable to the Supplier on the Return Date.*

2.10 Use of the Hardware Fund shall be monitored by the Customer's account manager and the Supplier shall provide updates to the Customer upon request. Any sums available under, and any other status in relation to, the Hardware Fund shall be determined solely by the Supplier's management information.

## 3. Goods



3.1 The Goods are described in the Supplier's catalogue or other sales literature.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

#### 4. Delivery

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. Alternatively, the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading / loading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.6 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### 5. Quality

5.1 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description;

and

- (b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 0, if:

- (a) the Customer gives notice in writing to the Supplier within the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 0;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

The supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 0 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 0;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (g) to the extent that the Goods are manufactured by a party other than the Supplier. In such case, to the extent that the benefit of any warranties made by the manufacturer of the Goods to the Supplier can be assigned to the Customer, the Supplier shall, if requested, assign them to the Customer.

5.4 Except as provided in this clause 0, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 0.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

#### 6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the later of: (i) the expiration of the full term of the o2 Airtime Agreement; and (ii) the time at which the Customer has fulfilled all obligations imposed on it pursuant to the o2 Airtime Agreement.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and full



working order and keep them insured against all risks for their full price from the date of delivery;

- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 0; and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Customer: (i) the Customer becomes subject to any of the events listed in clause 0; or (ii) the o2 Airtime Agreement is terminated or cancelled for any reason (the date of either event the **Return Date**), then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:

- (a) require the Customer to deliver up all Goods in its possession; and
- (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6.5 In the event that the Goods, when returned or recovered in accordance with clause 0, are not in full working order (to be determined at the Supplier's discretion), the Customer shall be required to pay to the Supplier a sum equivalent to the higher of: (i) the written down book value of the Goods; or (ii) the market value of the Goods, as at the Return Date, such payment falling due immediately. Payment of any sums due under this Contract shall be made to the bank account nominated in writing by the Supplier and the time for payment is of the essence.

6.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, the Supplier may withhold any further deliveries of Goods to the Customer until such time as payment has been made and the Customer shall pay interest on the overdue amount at the rate of 4 % per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 7. Termination

7.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an

extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

7.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause (a) to clause (d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

7.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

7.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

7.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

7.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

7.7 Where you enter into a Communication Services Agreement and cancel prior to a connection (which, for the purposes of this clause, shall mean the connection of an end user to a network/service provider such that the end user is capable of accessing and utilising the communication services under the Communication Services Agreement); or, transfer away from our services or change tariff to one which results in a lower monthly line charge during the initial term of such Communication Services Agreement; you shall pay an administrative charge of £250 for each connection and/or service user to us. The parties agree that the administrative charge is not a penalty but a genuine attempt to estimate the administrative expenses incurred by us in processing the said cancellation, transfer or downward migration.

## 8. Limitation of Liability

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

8.2 Subject to clause 0:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of sales; (iii) loss of goodwill or reputation; (iv) loss of business; (v) pure economic loss; (vi) loss of data; or (vii) any indirect or consequential loss, arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.



## 9. Force Majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

## 10. General

### 10.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

### 10.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause (b).
- (b) Each party may disclose the other party's confidential information:
  - a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 0; and
  - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### 10.3 Entire agreement

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.6 Severance. 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. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 10.7 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause (a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) 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.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

## 11. Data Protection

11.1 The parties operate in accordance with Data Protection Laws. The Customer and O2, who shall be Data Controllers, agree to fully comply with the provisions of or standards required by Data Protection Laws. O2 shall also act as a Data Processor for the Customer when acting upon the Customer's instructions to connect Users to the Service.

11.2 The Customer agrees that its details or those of its Users may be used and disclosed by O2 for the purposes of this Agreement and for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to O2 is compliant with Data Protection Laws and that Users have been notified of O2's Privacy Policy at [o2.co.uk/termsandconditions/privacy-policy](https://o2.co.uk/termsandconditions/privacy-policy). If a User does not want its details to be used for direct marketing purposes, the Customer should contact its designated O2 account manager or the O2 Data Controller at Telefónica UK Limited, 260 Bath Road, Slough, SL1 4DX.

11.3 To the extent that O2 is required as part of the Services to process Personal Data as a Data Processor only, O2 shall:

- (a) Process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, Customer Affiliates), for the purposes of performing this Agreement and in accordance with instructions contained in this Agreement



or the lawful instructions received from the Customer from time to time. O2 shall notify the Customer in the event that it becomes aware of applicable laws or regulation which prevents O2 from complying with the Customer's lawful instructions;

- (b) At all times comply with the data security related requirements of Data Protection Laws and shall (i) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and (ii) take reasonable steps to ensure the reliability of personnel, suppliers and subcontractors who may process Personal Data and ensure that all such personnel are bound by a duty of confidence to maintain the confidentiality of the Personal Data;
- (c) With effect from 25 May 2018, at the Customer's expense, provide reasonable assistance with the Customer's compliance with any exercise by Data Subjects of their rights under Data Protection Laws;
- (d) With effect from 25 May 2018 put in place a process whereby the Customer will be provided with access to a list of sub-processors processing Personal Data in relation to the Customer. In the event that the Customer objects to the use of a sub-processor the Customer shall be entitled to terminate the Agreement in accordance with clause 13.1. In relation to such sub-processors O2 shall ensure that any such processing is carried out in accordance with the requirements of Data Protection Laws including ensuring that a contract is in place providing (1) sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws; (2) prohibiting the sub processor from sharing any Personal Data with any third party without the prior authorisation of O2 or from using the Personal Data for any purpose other than as authorised by O2; and (3) obligations which are no less onerous than those placed on O2 under the terms of this clause 11.3;
- (e) with effect from 25 May 2018 and in the event that O2 becomes aware of a Personal Data Breach, notify the Customer of the Personal Data Breach without undue delay;
- (f) With effect from 25 May 2018 provide the Customer with reasonable assistance with the Customer's obligations under Data Protection Laws to notify data protection authorities and/or affected Data Subjects in the event of a Personal Data Breach;
- (g) With effect from 25 May 2018, at the Customer's request and expense, provide the Customer with such information as the Customer may reasonably request to enable the Customer to demonstrate compliance with its obligations under Data Protection Laws, to the extent that O2 is able to provide such information. Such information will include reasonable evidence of the results of any applicable third party audit commissioned by O2 to verify its information security controls. The Customer shall comply with any reasonable security instructions, confidentiality requirements and policies notified to it by O2 in connection with the review referred to in this clause 11.3 (g); and
- (h) On termination or expiry of this Agreement cease processing the Personal Data and delete such Personal Data from its systems (subject to any legal obligation that requires such Personal Data to be retained).

11.4 Subject to clause 11.3(d) O2 may transfer Personal Data in connection with the provision of the Services, including to any subcontractor, and such transfer may be outside the European Economic Area. In such circumstances O2 will comply with its obligations under Data Protection Laws by: a) taking reasonable steps to ensure the reliability of such subcontractors and prior to any such transfer will enter into a written agreement with such subcontractor containing contractual provisions which ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of the Personal Data; and b) complying with the requirement in Data Protection Laws to ensure an adequate level of protection to any Personal Data that is transferred.

11.5 The Customer acknowledges that when acting as a Data Processor, O2 is reliant on the Customer for direction as to the extent O2 is entitled to use and process the Personal Data in connection with the Services. Consequently, O2 shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to O2's actions to the extent that such actions result from instructions received from the Customer or any breach of this clause 11 by the Customer.