

# D R Communications Ltd General Terms & Conditions

## INTRODUCTION

Your agreement is with D R Communications Ltd (DRC) company number 5042330, whose registered office is at Fleming Court, Leigh Road, Eastleigh, Hampshire, SO50 9PD (the Company), and comprises of these General Terms & Conditions, together with the customer Order (whether submitted physically or electronically), Airtime Agreement and any relevant Product Terms. To the extent that there is any conflict between 1) the Airtime Agreement, 2) the customer Order, 3) the Product Terms and 4) the General Terms & Conditions, that shall be the order of presence. These Terms & Conditions may be reviewed on a regular basis and may be subject to change at any time. By entering into the Contract, the Customer confirms that it is contracting as a business customer not a consumer.

## DEFINITIONS

**Acceptable Use Policy** means DRC's policy for the use of the services as revised by DRC from time to time

**Airtime Agreement** refers to the agreement between the customer and the relevant network provider

**Applicable Law** means the laws of England and Wales and any other laws and regulations that apply to providing or receiving Goods and/or Services

**Authorised Contacts** means individuals authorised to act on behalf of the Customer in relation to the Service

**Business Day** is a day other than a Saturday, Sunday, or UK public holiday

**Charges** the fees and charges payable to DRC in relation to the Goods and/or Services provided by DRC

**Client Review** refers to an in-commitment review between DRC and the Customer, which discusses the Customer's Airtime Agreement and contract with the Company

**Customer** means any person, company, firm, body, association or organisation that partakes in services from the Company

**Data Protection Legislation** the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998

**Downward Migrate** refers to a change in tariff, by Customer request, which reduces the amount of monthly line rental payable by the Customer

**DRC** means D R Communications Ltd Company number 5042330 whose registered office is at Fleming Court, Leigh Road, Eastleigh, Hampshire SO50 9PD

**Equipment** the equipment detailed on the Order or in a Goods Schedule which is intended for use with the services offered by DRC

**Funding** refers to the amount allocated to the Customer at the absolute discretion of the Company; taking into account any connections, tariffs and the Minimum Term the Customer agrees to under the Airtime Agreement

**Funding Account** an account recording the Funding available to the Customer pursuant to Clause 6

**Funding Recovery Charge** the charge payable by the Customer to DRC calculated in accordance with Clause 6.5

**Minimum Term** will be the term stated on the Airtime Agreement or Customer Order

**Provider** the third-party provider of the Network Services to the Customer as identified on the Order Form

**Supervisory Authority** means any local, national, or multi-national agency, department, official, parliament, public, or statutory person, or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection legislation

## 1. PROVISION OF SERVICES

- 1.1. DRC agrees to use reasonable endeavours to provide the Services to the Customer on the terms and conditions of this agreement provided that DRC has accepted the Order.
- 1.2. The Minimum Period for each Service commences on the date of the initial connection for that Service. This Agreement will continue after the expiry of the Minimum Period unless and until terminated in accordance with Clause 11.
- 1.3. The Services are supplied subject to all limitations of the Telecommunications Network including the risk of any imposed legislation.

- 1.4. Where the Customer's name or if applicable, company registered number on the Customer Order Form is incorrect or incomplete, the Customer agrees that DRC may treat as being the Customer the individual or organisation that paid the Initial Service Charge for the Services.
- 1.5. The Customer acknowledges and agrees that DRC may facilitate entry into an Airtime Agreement between the Customer and Network Provider but is not a party to it and has no liability to the Customer in relation to it or any breach of it by the Network Provider. The Network Services shall be supplied by the Provider in accordance with the terms of the Airtime Agreement.
- 1.6. Services provided by DRC are separate from, and ancillary to the Network Services.
- 1.7. DRC will provide the Service in all material respects in accordance with the relevant Schedule (if any) and with the care and skill that would reasonably be expected in the circumstances. DRC shall take steps to ensure the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does DRC warrant or guarantee, that the Service will be uninterrupted, secure, and error-free.

## 2. ADDITIONAL ORDERS

- 2.1. By agreement with DRC, the Customer may provide DRC with the names, email addresses and telephone numbers of those individuals who are authorised by the Customer to make, and from whom DRC may accept, Orders for additional Network Services, Goods, and Services.
- 2.2. The Customer may, at any time, and giving not less than two Business Days' written notice, notify DRC of any changes to the individuals authorised under Clause 2. Such notification or withdrawal shall not affect the validity of any action taken by DRC prior to expiry of the relevant notice.

## 3. GOODS – ORDERING AND DELIVERY

- 3.1. The Customer is responsible for ensuring that the Goods are correct and appropriate for the Customer's intended use and requirements.
- 3.2. DRC shall deliver the Goods to the Shipping Address as detailed on the Order.
- 3.3. Any lead times or dates quoted for delivery are approximate only and time is not of the essence. The goods may be delivered by DRC in advance of any dates quoted for delivery of the Goods.
- 3.4. Delivery of the Goods shall be completed on the arrival of the Goods at the Shipping Address. The Customer is under obligation to inspect the Goods on delivery and report any discrepancies to DRC within one Business Day.
- 3.5. Delays in the delivery of Goods shall not entitle the Customer to:
  - 3.5.1. Refuse to take delivery of the Goods; or
  - 3.5.2. Claim damages; or
  - 3.5.3. Terminate all or part of the Contract
- 3.6. Prices for Equipment are at the discretion of the Company, who reserve the right to revise prices, limit quantities, correct errors in its documentation and refuse Orders.
- 3.7. The Customer acknowledges that such factors may change before an Order is placed but will not affect any Orders already accepted by the Company, unless an error in pricing has been made by the Company.

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- 3.8. If the Company has made an error in the price of Equipment, they will inform the Customer as soon as possible; DRC will ask the Customer whether they wish for the Order to go ahead at the correct price. DRC is not obliged to fulfil an Order that was advertised with an incorrect price.

## 4. WARRANTIES, REPLACEMENTS AND RETURN OF GOODS

- 4.1. The Goods, where new, are provided with the benefit of the Manufacturer's Warranty. Details of the Manufacturer's Warranty are set out on the manufacturer's website or in the user guide relating to the Goods, including but not limited to the Warranty Period.
- 4.2. Where Equipment supplied to the Customer is or becomes faulty during the Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions, or misuse):
- 4.2.1. The Customer should report the fault to DRC's support team on 01256 895895.
- 4.2.2. The Customer must re-package the faulty Equipment and ensure that such Equipment and all original accessories are returned to DRC at the Customer's cost and risk by such post shall ensure sufficient insurance to cover the value of the Equipment to DRC, 10 Kingsclere Business Park, Nr Newbury, Berkshire, RG20 4SW (or as otherwise directed by DRC).
- 4.2.3. DRC shall inspect the Equipment and may return it to the manufacturer. DRC shall at its sole discretion and subject to its inspection, choose to either:
- 4.2.3.1. provide replacement Equipment subject to Clause 4.3; or
- 4.2.3.2. refund such sum as DRC reasonably considers to be the market value of the faulty Equipment
- 4.3. The Customer acknowledges that, where it is determined (either by DRC or the Manufacturer) that the fault is not covered by the Manufacturer's Warranty, the Customer remains liable for any sums outstanding in respect of such items of Equipment.
- 4.4. The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Equipment prior to its return to DRC and the Customer agrees that DRC will not be liable if any such data is lost or corrupted during any process detailed in Clause 4.
- 4.5. Notwithstanding the provisions of Clause 4, no liability will be accepted under any warranty where any Customer invoice is overdue.

## 5. RISK AND RETENTION OF TITLE

- 5.1. The risk in the Goods shall pass to the Customer on delivery.
- 5.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, legal and beneficial title of the Goods shall not pass to the Customer until:
- 5.2.1. In respect of Goods for which DRC has invoiced the Customer, DRC has received payment in full (in cleared funds) for those Goods; or
- 5.2.2. In respect of Goods which DRC has provided or paid for (in whole or part) by way of Funding:
- 5.2.2.1. The Provider has received payment in full (in cleared funds) of all sums due from the

Customer under the Airtime Agreement in respect of the Minimum Term; and

- 5.2.2.2. Where applicable, DRC has received payment in full for any Funding Recovery Charge

- 5.3. Until title to the Goods has passed to the Customer, the Customer shall:
- 5.3.1. Keep accurate records of the location or keeper of the Goods;
- 5.3.2. Maintain the Goods in a satisfactory condition and in accordance with the relevant Manufacturer's Warranty;
- 5.3.3. Keep them insured against all risks for their full replacement value from the date of delivery.
- 5.4. The Customer shall at all times ensure that any parties that seek to assert any right or Claim against the Customer are made fully aware that the Goods are subject to reservation or title by DRC and that the Goods are not the property of the Customer.

## 6. FUNDING

- 6.1. In addition to the provisions set out in these Conditions, Funding is subject to the terms and conditions set out elsewhere in the Contract, including but not limited to the Order Form and is at the absolute discretion of DRC.
- 6.2. Funding accrues to the Customer's Funding Account in equal quarterly amounts at the end of each completed quarter of the Minimum Term. The Funding amount is available for hardware and services supplied by DRC.
- 6.3. Notwithstanding Clause 6.2, if DRC allows the Customer to draw down Funding in excess of the amount standing in the Funding Account:
- 6.3.1. The amount and availability date of any such draw down must be agreed in writing;
- 6.3.2. The Customer's Funding Account will be overdrawn as against the pro-rata entitlement as detailed in Clause 6.2 and the balance of any Funding will only become available when a sufficient number of quarters has passed and the Account is back in credit.
- 6.3.3. If the Customer's Airtime Agreement is terminated in circumstances where the Provider determines that the customer is not required to comply with its payment obligations, the Customer shall repay to DRC any Funding that has been drawn down in excess of the accrued credits.
- 6.4. DRC reserves the right to withhold payment or release of any Funding should the Customer fall into arrears under the Airtime Agreement, or under any contract between DRC and the Customer.
- 6.5. The customer shall pay a Funding Recovery Charge in the following circumstances:
- 6.5.1. Where the Airtime Agreement is terminated before expiry of the Minimum Term; and
- 6.5.2. There is an overdrawn balance in the Funding Account.

In the case of 6.5.1 and 6.5.2 the Funding Recovery Charge shall be the sum equal to the amount of the overdrawn balance.

- 6.5.3. Where a Minimum Spend has been agreed; and
- 6.5.4. The Customer has failed to achieve the Minimum Spend by the expiry of the Minimum Term or earlier termination of the Airtime Agreement.

In the case of 6.5.3 and 6.5.4 the Funding

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Recovery Charge shall be the sum equal to the difference between the Minimum Spend and the Actual Spend.

## 7. CHARGES & PAYMENT

- 7.1. The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use. The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.
- 7.2. Fixed Charges (such as line rental) are invoiced in advance and variable charges (such as usage) are invoiced in arrears.
- 7.3. DRC shall invoice the Customer on or at any time after acceptance of the Order, delivery of the Goods and / or the provision of Service or as otherwise specified on the Order Form.
- 7.4. The Customer will pay all Charges by direct debit, unless DRC agrees otherwise. In the event that a Customer is unwilling or unable to pay by DRC's chosen automated means, or such automated means are not set up or fail for any reason before DRC invoices the Customer, an additional administration charge shall be levied for each invoice paid by another method. Administration charges may also be added by DRC for any Direct Debit returned by the bank as unpaid.
- 7.5. Where third party debt collection services are used, overdue payments will be subject to additional commission payments levied by the debt collection agency.
- 7.6. Payment shall be made on or before the due date for payment, as detailed on the invoice.
- 7.7. All Charges are exclusive of any applicable Value Added Tax, which will be additionally payable at the applicable rate(s).
- 7.8. In the absence of a Funding credit balance, payment should be made up front for all Equipment prior to DRC placing the Order. Payment should be in full and in cleared funds.
- 7.9. DRC may credit check the Customer from time to time to determine the credit limit on the Customer's account. If DRC is not satisfied as to the creditworthiness of the Customer, it may notify the Customer that no further credit will be allowed.
- 7.10. Without limiting any other right or remedy to DRC, if the Customer fails to make any payment due to DRC under the Contract by the relevant due date for payment, DRC shall be entitled to:
  - 7.10.1. Cancel any Order or suspend any further provision of Goods and Services to the Customer;
  - 7.10.2. Restrict or suspend the Service as set out in Clause 10.
  - 7.10.3. Suspend payment of any Funding; and
  - 7.10.4. Charge interest on the overdue amount at the rate of the then current Bank of England base rate, plus 3%, accruing on a daily basis from the Due Date until the date of actual payment.
- 7.11. In the event that the Customer disputes the amount of the invoice:
  - 7.11.1. The Customer shall pay the undisputed portion of the invoice;
  - 7.11.2. The Customer shall notify [accounts@drc.ltd](mailto:accounts@drc.ltd) within ten Business Days of the date of the invoice providing details of;
    - 7.11.2.1. The nature of the dispute;
    - 7.11.2.2. The amount in dispute; and

7.11.2.3. Any evidence to support the undisputed amount.

7.11.3. If DRC can demonstrate that the invoice is correct, DRC shall be entitled to charge interest in accordance with Clause 7.5.3 and;

7.11.4. If DRC determines that the disputed invoice is incorrect DRC shall issue a corrected version of the invoice and / or apply the relevant credit to the Customer's account.

7.12. DRC may impose charges in the following circumstances brought about by a Customer request for:

7.12.1. Change to a service configuration such as (but not limited to) change of call routing configuration, upload of new audios and change to Service features;

7.12.2. Transfer of any telephone number to another Provider (minimum charge £50 for up to 5 numbers).

## 8. CUSTOMER OBLIGATIONS

- 8.1. The Customer shall:
  - 8.1.1. Ensure that the Order Form is complete and accurate.
  - 8.1.2. Co-operate with DRC in all matters relating to the Goods and Services.
  - 8.1.3. Follow all reasonable instructions from DRC in connection with the Services.
  - 8.1.4. Provide DRC with such information as DRC may reasonably require to supply the Services and ensure that such information is accurate in all material respects.
  - 8.1.5. Provide the names and contact details of Authorised Contacts (and agree levels of authority), but DRC may also accept instructions from a person who DRC reasonably believes is acting with Customer Authority; and
  - 8.1.6. Authorise DRC to act on its behalf in all dealings with third parties in connection with any matter that enables DRC to provide the Customer with Services.
  - 8.1.7. Keep all usernames, passwords, and other security information secure (and change these and comply with other directions as DRC considers necessary for security purposes).
  - 8.1.8. Pay DRC's charges under this Agreement on or before the due date without set off or deduction.
  - 8.1.9. Ensure insofar as possible that the Goods or Services are not used in any unlawful, improper or damaging manner.
  - 8.1.10. Indemnify and hold harmless DRC against all liabilities, claims, damages, losses, costs, and proceedings howsoever arising from any improper use of the Goods or Services or any other breach of the Agreement.
  - 8.1.11. Agree that the Company may record calls made to the Company for training purposes and improve the levels of customer service.
- 8.2. The Customer shall not use the Services in any way which would:
  - 8.2.1. Contravene the Acceptable Use Policy (where applicable).
  - 8.2.2. Compromise the security of the Equipment or other systems, including by introducing viruses or failing to employ appropriate security measures.

## 9. LIABILITY

- 9.1. Without prejudice to Clause 8:

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- 9.1.1. Neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 9.1.1.1. Any loss of profits, sales, business or revenue;
- 9.1.1.2. Loss or corruption of data, information, or software;
- 9.1.1.3. Loss of Business opportunity;
- 9.1.1.4. Loss of anticipated savings;
- 9.1.1.5. Loss or damage to goodwill; or
- 9.1.1.6. Any indirect or consequential loss; and
- 9.1.2. DRC's total liability to the Customer arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer to DRC under the Contract as at the date the loss arose.
- 9.2. DRC shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of DRC's obligations if the delay or failure was due to any cause beyond DRC's reasonable control.
- 9.3. Nothing in these Conditions excludes or limits the liability of a party for:
- 9.3.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 9.3.2. Fraud or fraudulent misrepresentation; or
- 9.3.3. Any other matter for which it would be unenforceable or invalid to seek to limit or exclude liability.
- 9.4. To the extent that Goods or Services are provided by a third party:
- 9.4.1. Notwithstanding the provisions of Clause 4, the Customer acknowledges that it must rely entirely on the guarantees and warranties which may be given by the third-party manufacturer, software or service provider, which DRC will endeavour to pass on to the customer;
- 9.4.2. DRC's liability will be limited to such sums as it recovers from the relevant Provider; and
- 9.4.3. DRC's obligations shall be limited to managing the provision of such third-party services and DRC shall not be in breach of Contract to the extent that such breach was caused, or contributed to, by the act or omission of the third party.
- 9.5. This clause 9 shall survive the termination of the contract.

## 10. SUSPENSION OF SERVICE

- 10.1. DRC may restrict or suspend any Service:
- 10.1.1. For any maintenance, modification, or technical failure of the Network or Service;
- 10.1.2. To safeguard the security and integrity of the Network;
- 10.1.3. For any breach of the Customer's obligations under this Contract, including any failure to pay DRC pursuant to any Contract between the Customer and DRC.
- 10.1.4. If required to do so directly or indirectly by law, the Provider or OFCOM, or any other regulatory body.
- 10.2. If DRC restricts or suspends the Service pursuant to clause 10.1.3:

- 10.2.1. The Customer will continue to be liable to pay the Charges for the Service until the Service ends; and
- 10.2.2. DRC may charge the Customer to start the Service again.

## 11. TERM AND TERMINATION

- 11.1. The Contract shall commence on the Effective Date and shall continue until:
- 11.1.1. It is terminated in accordance with its terms; or
- 11.1.2. DRC is no longer providing any Services to the Customer and there are no outstanding Orders.
- 11.2. Following expiry of the Minimum Term, either party can terminate the Contract by giving:
- 11.2.1. At least 90 days' Notice in respect of any Service based on ethernet, DIA, EFM or EoFTTC.
- 11.2.2. At least 30 days' notice for any other Service.
- 11.3. Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving Notice to the other party if:
- 11.3.1. The other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default no less than 30 days after being notified in writing to make such payment;
- 11.3.2. The other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
- 11.3.3. The other party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 11.3.4. The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 11.3.5. The other party's financial position deteriorates to such an extent that in DRC's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.4. On termination of all or part of the Contract for any reason:
- 11.4.1. DRC will issue an invoice for the Customer (Closing Invoice) in respect of;
- 11.4.1.1. Any Goods and Services supplied but not yet invoiced in full; and
- 11.4.1.2. Where applicable the Funding Recovery Charge.
- 11.4.2. The Closing Invoice will be payable by the Customer immediately on receipt.
- 11.4.3. Any remaining credit balance of Funding to which the Customer is entitled may be applied in settlement of sums due at a rate of 70p in the pound and the rest shall be forfeited;

## 12. DATA PROTECTION

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 12.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and DRC is the Data Processor.
- 12.3. The Customer acknowledges and agrees with the Privacy Policy which sets out the scope, nature, and purpose of processing by DRC, the types of Personal Data and categories of the Data Subject being processed for the purposes of the Contract.

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- 12.4. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to DRC for the duration and purposes of the Contract.
- 12.5. DRC shall, in relation to any Personal Data processed in connection with the Contract:
  - 12.5.1. Process the Personal Data only in accordance with the Privacy Policy unless Applicable Law requires DRC to process Personal Data.
  - 12.5.2. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of data;
  - 12.5.3. Ensure that all personnel who have access to and / or process Personal Data are obliged to keep the Personal Data confidential;
  - 12.5.4. Not transfer any Personal Data outside of the European Economic Area;
  - 12.5.5. Notify the Customer without any undue delay on becoming aware of a Personal Data breach; and
  - 12.5.6. At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data.

## 13. ANTI-BRIBERY

- 13.1. Each party will comply in all respects to the Bribery Act 2010 and other Applicable Law. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.

## 14. FORCE MAJEURE

- 14.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. This includes but is not limited to: terrorist attacks, pandemic, riots, fire, explosion, accidental damage, adverse weather conditions, power failures, non-availability of any third party telecommunications equipment.
- 14.2. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract immediately by giving notice to the affected party.

## 15. CONFIDENTIALITY

- 15.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business affairs, customers, clients, or suppliers of the other party except as permitted in clause 15.2.
- 15.2. Each party may disclose the other party's confidential information:
  - 15.2.1. To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 14; and
  - 15.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 16. CHANGES TO THE CONTRACT

- 16.1. The provisions to this clause are without prejudice to the respective rights of the parties as set out elsewhere in the Contract.
- 16.2. DRC may amend the Contract (including the Charges) at any time by either:
  - 16.2.1. Publishing the amendment online at [www.drcltd.co.uk/terms-and-conditions](http://www.drcltd.co.uk/terms-and-conditions) (or any other online address that DRC advises the customer of) ; and / or
  - 16.2.2. By giving Notice to the Customer.
- 16.3. For amendments that cause the Customer material detriment, at least 30 days' before the change is to take effect and in the case of other amendments, at least one day before the change is to take effect.
- 16.4. In respect of a Broadband or Telephony Service only, if DRC makes any amendment to the Contract that causes the Customer material detriment, if the Customer chooses to terminate the Contract within:
  - 16.4.1. 60 days of the date of notification if DRC has only published the amendment online under clause 16.2.1; or
  - 16.4.2. 30 days of the date of the Notice if DRC has given the Customer Notice under clause 16.2.2

the Customer will not have to pay any Termination Charges, save that DRC may charge the Customer the full price for any Goods and installation charges which were provided at a reduced charge or no charge.

- 16.5. DRC may amend the Charges on an annual basis, by introducing an increase to all or any Charges. For the avoidance of doubt, an increase to the Charges under this clause 16.5 shall not be an amendment to the Contract that causes the Customer material detriment so the provisions of clause 16.4 shall not apply.

## 17. NOTICES

- 17.1. DRC shall address all invoices and serve any notices to the Customer pursuant to this Agreement electronically, in writing or by post to the billing address as set out in the order form, or any other address provided by the Customer for this purpose.
- 17.2. It is the Customer's responsibility to notify DRC of any change in the Customer's contact details and DRC shall not be liable for any loss, expense, or damage suffered or incurred by the Customer resulting from any failure by the Customer to notify DRC of any change in contact details.

## 18. GENERAL

- 18.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by DRC or its licensors.
- 18.2. No delay or failure by DRC to exercise any of its rights under these terms and conditions or concession granted shall prevent subsequent enforcement of those rights or constitute an agreement to provide the same concession again.
- 18.3. No variation of this Agreement or waiver shall be effective unless agreed in writing by DRC.