

VENTURE MOBILE - TERMS & CONDITIONS

VENTURE'	Means Venture Ltd; Venture [Billing] Ltd or Venture Converged Solutions Ltd.
'SUBSCRIBER'	Means the Subscriber / Customer.
'NETWORK'	Means any telecommunications network available from Venture.
'SERVICES'	Means the telecommunications services provided by means of the Network.
'SERVICE PROVIDER'	Means Venture Ltd or Venture Converged Solutions Ltd
'CALL CHARGE'	Means a predetermined charge unit of time costed at the rates set out in the Tariff Sheets published by Venture from time to time, which are available on request from Venture, and which are subject to change / fluctuation.
'CONNECTION CHARGE'	Means the relevant one-off sum to be charged for connection to the Service.
'CONNECTION'	Means the connection of the Mobile Phone/SIM Card to the Network.
'CONNECTION DATE'	Means the date of connection i.e. the date service is enabled.
'INVOICE DATE'	Means the same date as appears on the invoice raised by Venture.
'MONTHLY CHARGE'	Means the relevant sum for access to the Network and provision of certain Services as set out in the Contract under Service Information and Charges, or any additional Services requested.
'SIM CARD'	Means the Subscriber Identity Module, which is a unique card containing information and when used with a Digital Mobile Phone, enabling access to the Services.
A'DIGITAL MOBILE PHONE'	Is the equipment used on the Digital GSM Specification Network
'CREDIT LIMIT'	Means a monthly financial limit applied for charges incurred under this Agreement.
'EQUIPMENT/DEVICE SUBSIDY'	Means the subsidy applicable to any item of equipment for the relevant Minimum Period.
'DISCONNECTION NOTICE'	Means a notice to disconnect one or more items of equipment or devices from the wireless services.
'FRAMEWORK / SERVICE AGREEMENT'	Framework Agreement (Business Subscribers) and Service Agreement (Consumer Subscribers) is the Entire Agreement between the two parties in relation to the commercials including but not limited to price and obligations in conjunction with these Terms & Conditions.
'MINIMUM TERM'	Means the number of months stated in the Framework Agreement or Service Agreement during which you agree to take the Service from Venture commencing on the date of Activation, upgrade of equipment, incentive given, reconnection of service if suspended for non payment & / or Tariff Plan / Service Charge Change whilst in contract with Venture Whichever is the later).
'MINIMUM PERIOD'	Means in the number of months for stated in the Framework or Service Agreement in respect of each line connected to the Venture Service commencing on the date of Activation, upgrade of equipment, incentive given, reconnection of service if suspended for non payment & / or Tariff Change whilst in contract with Venture (Whichever is the later).
'TERMINATION FEE'	Means the Line Rental Charges to the end of the Minimum Period (as detailed in 10.2) in respect of each device or SIM Card disconnected from the wireless service, the average monthly revenue to the end of the Minimum Period and if appropriate any additional fees which may arise from network charges. Early termination can only be agreed between the Subscriber and Venture, and is at the sole discretion of Venture to permit or deny.
'TERMINATION NOTICE'	Means the notice to terminate this Agreement served pursuant to clause 11 which should be submitted in accordance with the Termination Notice process and using the Termination Notice Form or as may otherwise be made available to the Subscriber by Venture
'VALUE ADDED SERVICES'	Means the value added services such as installations, insurance, field services, repair etc as may be made available from time by Venture to the Subscriber on non discriminating basis and details of which appear on the Price List.
'SYSTEM'	Means the cellular GSM UK Network

1 Agreement for the Sale and Purchasing of Equipment

1.1 *Venture agrees:*

1.1.1 To use its reasonable endeavours to ensure that all equipment when delivered is in full working order; and performs in accordance with the manufacturer's description and specification.

1.1.2 Its obligation to sell and supply equipment shall cease as and from the date of the Termination Notice (although Venture may thereafter sell and supply equipment at its discretion).

1.2 Acceptance of the equipment by the Subscriber shall take place when the Subscriber takes delivery or possession of the equipment.

1.3 Where equipment is provided to the Subscriber on a free of charge basis, then notwithstanding delivery and acceptance of the equipment title in the equipment shall remain with Venture until minimum contract is served. Following any upgrade of equipment or disconnection of the equipment from the wireless service Venture shall reserve the right to request the safe return of the equipment from the Subscriber to Venture. The Subscriber shall keep the equipment in good working order during the period of use by the Subscriber.

1.3.1 Venture reserves the right to charge the Subscriber any applicable replacement or repair charges as set out from time to time in the PRICE LIST/PROPOSAL for any equipment that is not returned to Venture in accordance with the provisions of this clause.

1.4 Notwithstanding clause 1.2, risk in the equipment will pass to the Subscriber upon delivery who will be liable for any loss or damage of the same and from the time when the equipment is delivered to the delivery location specified in the sales order/proposal unless the damage is caused by the negligence of Venture or any third party used by Venture.

2 Agreement for the sale and purchase of the Wireless Service

2.1 *The Subscriber agrees:*

2.1.1 That any telecommunications equipment provided by Venture for the purpose of providing the Venture airtime service shall remain in the property of Venture and the Subscriber shall be responsible for its proper use. If any part of such telecommunication equipment is lost or destroyed, (except for fair wear and tear) the Subscriber shall pay Venture its replacement value. The Subscriber shall not interfere with or permit any third party to interfere with such telecommunication equipment.

2.1.2 If any cellular Connection is not being used for commercial purposes, which includes chargeable calls or data transmission during the first 90 days following the date of connection, Venture shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that Connection.

2.1.3 The Subscriber agrees in using the SMS Services:

2.1.4 Via the Subscriber's Venture airtime or other leased, or indirect access to a device which is not connected to the Venture airtime may incur additional inter-connect charges in respect of transfer of messages to another mobile network operator service and Venture reserve the right to invoice the Subscriber, and the Subscriber agrees to pay such charges.

2.1.5 That each device or equipment is capable of receiving SMS text messages which may originate from a variety of sources and where Venture are acting as a Service provider and as much as has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Subscriber's equipment or device, which originate from such sources.

2.2 *Venture Agrees to:*

2.2.1 Venture will endeavour to supply a reliable service of engineers for Services rendered by Venture. Venture will not be responsible for any repairs or equipment failed to work when third party engineers have been designated to complete a job requested by the Subscriber or any party with authority to the mobile account.

2.2.2 Venture will not be responsible for any loss of Service or business, if any third party supplier does not show for the job or the job is not of high calibre. Venture is only the supplier for the Service rendered and will not be responsible for any damages.

2.3 Venture may amend the tariffs as set out in Venture's published tariff book/s and this document by giving written notice where possible. Where the change is due to a change in the rates payable by or to Venture, Venture will provide as much notice as possible. Venture does not warrant that the tariffs provided are an exact match to the tariffs in the public domain / offered by any other service provider including those of the networks direct.

3 Delivery and risk of equipment

3.1 Property in goods: The goods shall remain the property of Venture until paid for in full by subscriber and the minimum term is completed.

3.2 A 50 % re-stocking fee will be charged for non-defective products returned by the Subscriber. Returning equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.

3.3 Upon receipt of goods by a Subscriber or any representative of, if a product shortfall, alleged defect or discrepancy is identified then Venture must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.

3.4 Except as expressly provided in this agreement by Venture all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.

3.5 Venture shall not be liable for any indirect or consequential cost, claims damages or expenses arising out of the any negligent or tortious act or omission or any breach of contract or statutory duty.

3.6 Venture shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of Venture.

3.7 Nothing herein shall have the effect of excluding or restricting the liability of Venture for death or personal injury resulting from its negligence.

3.8 Venture reserve the right to charge carriage in circumstances where the subscriber refuses to accept delivery of goods supplied by Venture in response to a duly authorised order received from the subscriber.

4 Service Standards

4.1 The Subscriber acknowledges that Venture is entirely dependant on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime.

4.2 Venture may, where ever reasonable from time to time and without notice suspend the wireless services and provision of Subscriber services in accordance with the service charter and at its discretion suspend the provision of the wireless service to the device in any of the following circumstances without prejudice to its right hereunder, provided that it shall use reasonable endeavours to restore the wireless service, the service charter and reconnect the device as soon as reasonably practicable:

4.2.1 During technical failure, modification or maintenance of the telecommunication systems by which the wireless service are provided; and

4.2.2 During technical failure, modification or maintenance of the Venture systems by which the Subscriber service in line with the service charter are provided and;

4.2.3 If the Subscriber fails to comply with the terms of this agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and

4.2.4 If the Subscriber allows anything to be done which in Venture's reasonable opinion may have the effect of jeopardising the operation of the wireless services, or the Venture System or attainment of the service charter; and

4.2.5 If in the reasonable opinion of Venture, the wireless service is being used in a manner prejudicial to the interest of the Subscriber and/or Venture; and

4.2.6 At its discretion Venture may suspend any device from making calls (other than to the emergency service) and disconnect the Device if Venture has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen.

4.2.7 Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for the Subscriber's own security.

4.3 During any period of suspension arising from the circumstances detailed 4.1.3 to 4.1.6 inclusive, the Subscriber shall remain liable for all charges levied in accordance with this agreement.

4.4 If Venture agrees in their sole discretion to re-instate the Service following a suspension of disconnection, the Subscriber may be liable for a re-connection fee if the suspension or disconnection is due to the default of the Subscriber.

- 4.5 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition the Subscriber must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;
- 4.5.1 Not use or allow others to use the Service for any improper or immoral or unlawful purpose;
- 4.5.2 Not act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.
- 4.5.3 Comply with any reasonable instructions issued by Venture which concern the Subscriber's use of the Service or Mobile Phone/SIM Card or connected matters.
- 4.5.4 Provide Venture with all such necessary information that Venture may reasonably require and;
- 4.5.5 Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.
- 4.6 Venture's minimum call charges are subject to tariff and call type.
- 5 Sales Order**
- 5.1 At any time after the commencement date of the agreement, the Subscriber may by means of a sales order request a change or variation to the wireless services (but not a disconnection). In placing the sales order the Subscriber makes use of the agreement originally advised of.
- 5.2 All sales orders shall be subject to the terms of this agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Subscriber for the purpose of placing sales orders shall be ineffective.
- 5.3 The Subscriber undertakes to use its reasonable endeavours to keep Venture informed whenever reasonably practicable of likely future sales orders.
- 5.4 Venture undertakes to use all reasonable endeavours to fulfil the sales order as soon as reasonably practicable and if possible by the requested dates for delivery/ commencement but cannot be held responsible for failure to do so.
- 5.5 As and from the date of any termination notice Venture shall have no obligation to fulfil any sales order, but may in its discretion choose to do so and for the avoidance of any doubt any device supplied under the terms of this agreement will be charged to the Subscriber at its full price as appears on the Price List without the benefit of any Device Subsidy.
- 6 Disconnection of Devices**
- 6.1 Upon giving of a disconnection notice Venture will disconnect the relevant device or devices from the wireless service in accordance with the Disconnection Notice upon the expiry date of 90 days from the date of receipt of the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other equipment and in relation to the provisions of Airtime to such other equipment.
- 6.2 The Subscriber may not disconnect or request the PAC for any number still within its minimum term without the prior written consent of Venture.
- 6.3 In the event that Venture agrees and the Subscriber gives Disconnection Notice to take effect (and resulting in device disconnections) prior to the expiry of the Minimum term (see 10.2) for the particular number concerned, the Subscriber will pay to Venture the following Termination Fee's prior to the numbers being terminated or PAC's provided:
- 6.3.1 Venture's standard line rental, until the end of the specified term, will be charged on each number within the fleet.
- 6.3.2 Projected value of remaining term call revenue. This will be calculated by taken a monthly average of the last 3 months actual call spend.
- 6.3.3 In early termination an administration / reconciliation fee will be charged, subject to the discretion of Venture based on projected value of remaining term call revenue
- 6.3.4 Any equipment supplied free of charge or as part of the discount package will be the property of Venture and will be returned by the Subscriber & / or invoiced to the Subscriber at Venture's price list at time of early termination.
- 6.3.5 Any Connection Incentive given or line rental discount provided as part of a discount package may be subject to claw back.
- 6.4 In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.
- 7 Basis Of Charges**
- 7.1 The tariffs payable by the Subscriber to Venture for equipment and airtime are as set out in the Framework or Service Agreement.
- 7.2 The Subscriber hereby agrees to pay the charges in full without any deduction or set off to Venture within 14 days following the date of the invoice for such charges.
- 7.3 The charges are exclusive of Value Added Tax
- 7.4 The charges detailed in Framework or Service Agreement are subject to the Subscriber achieving the minimum holding within three months of the commencement date and maintaining the minimum holding for the duration of the service period. Where the Subscriber fails to satisfy its obligations in respect of the Minimum Holding, then Venture shall be entitled to charge the Subscriber the standard Line Rental Charges (at the Charges detailed in the Venture Price List from time to time) for the difference between the actual number of SIM Cards connected to the Wireless Services and the Minimum Holding until such time as the Subscriber achieves the Minimum Holding or the expiry of the Minimum Term. The Minimum Holding Charge shall apply irrespective of whether the Agreement has been terminated.
- 7.5 Where the Subscriber has not achieved the Aggregate Minimum Spend upon the expiry of the Minimum Term, then the Subscriber may elect to either: i) allow the Agreement to continue in full force and effect until such time as the Aggregate Minimum Spend has been achieved, which period shall not exceed three (3) months from the date on which the Minimum Term expires at which point if the Subscriber has still not achieved the Aggregate Minimum Spend any shortfall shall become immediately due to Venture; or ii) pay to Venture the outstanding balance of the Aggregate Minimum Spend.
- 8 Billing Arrangements**
- 8.1 Without prejudice to any other rights of Venture in the event of the Subscriber failing to pay any sums due to Venture on time or at all notwithstanding delivery of written reminder to the Subscriber Venture shall be entitled to:
- 8.1.1 Reclaim from the Subscriber all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Subscriber; and
- 8.1.2 Suspend the provision of the wireless service, the performance of Subscriber services to the service charter and/or disconnect devices or equipment from wireless service; until such time that all payments due including all interests incurred has been paid and satisfied in full.
- 8.2 Venture reserves the right to review any Credit Limit applied to this Agreement.
- 8.2.1 Venture may require from the Subscriber a deposit as security for payment charges. The Subscriber may request the return of any deposit paid at the expiry of the minimum term / period but the decision to return any deposit prior to termination of the agreement will be at the discretion of Venture. Venture reserves the right to set off any deposit against the charges. Venture may require the Subscriber to pay by Direct Debit. If the parties agree that payments by the Subscriber to Venture are to be made by credit card and if payment of charges are not made on the due date Venture is authorised to debit the Subscriber's nominated Credit Card Company with all charges due and payable to Venture.
- 8.3 All billing queries must be raised within 30 days of receipt of invoice. It is at Venture's sole discretion as to whether or not a rebate is granted after the 30 day period has lapsed
- 8.4 Venture reserve the right to withhold or withdraw discount on any invoices that remain unpaid for a period of 90 days.
- 8.5 Payment Terms:**
- 8.5.1 Payment for all Services will be as follows:
- 8.5.2 Direct Debit payment for airtime and subscription charges (line rental etc.) is compulsory.
- 8.5.3 Direct Debit payments will be collected within 14 days of the invoice date unless with agreed exception.
- 8.5.4 Charges for non-Direct Debit is £2.50 + VAT per handset per month until a Direct Debit form is fully completed and received by Venture or the duration of the airtime Agreement extended by 12 months.
- 8.5.5 Should the Direct Debit fail and it is deemed to be the Subscriber's responsibility, a charge of £5.00 + 2% of the invoices value will be charged
- 8.5.6 A 4% surcharge, based on the invoice value, is charged for any credit card payment
- 8.5.7 If the Subscriber fails to pay any part of the aforesaid charges within 30 days from the invoice date Venture reserves the right to charge interest at the rate of 2% above the base rate of Lloyds TSB Bank PLC from time to time calculated from the 30th day until the date payment is made.
- 8.4.8 Call charges are submitted monthly in arrears and subscription charges (including any applicable are submitted monthly in advance.
- 8.5 Other charges:
- 8.5.1 For the purchase of any hardware, or airtime there is a £5.00 minimum order charge.
- 8.5.2 A charge of £2.50 per invoice is chargeable if the Subscriber requests a copy invoice when the original has already been sent.
- 8.5.3 Carriage charges are also chargeable; please refer to the price list available on Venture's website or via Venture Subscriber Services. Prices are subject to change.
- 9 Obligations Of The Subscriber**
- 9.1 This Agreement shall commence on the date of the Connection of each number and shall continue thereafter unless terminated.
- 9.1.1 To give Venture not less than 90 days written notice of termination after the minimum period.
- 9.2 Will undertake with Venture that throughout the Service period it will:
- 9.2.1 Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the wireless service or any aspect of them to be suspended; and;
- 9.2.2 Not use or allow its employees to use the equipment or have access to the wireless service for any improper, immoral or unlawful purpose; and
- 9.2.3 Comply with all statutory requirements in relation to the use of the equipment and the Wireless service; and
- 9.2.4 Provide Venture with such information as Venture reasonably request in connection with this agreement; and
- 9.2.5 Not use the equipment and the wireless for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications service; and
- 9.2.6 Notify Venture immediately (and to confirm in writing) on becoming aware that any equipment or device has been lost or stolen or that any person is making improper or illegal use of the equipment or the wireless services.
- 9.3 The Subscriber will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until Venture have suspended the Service; and
- 9.3.1 Not damage or tamper with the equipment so as to invalidate any warranty provided by the equipment manufacturer and to pay the standard charges levied by Venture from time to time applicable to repair work on equipment which is outside (in scope or time) the warranty provided by the manufacturer of the equipment; and
- 9.3.2 Not damage or tamper with any software so as to invalidate any warranty provided by the supplier of the same; and;
- 9.3.3 Use the equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of Venture and not to copy (save as permitted by law) reverse engineer or modify the software in any way.
- 9.4 The term of this Agreement shall also apply to any sales orders placed by any subsidiaries or group companies of the Subscriber (unless the parties agree in writing otherwise). The Subscriber agrees that it is the authorised agent of its subsidiary and group companies and will be liable to Venture for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies.
- 9.5 The Subscriber agrees that these terms and conditions along with the Framework or Service Agreement shall govern this Agreement between Venture and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.
- 9.6 The Subscriber must promptly advise Venture of any change of address in writing and by recorded delivery. Any notice hereunder sent by Venture to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Venture.
- 9.7 **Conditions Of Tariff:**
- 9.7.1 The length of the Agreement term and the mobile number remain connected until expiry of the Agreement term.
- 9.7.2 That the Subscriber fulfils the full term of the contract. That the payment terms are strictly adhered to throughout the term of the contract.
- 9.7.3 Where a tariff change is implemented, prior to expiry of the minimum term, the mobile connection is re-contracted for the minimum term and balance of previous minimum term remaining.

- 10 Duration of Agreement**
10.1 This Agreement shall commence on the date of each Connection and shall continue for the minimum term and thereafter until the same is brought to an end by means of a Termination Notice.
10.2 Minimum Terms; each mobile phone number connected shall have the Minimum Term as stated in the Framework or Service Agreement.
- 11 Terminations**
11.1 *Termination Notice:*
11.2 May be given by either party if the other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty - (30) days of written notice specifying the breach and require it's remedy, or the breach is not capable of remedy.
11.3 In addition Termination Notice may be given by Venture at any time on the grounds that:
11.3.1 The Subscriber has persistently failed to pay monies properly due to Venture under this Agreement; or
11.3.2 The Subscriber is otherwise materially or persistently in breach of the Agreement; or
11.3.3 Bankruptcy or insolvency proceedings are brought against the Subscriber, or if an agreement with creditors is made, or a receiver or administrator is appointed over any of the Subscriber's assets, or the Subscriber goes into liquidation; or
11.3.4 Airtime becomes unavailable due to the termination of any of Venture's agreement with the Network Operator(s).
11.4 Without prejudice to any other claims or remedies which Venture may have against the Subscriber, Venture may terminate this Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:
11.4.1 If the Subscribers do or allow to be done anything which in Venture's opinion will or may have the effect of jeopardising the operation of the Services.
11.4.2 If the Subscriber provides false or misleading information.
11.5 Upon the termination of this Agreement Venture shall disconnect the MobilePhone/SIM Card from the System. If Venture at their sole discretion agree to reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 4.2.3, 4.2.4 and 4.2.6 the Subscriber shall be liable for a reconnection charge equal to the Connection charge or a minimum of thirty pound (£30) and this agreement shall be deemed to continue.
11.6 On termination of this Agreement, after the minimum term, Venture reserves the right to charge any applicable termination, administration or porting fee of up to £50.00 per number when the contract ceases and the numbers are moved to another service provider.
11.7 Venture reserves the right to add the reasonable costs incurred in receiving any outstanding debt due from the Subscriber.
- 12 Confidentiality & Data Protection**
12.1 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement (including for the avoidance of doubt details of the Subscriber's employees) which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purpose of the implementation of this Agreement and who agree to be bound by the provisions of this clause without consent in writing of the other.
12.2 *Data Protection:*
12.2.1 The subscriber acknowledges that details of the Subscribers name, address, and payment record may be submitted to a credit reference agency.
12.2.2 Venture operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Subscriber agrees that its details, or those of its users, may be used by Venture for marketing purposes and to inform the Subscriber of its users from time to time about other wireless telecommunication service or associated technologies. If the Subscriber does not want its details, or those of its users to be used in this way then the Subscriber should contact Venture.
- 13 Transfer Of Liability & Assignment**
13.1 Venture may at any time assign its rights under this Agreement to any third party and may subcontract the performance of all or part of the same Agreement.
13.2 The Subscriber cannot transfer their obligations to pay charges under this Agreement without Venture's express consent. Any proposed transfer should be notified to Venture in advance. If a new user or the Mobile Phone/SIM Card is accepted by Venture and enters into a new Agreement, satisfactory to Venture, then it is Venture's policy to release the existing Subscriber from liability for future charges.
13.3 Venture's acceptance of payment from another person other than the Subscriber does not imply that Venture has amended any of its rights or obligations of the Subscriber.
13.4 The Subscriber shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Venture, such consent not to be unreasonably withheld or delayed.
- 14 Variations**
14.1 Venture may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein. Venture may vary the conditions of this Agreement to take account of new Legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that the Subscriber is notified of any such variances in writing or by publishing such variation at Venture's principal place of business.
14.2 It is the policy of Venture to continually review the charges it makes, its service charter and terms upon which it contracts with Subscribers in order to maintain a competitive advantage over the other providers of similar service and Venture accordingly reserves the right to vary its process and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.
- 15 Miscellaneous**
15.1 *Invalidity:*
15.2 If any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected by or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision, which is found to be invalid, illegal or enforceable.
- 16 Wavier**
16.1 The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a wavier of any such right, power or remedy; nor shall any single or partial exercises by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.
- 17 No Third Party Rights**
17.1 Provided by this Agreement a person who is not a party to this Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term agreement but this does not affect any right or remedy of third party which exists available apart from by the Act.
- 18 Operative Law**
18.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.
- 19 Notices**
19.1 Any notice or other communication required or permitted under this Agreement to be given in writing to the address of the recipient stipulated therein or as notified from time to time and will be deemed to have been given or made when delivered personally if properly addressed and posted by first class mail in England within two business days of posting and/or if sent by facsimile upon being sent or if sent by e-mail or other electronic means upon such communication being acknowledged has having been received.
- 20 Liability**
20.1 Nothing in this Agreement shall exclude or restrict Venture's liability for death or personal injury resulting from the negligence of Venture or its employees while acting in the course of their employment.
20.2 Venture shall not be liable to the Subscriber in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit or of any indirect or consequential loss however arising.
- 21 Entire Agreement**
21.1 *Basis of Agreement:*
21.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation, proposal understanding and agreements whether written or oral relating to the matter of this Agreement.
21.3 The subscriber agrees that these terms and conditions shall govern this Agreement between Venture and the Subscriber and that these may be amended by Venture providing the Subscriber with written notification of the amendments.
21.4 Provision of the Services constitutes acceptance of the terms of this Agreement. Each and every Mobile Phone/SIM Card and ancillary Service connected by Venture to the Network shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence on the date of each mobile phone connection.
21.5 The Subscriber must promptly advise Venture of any change of address in writing and by recorded delivery. Any notice hereunder sent by Venture to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to Venture. This Agreement shall be governed by and constructed in accordance with English Law.
21.6 The entire Agreement between the Subscriber and Venture will commence only after appropriate credit checks are completed.