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- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.
- 17.2** Where the Customer is a Small Business Customer, the Customer may terminate a Contract for Fixed Network Services or Data Services at any time prior to commencement of the supply of such Services.
- 18. FORCE MAJEURE**
- 18.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Focus including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Focus or otherwise), failure of a utility service (including without limitation street cabling, network or infrastructure failure or fault), failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers, subcontractors or utility suppliers.
- 18.2** Focus shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 18.3** If the Force Majeure Event prevents Focus from providing any of the Services for more than 10 Business Days, Focus shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 19. GENERAL**
- 19.1 Assignment and other dealings:**
- (a) Focus may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract (in whole or in part) and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of Focus, 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.
- 19.2 Notices:**
- (a) Any notice or other communication given under or in connection with the Contract shall be in writing, addressed to the relevant 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:
- (i) be sent by pre-paid first class post (recorded delivery or signed for service); or
- (ii) e-mail with confirmation sent by pre-paid first class post (recorded delivery or signed for service).
- (b) A notice or other communication shall be deemed to have been received:
- (i) if sent by pre-paid first class post (recorded delivery or signed for service), on the date and time the delivery service's receipt is signed for or recorded by the delivery service;
- (ii) if sent by e-mail, one Business Day after transmission.
- (c) A notice or other communication sent by email to Focus must be sent to sales@focusgroup.co.uk and if sent to a different email address shall not be deemed to have been received.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 19.3 Severance:**
- (a) 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.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.4 Waiver:** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising 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 its 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.
- 19.5 No partnership or agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.6 Third parties:** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 19.7 Variation:** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Focus. Focus reserves the right to make changes to these Conditions from time to time.
- 19.8 Information about Focus:** Focus operates the website www.focusgroup.co.uk. Focus is Focus 4 U Limited, a company registered in England and Wales under company number 04771242 with its registered office at Focus House, Ham Road, Shoreham-By-Sea BN43 6PA. Focus' VAT number is 837118622. Please refer to Focus' website at www.focusgroup.co.uk for information about how to contact us.
- 19.9 Counterparts and electronic signatures:** This Agreement and any amendments to it may be executed in several counterparts, all of which taken together shall constitute one single agreement. Signatures may be made and delivered electronically where a specified online signature service is provided by Focus.
- 19.10 Dispute resolution:** The Customer must notify any complaints or disputes to Focus in accordance with its Customer Complaints Code available at [Customer complaints code of conduct | Focus Group](#). Focus shall use reasonable endeavours to resolve any complaint or dispute. Further information concerning the Customer's rights in relation to any dispute or complaint are specified in the Customer Complaints Code.
- 19.11 Governing law:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 19.12 Anti-Bribery:** For the purposes of this clause the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- (a) Each party shall ensure that it and each person referred to in clauses 19.12(a) to 19.12(iii) (inclusive) does not, by any act or omission, place the other party in breach of any Bribery Laws. Each party shall comply with all applicable Bribery Laws in connection with the performance of this Contract, ensure that it has in place adequate procedures to prevent any breach of this clause and ensure that:
- (i) all of its personnel and all direct and indirect subcontractors of it;
- (ii) all others associated with it; and
- (iii) each person employed by or acting for or on behalf of any of those persons referred to in clauses 19.12(a)(i) and/or 19.12(a)(ii),
- involved in connection with this Contract, so comply.
- (b) Without limitation, each party shall not in connection with the performance of this Contract make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- (c) A party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause.
- 19.13 Modern Slavery:** Each party undertakes, warrants and represents that:
- (a) neither it nor any of its officers, employees, agents or subcontractors has:
- (i) committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or
- (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015;
- (c) it shall notify the other party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the breaching party's obligations.
- 19.14 Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).