

Hosted IP Terms and Conditions

1. Definitions

"TSI" means Telephone Systems Installations Limited whose registered office is at 151 Business Design Centre, Upper Street, London, N1 0QH. Registered in England and Wales with Company Registration Number: 3406791 and VAT Number: GB701 9866 25. TSI and TSI Voice & Data are trading names of Telephone Systems Installations Ltd.

"Customer" means the business that places the order and uses the services.

"Service" means the installation, connection and supply of a Hosted IP service

"Agreement" means these Terms, together with the Sales Quotation.

"Sales Quote" means the Sales Quotation provided in advance of an order to detail prices.

"Third Party" means any company that TSI may use to deliver the Service and may include CallSwitch from TelcoSwitch, Cisco Broadcloud and any other Third Party.

"Commencement Date" means the date when the Service is activated at the site.

"Customer Equipment" means the apparatus belonging to the customer not forming part of the TSI Equipment but which may be connected to the TSI Equipment.

"TSI Price List" means the TSI Call Charges price list in force from time to time and available upon request

"TSI Equipment" means any apparatus or equipment provided by TSI or any Third Party to the customer at the Site to enable provision of the Service under this Agreement.

"Site" means the Customer address where the Service is to be received

2. Commencement and Duration

2.1. This Agreement will commence on the Commencement Date and shall continue for an initial Minimum Term from the Commencement Date as specified in the Sales Quote.

3. Provisions of the Service

3.1. TSI shall provide or procure the provision of the Service to the Customer in accordance with the terms of this Agreement. The Customer acknowledges that it is technically impracticable to provide a fault free service and TSI does not undertake to do so.

3.2. The provision of the Service to the Customer will be subject to the characteristics of the Customers Internet Access where not provided by TSI.

3.3. The provision of the Service is subject to all relevant licenses, infrastructure (or interconnect arrangements) and consents being in place. TSI shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them. The Customer shall obtain any consent or facility that is necessary or desirable for TSI to provide the Service on the Site.

3.4. Except as otherwise expressly permitted under this Agreement, the Customer may not:

3.4.1. modify the Service without TSI's prior consent;

3.4.2. redistribute copy or use the Service, or transfer rights to the use of the Service to any third party;

3.4.3. disclose details of the Service, to any third party without TSI's prior written consent;

3.4.4. use the Service except in conjunction with TSI's recommended operating guidelines;

3.5. The provision of the Service including number porting may require that BT or other communications provider undertake programming at exchange level. Accordingly, it is agreed that any act, default or delay by BT or other communications provider in carrying out such programming or otherwise relating to or affecting the Service shall not be the responsibility of TSI.

3.6. TSI shall use all reasonable endeavours to provide and install or procure the provision and installation of the TSI Equipment at the Site so that the Service can be provided on or before any



installation date specified or agreed to by TSI. Any installation date is an estimate only and TSI shall not be liable for any failure to meet such date.

4. Telephone Numbers

- 4.1. The Customer does not own any number or have the right to sell the number(s) related to the Service.
- 4.2. Numbers are not guaranteed until installation
- 4.3. TSI does not accept any liability for claims relating to the Customer's ability to use or to continue use of a particular telephone number.

5. Pricing Conditions and Charges

- 5.1. Local & National calls are numbers beginning 01, 02 and 03 only and do not include Non-geographic numbers (0845, 0870 etc), premium rate numbers (09xx) and Internet access numbers
- 5.2. Mobile call rates refer to calls to EE (T-Mobile, Orange), Vodafone, O2 and Three (3) only.
- 5.3. International rates charged under the calling card package are billed per minute.
- 5.4. Out of bundle charges, where applicable, are applied to all calls unless they are a call to free-phone numbers. A full TSI Price List is available on request.
- 5.5. The charges for the Service will be calculated in accordance with the TSI Sales Quote and TSI Price List. Charging will begin on the Commencement Date for the Service. Charges will be calculated in accordance with details recorded by, or on behalf of, TSI
- 5.6. Charges are calculated from data recorded by TSI and not from your own records.
- 5.7. The Customer will pay the charges within 14 days of the date of TSI's invoice. TSI may charge daily interest on late payments at a rate equal to 4% per annum above the base-lending rate of the Bank of England and/ or a £15 administration fee is applicable to late payments.
- 5.8. Where a direct debit is unpaid due to insufficient funds or cancellation, a £6.84 administration charge will be included on your next monthly bill.
- 5.9. A charge of £6.84 may be charged for restricting outgoing calls due to late payment of an invoice. A charge of up to £20 will be added to your next bill to reinstate services suspended due to continued non-payment of an invoice.
- 5.10. All TSI charges are subject to VAT at the prevailing rate.
- 5.11. Rental and service charges are billed one month in advance.
- 5.12. Prices quoted are dependent on payment by Direct Debit; alternative prices, which may be higher, may be charged until a Direct Debit Instruction is received.



6. Customer Obligations

- 6.1. TSI agree to provide you with the service as specified on the Sales Quote subject to the provisions of this agreement. Any breach of your responsibilities may result in the suspension or termination of your service without notice. You agree:
 - 6.1.1. To use the services in accordance with this agreement, any instructions given by us from time to time and any laws, regulations and licenses which apply to the use by you of the services.
 - 6.1.2. Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the Openreach local exchange.
 - 6.1.3. To be responsible for ensuring contract termination with any previous supplier and paying any costs incurred due to breach of an existing supplier contract.
 - 6.1.4. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.
 - 6.1.5. Not to use the service to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence.
- 6.2. Where Customer Equipment is used for access TSI are not responsible for the configuration for the router/firewall. The Customer agrees to configure the firewall in line with guidelines provided by TSI including disabling SIP ALG
- 6.3. To allow the installation and use of the TSI Equipment at the Site, the Customer will at the Customer's own expense provide any electricity and connection points required by TSI or a Third Party and any Power Over Ethernet Switches and any other LAN equipment as required unless supplied by TSI.
- 6.4. Unless purchased by the Customer, which may at the Commencement Date or at the end of an amortised period across the Minimum Term, the TSI Equipment shall remain the property of TSI or the supplier of such equipment (including a Third Party) and the customer shall at all times make clear to third parties that the same is the property of TSI or a third party supplier of such equipment. TSI may modify, substitute, renew or add to the TSI Equipment from time to time at its absolute discretion.
- 6.5. A secure electricity supply is required at the Premises for the installation, operation and maintenance of the TSI Equipment at such points and with such connections as specified by TSI. Unless otherwise agreed, this power supply is to be provided by the Customer. TSI shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.
- 6.6. The Customer is responsible for TSI's Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by TSI) to do so. The Customer will be liable to TSI for any loss of or damage to the TSI Equipment, except where such loss or damage is due to fair wear and tear or is caused by TSI, or anyone acting on TSI's behalf.
- 6.7. Any Customer Equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 6.8. Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.
- 6.9. To enable TSI out carry out its obligations under this Agreement, the Customer will at all reasonable times provide TSI employees and anyone acting on TSI's behalf including a Third Party, who produces a valid identity card, with access to any Site and any other premises as required. TSI will normally only require access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times. TSI may agree to work outside its usual working hours, but the Customer must pay TSI's additional charges for doing so.



- 6.10. If through no fault of TSI, TSI is unable to carry out an installation at, or gain access to, the Site or the installation is aborted, TSI will notify the Customer Nominated Contact and may raise an abortive visit charge.
- 6.11. The Customer hereby irrevocably gives permission to TSI or a Third Party and its employees, agents or contractors to:
- 6.11.1. execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of the TSI Equipment;
 - 6.11.2. keep and operate telecommunication apparatus installed on, under or over the premises;
 - 6.11.3. enter the Premises to inspect any telecommunication apparatus kept on the Site or elsewhere for the purposes of providing the Service. Where this Agreement or the Service is terminated for any reason TSI or a Third Party will be entitled to enter the Site to remove the TSI Equipment installed there.
- 6.12. The Customer undertakes:
- 6.12.1. to comply with all instruction TSI may notify to the Customer for use of the TSI Equipment;
 - 6.12.2. not to allow the TSI equipment to be repaired or maintained other than by an authorised representative of TSI;
 - 6.12.3. not to damage the TSI Equipment and not to add, modify or in any way interfere with the TSI Equipment;
 - 6.12.4. not to attempt to sell the TSI Equipment;
 - 6.12.5. not to remove any identification mark affixed to the TSI Equipment showing that it is the property of TSI or other third party supplier of such equipment.
 - 6.12.6. The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

7. Termination of Service

- 7.1. The Agreement will have the duration specified in the Sales Quote and, for multi Sites, is applicable on an individual Site-by-Site basis and the contract will then continue for the initial minimum term stipulated within the Sales Quote. For the avoidance of doubt, if not specified on the Sales Quote, the initial minimum term of contract is thirty-six (36) months. At the end of the initial minimum term, the contract will automatically renew for a further period of thirty (30) days, on a rolling thirty (30) day basis, unless we receive prior notice from you giving a minimum of thirty (30) days written notice of your wish to terminate the Service. Such termination is not to take place earlier than the expiry of the current term or renewed term.
- 7.2. If the agreement is terminated before expiry of the Minimum Term you will:
- 7.2.1. Immediately pay any outstanding invoices and rental charges for the full remaining period of the contract.
 - 7.2.2. Reimburse TSI for any costs paid by TSI towards the cost of releasing you from your contractual obligations with BT or any other network provider prior to transferring TSI's service (if applicable)
 - 7.2.3. Reimburse TSI for the cost of any equipment provided free of charge (if applicable)
 - 7.2.4. Pay us (in addition to the above clauses) a disconnection fee of 1 (one) month's rental charges should you terminate your contract without notice.
- 7.3. Either party may terminate this Agreement or the Service provided under it immediately, on notice, if the other:
- 7.3.1. commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within 15 days of a written notice to do so;
 - 7.3.2. commits a material breach of this Contract which cannot be remedied;
 - 7.3.3. is repeatedly in breach of this Contract; or
 - 7.3.4. is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary



(otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets.

- 7.4. TSI may terminate this Agreement immediately upon written notice to the Customer if:
- 7.4.1. TSI is informed a Third Party supporting the Service that the Third Party is required to cease the Service by a competent regulatory authority; or
 - 7.4.2. A Third Party supporting the Service ceases to do so for whatever reason or changes the terms its provision of telecommunications services to TSI for the Service beyond the reasonable control of TSI;
 - 7.4.3. the Customer fails to comply with any of the material terms or conditions of the Agreement and the Customer does not remedy such failure within 15 days of a request to do so.
 - 7.4.4. Upon termination of this Agreement to Customer shall immediately stop using the Service and the Customer right to use the Service shall immediately terminate.
 - 7.4.5. If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

8. Support of the Service

- 8.1. Technical support for the service is available by phoning 0808 178 9595 or by sending an e-mail to support@tsicomms.co.uk. Technical support is available during normal TSI office hours (9am to 5pm, Monday to Friday)
- 8.2. The Customer shall report any fault to TSI using the details in 8.1. Where no TSI Equipment is installed or internet access is not supplied by TSI, TSI may request that the Customer first have its designated maintainer check the Customer's equipment. If TSI agrees to fix a fault that is caused by the Customer or that otherwise falls outside the responsibility of TSI or where no fault is found, TSI may charge the Customer for any work that it has undertaken at its applicable rate.
- 8.3. TSI provided equipment is supplied with a 12 month manufacturers warranty only
- 8.4. Further information is available on TSI's website: CallSwitch Service Level Agreement
- 8.5. Service availability relates to the core hosted services and does not include access or local CPE elements. Where access is not provided by TSI please refer to your provider for support.

9. Suspension of Service

- 9.1. We may suspend the service (without being liable to compensate you):
 - 9.1.1. In the event of a local or national emergency.
 - 9.1.2. To comply with a request from a government or other competent authority.
 - 9.1.3. To protect or provide service to rescue or other essential services or otherwise.
 - 9.1.4. To maintain the quality of our services.
 - 9.1.5. If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice).
 - 9.1.6. If an event occurs which is beyond our reasonable control.
 - 9.1.7. If you break any part of this agreement.
 - 9.1.8. If we have good reason to suspect fraudulent activity or misuse of our services or any other breach by you of this agreement.

10. Intellectual Property Rights

- 10.1. The Customer acknowledges that the Customer shall have no rights to any intellectual property rights arising as a result of any use of the Service.
- 10.2. Any and all intellectual property rights used or embodied in or in connection with the Service shall be and remain the sole property of TSI or TSI's licensors. No title or intellectual property rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Agreement.



- 10.3. The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardize, limit or interfere in any manner with TSI's (or any third party suppliers') title, interests or rights with respect to the Service, including but not limited to, using TSI's or BT's or CallSwitch or Cisco Broadcloud's trademark or trade name.
- 10.4. Where software is provided to enable the Customer or to use the Service, TSI grants the Customer, for the duration of this Agreement, a nonexclusive, non-transferable license to use the software for that purpose.

11. **Successors and Assigns**

- 11.1. TSI may, but the Customer shall not (without the prior written consent of TSI such consent not to be unreasonably withheld or delayed), assign or delegate or otherwise deal with all or any of its rights or obligations under the Agreement.

12. **Warranties**

- 12.1. The Service will be provided without warranty or representation of any kind, whether express or implied TSI disclaims and excludes all such warranties and representations including without limitation any warranty or representation that the Service is free of defects, of satisfactory quality, fit for a particular purpose or non-infringing of third party rights. The Customer accepts all risks and liabilities associated with the use of the Service.

13. **Limitation of Liability**

- 13.1. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees.
- 13.2. Neither party shall be liable in contract, tort, precontract or other representations (other than fraudulent or negligent misrepresentations) arising out of or in connection with this Agreement for;
- 13.2.1. any economic losses (including, without limitation, loss of revenues, profits, contracts, or business); or
- 13.2.2. any special, indirect or consequential losses or any destruction of data, arising out of or in connection with the provisions of this Agreement.
- 13.3. Subject to Clauses 13.1 and 13.2 TSI's liability to the Customer in contract, tort, negligence, precontract or other representations arising out of or in connection with this Agreement or the performance or observation of its obligations under this Agreement shall be limited in aggregate to the charges paid, by the Customer under this Agreement.
- 13.4. Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.
- 13.5. The customer indemnifies TSI and its suppliers including a Third Party against any claims or damages arising from the Customers access to the use of the Service and any information, data or material produced, transmitted or downloaded on the Service.

14. **Force Majeure**

- 14.1. If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lighting, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving the party's employees), or acts of local or central Government or other Competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform.
- 14.2. If any of the events detailed in paragraph 14.1 continue for more than 3 months either party may serve notice on the other terminating this Contract.



15. Confidentiality and Data Protection

- 15.1. TSI and the Customer agrees to keep all Confidential Information confidential. This clause shall not apply to information that TSI / Customer can prove: Is in the public domain otherwise than by the either parties breach; it already had in its possession prior to obtaining the information directly or indirectly from the Customer; or a third party subsequently disclosed to the Customer free of restrictions on disclosure and use. This Clause shall survive for three (3) years from when TSI / Customer acquired that Confidential Information.
- 15.2. TSI may disclose Confidential Information if required to do so by law, regulation or rules of a securities exchange or other regulatory authority, but only to the extent of the relevant requirement. The Customer shall promptly inform the Supplier of the requirement and will cooperate with the Supplier in the disclosure.
- 15.3. The use of any information, including Calling Line Identification, may be subject to the General Data Protection Regulation 2018. TSI reserves the right to withhold Calling Line Identification if it believes that the Customer has failed to comply with this Clause or TSI receives a complaint from any relevant authority.

