

## PSTN, ISDN and ISDN30 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 PSTN, ISDN2e or ISDN30 fixed line service.

"Telephone Line" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Site as notified by the Customer to TSI.

"Agreement" means these Terms, together with the order form.

"Third Party" means any company that TSI may use to deliver the Service

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

"Consumer" means a person who enters into a contract other than in the course of a business.

"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.

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

"Order form" means the TSI Broadband Order Form, written customer order or e-mailed customer order.

"TSI Price List" means the TSI price list in force from time to time and available on the TSI website at [www.tsicomms.co.uk](http://www.tsicomms.co.uk)

"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

"BT Distribution Point" means Network Termination Point as defined in clause 8.

### 2. Commencement and Duration

2.1. This Agreement will commence on the Commencement Date and shall continue for an initial Minimum Term as agreed in the Sales Quote or Order Form.

### 3. Provisions of the Service

3.1. This agreement covers the provision by TSI to you of our telecommunication services. We may vary these Terms and Conditions at our discretion and at any time by giving you not less than 42 calendar days written notice in advance inclusive of the date of posting. If you have subscribed to TSI broadband, a separate agreement covers the terms.

3.2. Our service to you includes:

3.2.1. installation or takeover and rental of a fixed telephone line;

3.2.2. the facility to make or receive phone calls including the ability to send or receive information for example, from computers using your telephone line;

3.2.3. any other facilities such as caller display that we agree to give you; and

3.2.4. one phone number for each fixed telephone line that you rent from us, which we will publish (with your details) in your local BT Phone Book and make available on Directory Enquiries Service if requested



#### 4. **When the service starts**

4.1. For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your service after 12.00pm on the day before we agree to install your telephone line, you may be liable to pay a missed appointment charge. We will begin the service once any work we need to do is completed on that date (service start date). For line transfers, we will normally transfer the line from your current provider within ten working days. The time taken to port numbers from some other networks varies.

#### 5. **How we provide the Services to you**

5.1. TSI provides services via WLR and/or a Third Party. WLR means that TSI will bill you for line rental of your Openreach line and Openreach will continue to maintain your line from the exchange to your premises and fix any faults that may occur.

5.2. You acknowledge that in order to avoid delays occurring in the ordering process, TSI will need to be notified by Openreach of any products or services presently in use on your line that are incompatible with the WLR or NGN service. BT or other network providers are under a strict duty not to disclose information about a customer's telephone services to a third party unless the customer has consented to such disclosure. In entering into this agreement you give consent to BT or other network providers to disclose such information to TSI. You also give TSI authority to act as your agent to arrange connection onto TSI services. If TSI is unable to take over the billing of your line rental, for whatever reason, you hereby authorise us to carry your phone calls only through CPS (see Clause 7).

#### 6. **Telephone Numbers**

6.1. The Customer does not own any number or have the right to sell the number(s) related to the Service.

6.2. Numbers are not guaranteed until installation

#### 7. **Carrier pre-selection (CPS)**

7.1. CPS is the routing of your services through a carrier other than BTTM. Your phone line(s) are still maintained by Openreach engineers but the calls are carried on another network. We may select and at any time change any carrier or other service provider for the purposes of providing the CPS. You hereby irrevocably authorise us to give all notices, nominations and other authorisations necessary for us to provide the CPS service.

#### 8. **Network Termination Point (NTP)**

8.1. The demarcation point or Network Termination Point (NTP) is the end of the Openreach network. It is the point at which Openreach can test to see whether the line is working and to which the end users can connect their wiring and equipment.

8.2. The Network Termination Point will comprise one of the following:

8.2.1. an external Network Termination Equipment (NTE); or

8.2.2. a single or multi-line internal NTE (there are different types but the NTE5a is the standard used in most homes and businesses and the most commonly referred to); or

8.2.3. a single or multi-line termination box (Distribution Point), sometimes this is also referred to as a Network Test and Termination Point (NTTP); or

8.2.4. a frame; or

8.2.5. a temporary capacitor (occasionally used on new build sites as a temporary measure until service is required).

8.3. The NTP will be located at the end user's premises as set out below:

8.3.1. At the point at which the network cable arrives on the exterior of the premises but no higher than 1.5m above ground level; or



- 8.3.2. An agreed point up to a maximum of one hour's work for WLR3 Basic, MPF and SLU-MPF or two hours' work for WLR3 Premium from the point the line has been connected to the premises and the engineer commences work within the end user's premises after having previously agreed the location of the NTP with the end user. If the Customer has stated a Required Location for BT Distribution Point in section 3 it is the Customer's onsite representatives responsibility to ensure that the engineer complies with this agreed point.
- 8.4. Where further wiring is required to meet the end user's preferred NTP location exceeding the times specified above, this can be ordered from TSI Voice & Data on a Time Related Charges basis.
- 8.5. Flexible Demarcation applies to the provision of new lines only. No retrospective changes will be made to the NTP of existing lines, other than where judged necessary for engineering reasons when an engineer is called out to repair, convert or relocate a line.

## 9. Termination

- 9.1. The Agreement will have the Minimum Term 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 twenty-four (24) 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.
- 9.2. If the agreement is terminated without notice you will:
- 9.2.1. Immediately pay any outstanding invoices and rental charges for the remaining period of the contract.
- 9.2.2. 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)
- 9.2.3. Reimburse TSI for the cost of any equipment provided free of charge (if applicable)
- 9.2.4. Pay us (in addition to clauses 9.2.1 and 9.2.2) a minimum disconnection fee of 1 (one) month's rental should you terminate your contract without notice or in breach of 9.1.
- 9.3. Either party may terminate this Agreement or the Service provided under it immediately, on notice, if the other:
- 9.3.1. 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;
- 9.3.2. commits a material breach of this Contract which cannot be remedied;
- 9.3.3. is repeatedly in breach of this Contract; or
- 9.3.4. 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.
- 9.4. TSI may terminate this Agreement immediately upon written notice to the Customer if:
- 9.4.1. 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
- 9.4.2. 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;
- 9.4.3. 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.
- 9.5. Upon termination of this Agreement to Customer shall immediately stop using the Service and the Customer right to use the Service shall immediately terminate.



9.6. 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.

## 10. Charges

- 10.1. 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
- 10.2. Charges are calculated from data recorded by us and not from your own records.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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 and invoice. We may lower our prices and will endeavour to inform you at least 14 days in advance of any such change. If, during the first 12 months of this agreement, we are forced to increase our call charges to an extent greater than the increase in the Retail Price Index for the relevant period, you may end this agreement without paying the disconnection fee and transfer to your chosen provider.
  - 10.5.1. All TSI charges are subject to VAT at the prevailing rate (currently 20.0%).
  - 10.5.2. Line rental, service charges and call packages are billed one month in advance.
  - 10.5.3. TSI will charge £109.99 + VAT to reinstate lines that have been ceased due to non-payment.
  - 10.5.4. TSI may also make an additional charge (on the basis of additional charges detailed in the TSI Price List), on its own behalf or on behalf of BT or Gamma in the following circumstances: –
- 10.6. an abortive visit charge may be incurred where incorrect information supplied by the Customers means it is technically impractical to provide the line;
- 10.7. where TSI or s Third Party are unable to gain access to the Site to carry out installation of the Service or the installation is aborted an abortive visit charge may be payable;
- 10.8. where certain order information provided by the Customer is illegible, inaccurate or incomplete an administration fee will be charged;
- 10.9. where TSI or a Third Party provide the support to the Customer outside its normal support times in supply of the Service;
- 10.10. Prices quoted are dependent on payment by Direct Debit and will not commence until a Direct Debit Instruction is received; alternative prices, which may be higher, may be charged until a Direct Debit Instruction is received.

## 11. Pricing conditions

- 11.1. 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.
- 11.2. Mobile call rates refer to calls to EE (T-Mobile, Orange), Vodafone, O2 and 3 only.
- 11.3. International rates charged under the calling card package are billed per minute.
- 11.4. Connection charges, where applicable, are applied to all calls unless they are part of an inclusive call package or call to free-phone numbers. A full TSI price list is available on request.

## 12. Customer Obligations



- 12.1. TSI agree to provide you with the service as specified on the Order Form 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:
- 12.1.1. 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.
  - 12.1.2. Not to allow an alternative supplier to override or bypass our service either through the installation of equipment or through the Openreach local exchange.
  - 12.1.3. To be responsible for ensuring contract termination with any previous supplier and paying any costs incurred due to breach of an existing supplier contract.
  - 12.1.4. To be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the service of any previous supplier.
  - 12.1.5. 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.

### 13. Repairs to service

- 13.1. Openreach will maintain your line and will continue to fix any faults that may occur. If you have broadband on the line, other network providers may have to repair faults at the exchange level. We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible. Technical support is available on 0808 178 9595 or [support@tiscomms.co.uk](mailto:support@tiscomms.co.uk)
- 13.2. TSI reserves the right to apply £170 + VAT engineering call out charge if a fault is found to be on your own equipment or caused by accidental damage. Additional time related charges and replacement equipment costs may also be added.
- 13.3. Care Level 2 (included as standard in line rental): Openreach aim to clear by 23.59 next day, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday
- 13.4. Care Level 3: Report 13.00, Openreach aim to clear by 23.59 same day. Report after 13.00 clear by 12.59 next day, seven days a week, including Public and Bank Holiday
- 13.5. Care Level 4: Openreach aim to clear within 6 hours, any time of day, any day of the year.

### 14. Suspension of service

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

### 15. Customer Requirements

- 15.1. To allow the installation and use of the TSI Equipment at the Site, the Customer will at the Customer's own expense:
  - 15.1.1. obtain all necessary consents, including consents for any necessary alterations to buildings;



- 15.1.2. take up or remove, any fitted or fixed door coverings, ceiling tiles, suspended ceiling or partition covers, as TSI or a Third Party advises are necessary, and carry out afterwards any making good or decorator's work required; and
  - 15.1.2.1. provide any electricity and connection points required by TSI or a Third Party.
- 15.1.3. The criteria above must be completed in advance of any installation work.
- 15.2. 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.
- 15.3. TSI shall supply the Customer with the relevant information to enable the Customer suitably to prepare the Site for delivery and installation of the TSI Equipment. The Customer shall at their own expense provide suitable accommodation, assistance, facilities and environmental conditions for the TSI Equipment and all necessary electrical and other installations and fittings.
- 15.4. 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.
- 15.5. The Customer is responsible for the TSI 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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 TSIs behalf including a Third Party, who produces a valid identity card, with access to any Site and any other premises outside of TSI's control. 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 as detailed in Clauses and the TSI Price List.
- 15.9. 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.
- 15.10. The Customer hereby irrevocably gives permission to TSI or a Third Party and its employees, agents or contractors to:
  - 15.10.1. execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of the TSI Equipment;
  - 15.10.2. keep and operate telecommunication apparatus installed on, under or over the premises;
  - 15.10.3. 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.
- 15.11. The Customer undertakes: -
  - 15.11.1. to comply with all instruction TSI may notify to the Customer for use of the TSI Equipment;

- 15.11.2. not to allow the TSI equipment to be repaired or maintained other than by an authorised representative of TSI;
  - 15.11.3. not to damage the TSI Equipment and not to add, modify or in any way interfere with the TSI Equipment;
  - 15.11.4. not to attempt to sell the TSI Equipment;
  - 15.11.5. 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.
- 15.12. The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

## 16. Intellectual Property Rights

- 16.1. 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.
- 16.2. 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.
- 16.3. 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 Gamma's or TelcoSwitch's trademark or trade name.
- 16.4. 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.

## 17. Warranties

- 17.1. 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.

## 18. Limitation of Liability

- 18.1. 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.
- 18.2. 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;
  - 18.2.1. any economic losses (including, without limitation, loss of revenues, profits, contracts, or business); or
  - 18.2.2. any special, indirect or consequential losses or any destruction of data, arising out of or in connection with the provisions of this Agreement.
- 18.3. Subject to Clauses 18.1 and 18.2 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.
- 18.4. 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.
- 18.5. 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.



## 19. Force Majeure

- 19.1. If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, 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.
- 19.2. If any of the events detailed in paragraph 19.1 continue for more than 3 months either party may serve notice on the other terminating this Contract.

## 20. Confidentiality and Data Protection

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.

## 21. Successors and Assigns

- 21.1. 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.

