



Installations 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 is to be invoiced for the installation.

"Installation" means the installation, connection, configuration and/or supply of the items listed on the Sales Quotation.

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

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

"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.

"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.

"Active Equipment" means electronic devices that receive power.

"Site" means the address where the installation is to be received

2. General Conditions

2.1. These conditions shall come into force on our acceptance of your order and shall apply to all orders received whether in writing or otherwise. In case of conflict between these conditions and your conditions of purchaser the terms of your enquiry or order or any correspondence relating thereto these conditions shall prevail except to the extent that these conditions are excluded by specific reference by us in writing. No variation of your order will be recognised unless agreed by us in writing. We reserve the right to cancel your order if you commit an act of bankruptcy or commence winding up by reason of insolvency or make an arrangement for the benefit of creditors.

3. Credit Accounts

3.1. Customers wishing to open a credit account may be requested to provide two trade references and one banker's reference. Until we have approved a credit account in writing we may ask for payment in part or full before commencing the installation.

4. Settlement Terms

4.1. Payment is due within 30 days from the invoice date. Overdue amounts may automatically accrue interest daily at a standard rate of 4% above the Bank of England's base rate. We reserve the right to suspend work or orders immediately should an account become overdue.



5. Prices and Price Lists

- 5.1. All quotations are given at current prices but are subject to alteration with notice in accordance with prices ruling at the time of delivery. All price lists and other advertising matter are intended to present only an indication of the type of goods offered and no price or other particulars contained therein shall be binding on us unless expressly included by reference thereto.
- 5.2. TSI reserve the right to increase prices each year by the percentage change in the Retail Price Index (or similar or equivalent index if that index ceases to be published) over the 12 months preceding the last quarterly publication of that Index prior to the date of the notice.

6. Delivery and Work Commencement Dates

- 6.1. Delivery and dates for commencement of works are given in good faith by us to indicate estimated delivery times and start dates but shall not amount to a contractual obligation to deliver or commence work on the date or time given. No liability for direct or consequential loss or damage arising from delay and delivery will be accepted by us.
- 6.2. Delivery and or commencement of work dates shall be reasonably extended if delays are caused by industrial disputes or by any cause beyond our reasonable control.
- 6.3. TSI reserve the right to charge a minimum of 4 hours labour per Technician plus relevant associated costs (travel, congestion charge etc) in any instance where TSI are unable to start their work, or are required to leave and return to site on another day, due to the client misinforming us that they were ready for TSI to commence the installation.

7. Passing of Title

Title to any goods supplied by us shall not pass onto you until we have received in cash or cleared funds payment in full of the price of the goods and services agreed to be sold by us to you for which payment is then due. Should the goods become the constituents of other products / services we shall have legal ownership of such other products as if they were simply and solely the goods being supplied by us. We shall also have the right to enter your premises to recover any goods supplied by us or other products of which the goods have become part in the event of your failure to pay for the goods and / or services so supplied.

8. Legal Construction

- 8.1. Unless otherwise agreed in writing by one of our partners, the construction validity and performance of any contract arising hereunder shall in all respects be construed and operate in accordance with English Law and shall be subjected to the jurisdiction of the English Courts.

9. Labour Charge

TSI will quote for labour on either a either a pre-agreed Fixed Price or a Time & Materials basis based on the actual costs involved; the method of quoting is to be agreed in advance. The conditions for Labour on a Time & Materials basis is laid out below.

9.1 Labour on a Time and Materials Basis –

- 9.1.1 A 1st Hour charge is applied for any occasion where a TSI Technician attends a site. The full 1st Hour charge is always applied, including in those instances where the visit is less than 1 hour. The 1st Hour charge is applicable to any site visit, regardless of whether it is the Technician has visited more than one site in a given day.
- 9.1.2 All work between 08:00 and 17:00 on Monday to Friday is charged at standard time. 30% loading ("Out of Hours") is applied to any hours worked between 17:00 and 08:00.



- 9.1.3 30% loading is added to all work carried out on a Saturday ("Out of Hours"), and 50% loading ("Premium") is added to all work carried out on a Sunday or Bank Holiday.
- 9.1.4 Should a Technician work over 5 hours in a given day then a day rate will be applied. Should the Technician work over 9 hours (including break) then overtime is charged in 30 minute increments, at an increased rate should point 10.1.3 apply.
- 9.1.5 All Technicians travel is calculated from beginning and ending at the TSI Head Office in London. All journey times and mileage is calculated using Google Maps using the most direct route to site, and no additions will be charged for traffic delays or detours. 1 hour will be deducted from the journey to site, and 1 hour for the journey from site to cover the Technicians commute to and from work.
- 9.1.6 No travel charge is applied to any site within the M25, regardless of the Technicians' journey to site. Wherever possible TSI will endeavour to reduce the travel charge by using Technicians who live close to each other and can share a vehicle, therefore reducing the mileage charge.
- 9.1.7 A subsistence charge is applied only if the Technician is required to stay overnight, and if the Technician could not reasonably be expected to travel home due to either distance and/or shift finishing time. The subsistence charge covers hotel costs and provision of an evening meal to the Technician. No additional charge is made in all instances where the actual costs are larger than the subsistence charge.
- 9.1.8 A fixed fee is applied to cover Flights, Ferry and Train costs and will not be increased in all instances where the actual costs are higher.
- 9.1.9 A Congestion Charge is applied when a Technician is required to enter the zone. It applies to all TSI vehicles that are required onsite for a given day.
- 9.1.10 Where the requested works include Active Equipment installation and configuration then Engineer rates are applied.
- 9.1.11 If the Customer does not have a current Service Agreement with TSI then remote system programming and configuration changes are charged at the Engineer 'Hourly Charge' rate. A Fixed Price quote uses the same conditions and principals as in 9.1 with the exception that the quote is fixed in advance and will not increase or decrease unless otherwise agreed and an additional Sales Quotation will be issued for additional requirements and variations. Labour charges are calculated based on Schedule of Rates in Appendix 1

10. Health & Safety

- 10.1. Health and Safety takes priority over all other considerations. TSI will undertake and provide a Risk Assessment and Method Statement ("RAMS") before commencing any installation. TSI reserve the right to cancel any installation if the site is deemed unsafe and suitable controls cannot be implemented.

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. All TSI equipment installed is covered by the relevant manufacturer warranty. We give no guarantee on goods supplied by us. However notwithstanding the foregoing, we give you a guarantee equivalent to such unexpired portion of the guarantee or warranty (if any) received by us from supplier of such goods. You shall properly use and care for and maintain the goods.
- 12.2. TSI will make available upon request information on the design, construction and installation of products to ensure that as far as reasonably practicable they are safe and without the risk to health when properly used. It is the responsibility of purchasers to take such steps as are necessary to ensure that appropriate information relevant to the products and their use is made available to the end user. Our liability under these conditions shall be in lieu of any warranty or condition implied by law as to the quality fitness for any particular purpose or merchantable quality of the goods. No statement made or agreed and no liability undertaken orally shall be binding upon us unless confirmed in writing.
- 12.3. TSI will guarantee that the work carried out by the company will be to the standard expected of all relevant British/International Standards. Furthermore, we guarantee that for a period of twelve months (or longer if confirmed in writing) we will rectify any faults resulting directly from incorrect or poor workmanship or installation by TSI. We will not be liable for faults caused by negligence, misuse or faulty appliances. We reserve the right to withdraw this guarantee should unauthorised third parties install, alter or tamper with any part of the guaranteed system.
- 12.4. TSI take no responsibility for Customer Equipment connected to the TSI equipment, other than to ensure that TSI equipment is functioning as it should

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 Customer's 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 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.

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. The Supplier reserves the right to withhold Calling Line Identification if it believes that the Customer has failed to comply with this Clause or the Supplier receives a complaint from any relevant authority.



Appendix 1 - Schedule of Rates

Standard Hours

Description	Min. Visit Charge	First Hour Charge	Hourly Charge	Day Rate
Technician	£135.00	£135.00	£70.00	£400.00
Engineer	£165.00	£165.00	£80.00	£520.00
Senior Engineer	£235.00	£235.00	£120.00	£755.00
Project Coordinator	-	-	-	£290.00
Project Manager	-	-	-	£580.00

Out of Hours

Description	Min. Visit Charge	First Hour Charge	Hourly Charge	Day Rate
Technician	£175.00	£175.00	£90.00	£520.00
Engineer	£230.00	£235.00	£120.00	£680.00
Senior Engineer	£330.00	£330.00	£165.00	£980.00

Premium rates

Description	Min. Visit Charge	First Hour Charge	Hourly Charge	Day Rate
Technician	£195.00	£195.00	£100.00	£600.00
Engineer	£270.00	£270.00	£135.00	£785.00
Senior Engineer	£385.00	£368.00	£190.00	£1130.00

