

1. DEFINITIONS

- 1.1 The following words have the following meaning:
"The Agreement" means these terms and conditions and the Customer Order Form.
"Telesis Ltd Designated Carrier Network" means the telecommunications network.
"BT" means British Telecommunications Plc.
"Customer" means the company, partnership, sole trader or other legal entity named in the Customer Order Form.
"Customer Order Form" means the accompanying document titled Customer Order Form containing details of the Customer and the Services.
"Data Services" means the Services relating to data as specified in the Customer Order Form.
"Equipment" means any Equipment supplied by Telesis Ltd to the Customer.
"Line Rental" means rental of the Customer's ISDN or Analogue line(s) previously supplied by BT.
"Minimum Term" means the minimum term in the Customer Order Form or, where applicable, the term specified in a particular section of these terms and conditions.
"MLU Access" means the automatic insertion of the unique Telesis Ltd access code by a unit of Telesis Ltd.
"Network Services Plan" means the particular Network Services Plan specified in the Customer Order Form.
"Owner" means Telesis Ltd.
"Preferred Commencement Date" means the preferred date on which that particular Service is due to commence.
"Services" means the services requested by the customer as particularised in the Customer Order Form.
"Site" means the place of business at which the Services and Equipment are to be provided as specified in the Agreement.
"Software" means any computer programme that was on the Equipment when supplied or that the Customer received separately.
- 1.2 Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.

2. NETWORK SERVICES (INCLUDING LINE RENTAL)

- 2.1 If the customer migrates its call traffic from Telesis Ltd's network before the expiry of the notice, Telesis Ltd reserves its right to invoice an amount equal to the Customer's average monthly gross profit multiplied by the number of months remaining in the Minimum Term.
- 2.2 Telesis Ltd will charge the Customer at the prices set out in the Network Services Plan. (as amended by Telesis Ltd from time to time). Telesis Ltd will invoice the Customer monthly in arrears and the Customer must pay the charges by the fourteenth day after the date of invoice by Direct Debit (where the Customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). If the Customer fails to make any payment within 14 days of the date of the invoice Telesis Ltd may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment will apply.
- 2.3 Telesis Ltd may at any time increase the charges by giving the Customer 30 days written notice or if less as much notice as reasonably possible in the circumstances.
- 2.4 Telesis Ltd may, on seven days written notice to the Customer, stipulate a reasonable monetary limit that will apply to all charges due or which may become due to Telesis Ltd from the Customer. If at any time the amount of charges payable to Telesis Ltd exceeds the stipulated monetary limit, Telesis Ltd will immediately notify the Customer and any amounts incurred in excess of the stipulated monetary limit will immediately become due and payable.
- 2.5 All calls made on Telesis Ltd tariffs are subject to 1p setup charge on local and national calls and 3p setup charge for all calls made to mobiles.
- 2.6 All calls made on Telesis Ltd discount and saver tariffs are subject to 1p minimum call charge.
- 2.7 On line packages that include call allowances, the inclusive mobile excludes 3g mobile calls.
- 2.8 The Customer agrees that signing this Agreement will terminate any prior network services/line rental Agreement with service provider. The customer authorises Telesis Ltd to use all information the Customer provides in order to liaise directly with the service provider. In signing this Agreement the Customer agrees to take the network services/line rental services specified in the Customer Order Form for a minimum term of 24 months. Following the minimum term, the network services/line rental services shall continue until terminated by either party.
- 2.9 Telesis Ltd will invoice the Customer monthly in advance for the Line Rental and the Customer must pay the charges by direct debit by the fourteenth day after the invoice date (where the Customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). If the customer fails to make any payment within this timeframe Telesis Ltd may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment below will apply.
- 2.10 On termination of this Agreement for any reason you will:
- pay us all outstanding charges due under this Agreement;
 - co-operate with us in the removal of any of our equipment from your premises
- 2.11 If this agreement ends before the Minimum Period ends (other than as a result of force majeure or any breach of this Agreement by us) you will pay us:
- the Monthly Rental Charges which would have been payable if the agreement had not ended early;
 - in addition we may charge a disconnection fee of £159.00 for every line whether the agreement has reached the full minimum period or not.
 - you may terminate the Contract by giving us at anytime twenty eight days, (but no longer than forty days), written notice of termination by recorded delivery to our registered office prior to the renewal date. If you terminate this agreement prior to the expiry of the contracted term or of any subsequent contract period, you agree to pay a compensation charge equal to the balance of the fixed line rental due up to the expiry date of this agreement. In addition, you agree to pay a compensation charge in respect of telephone call traffic, equal to four times the value of average monthly call billing during the term of this agreement up to and including the month of termination.

3. MOBILE SERVICES AGREEMENT

- 3.1 Under the terms of the agreement the Customer may be supplied with a number of cellular connections (lines) at different times at the Customer's own request. Each supply will be for a minimum of 13 months from the date of the order and, subject to any other right of termination under the Agreement, may only be terminated by giving 90 days notice in writing not to expire before the end of the minimum term.
- 3.2 Where Telesis Ltd has provided further equipment in respect of any line at a subsidised price (upgrade) or financial support in lieu of equipment (upgrade support) then the minimum term that relates to that line is extended by a further period equal to the minimum term from the date of supply of the upgrade or upgrade support.
- 3.3 If the Customer terminates the Agreement in breach of these terms and conditions the Customer will be obliged to pay the monthly access charges in relation to each line supplied until the earliest date that the Customer would have been entitled to end each supply.
- 3.4 When this agreement is terminated Telesis Ltd will disconnect the Customer from the network and it must pay all charges owed to Telesis Ltd under the Agreement.
- 3.5 The Customer will be charged for all use of the lines supplied including:
- A monthly access charge which is payable one month in advance, together with payment for any extra services which Telesis Ltd is providing to the Customer;
 - Call charges for all calls made in the previous month according to the Telesis Ltd tariff which the Customer has chosen;
 - In the event that the Customer chooses to use the telephone abroad, these charges will include all incoming calls that the Customer receives during that period.
- 3.6 The Customer must pay all invoice issued by Telesis Ltd within 14 days of the date of invoice by Direct Debit (where the Customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). If the Customer fails to make any payment within 14 days of the date of invoice Telesis Ltd may require the Customer to pay all sums due under this Agreement on demand. The provision for interest on late payment will apply.
- 3.7 If the network provider exercises any right against Telesis Ltd to withhold or claw-back payments made by the network operator to Telesis Ltd, Telesis Ltd shall be entitled to charge, claw-back or adjust payments, tariffs or discounts made or given by Telesis Ltd to the Customer to the extent that they are based upon payments from the network operator.
- 3.8 If any cellular connection is not being used for commercial purposes then Telesis Ltd shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that connection.
- 3.9 In the event that the Customer wishes to change its mobile services supplier after the relevant minimum term has expired, Telesis Ltd will arrange for the transfer of the telephone number to the new supplier providing that the customer has given the appropriate period of notice to terminate that supply and upon the payment of a reasonable administration fee and upon all sums due to Telesis Ltd under this Agreement being paid up to date, together with the payment of a deposit in respect of unbilled calls.

4. DATA SERVICES

- 4.1 Telesis Ltd shall provide the Data Services to the Customer according to the terms of the Agreement. A Minimum Term Applies.
- 4.2 Telesis Ltd may obtain telecommunication services from a carrier in order to supply the Data Services to the Customer.
- 4.3 The Customer accepts that it is technically impracticable to provide telecommunications services which are entirely free of faults and Telesis Ltd does not undertake to do so.
- 4.4 The Customer accepts that it may not be able to receive that Data Services due to certain technical restrictions. If such technical restrictions are discovered after the date of the Agreement, Telesis Ltd shall have the right to immediately terminate the Agreement in whole or in part without prejudice to any of its rights under the Agreement.
- 4.5 Telesis Ltd shall provide the Customer with the Data Services in exchange for the charges set out in this Agreement. Unless otherwise agreed in writing, the charges shall be payable quarterly in advance from the start of the start Minimum Term. Payment must be by Direct Debit and will be due 14 days after the invoice date (where the customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). The provision for interest on late payment below will apply.
- 4.6 Any installation fees associated with the Data Services shall be payable within 14 days of the date of which they are invoiced.
- 4.7 All fees are subject to change from time to time in the event that the carrier increases its fees to Telesis Ltd. Details of any such increase shall be provided to the customer as soon as reasonably possible.
- 4.8 The Customer may terminate the Agreement by giving Telesis Ltd 90 days notice in writing not to expire before the end of the Minimum Term. If the Customer terminated the Agreement before the end of the Minimum Term, Telesis Ltd shall be entitled to charge the customer the charged that would have been payable for the balance of the Minimum Term.
- 4.9 If the customer moves from the Site(s), Telesis Ltd shall be entitled to charge the fees that would have been payable by the customer for the balance of the Minimum Term. If the customer wishes to receive the Data Services at a new Site(s), it may be required by Telesis Ltd to start a new Agreement.
- 4.10 Nothing in the Data Services sections of the Agreement shall affect the parties' rights of termination or after termination in the general provisions of the Agreement.

5. SALES AND MAINTENANCE AGREEMENTS

- 5.1 The customer shall pay 40% or £500 (whichever is the greater) in respect to the order value on signing the Agreement and 60% on the installation date. Payment shall be due on receipt of the invoice.
- 5.2 The period of maintenance will start on the Preferred Commencement Date. It will continue for the Minimum Term and then from year to year until terminated at any time by either party giving the other not less than twelve (12) calendar months written notice prior to the anniversary date.
- 5.3 The customer must pay all Telesis Ltd invoice s for maintenance by direct debit within 14 days of the invoice date, which will before the period of cover starts (Where the customer fails to complete the direct debit form a 3% surcharge shall be added to the charges). Telesis Ltd shall have the right to stop servicing the Equipment if the Customer does not pay on time.
- 5.4 Telesis Ltd may from time to time increase the charge for maintenance to account for cost increases. If this increase exceeds 10%, the Customer may by writing to Telesis Ltd within 30 days of the invoice for the increased price terminate the Agreement. Customers will not be allowed to terminate the Agreement if the increase has resulted from additions made to the system.
- 5.5 Ownership of the Equipment shall remain with Telesis Ltd unless it is paid for in full by the Customer. Until that time the Customer will hold it as Telesis Ltd's fiduciary agent and bailee. The Customer must keep the Equipment separate from other equipment and it must be properly stored, protected, insured and identified as Telesis Ltd's property. The Customer is not permitted to sell the Equipment and Telesis Ltd can insist on its return.
- 5.6 On expiry of Telesis Ltd associated lease agreements, the leased system(s) become the property of Telesis Ltd. An invoice will be raised for secondary rental or title of the equipment unless the equipment is returned to Telesis Ltd at 2 Thomas Holden Street, Bolton BL1 2QG in good working condition by the customer within 30 days of the expiry of the lease.

6. TERMINATION

- 6.1 Without prejudice to any other rights or remedies under the Agreement or at law, Telesis Ltd may terminate this Agreement or cancel the Services at any Site immediately by serving written notice on the customer if:
- the Customer becomes insolvent or is subject to a court winding up order; or
 - the Customer commits a breach of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within 14 days of receiving written notice to do so from Telesis Ltd; or
- 6.2 Telesis offer a cooling off period of 7 calendar days from the contract date if the customer wishes to cancel this Agreement. The customer must inform Telesis in writing within the 7 calendar day period if they wish to cancel.
- 6.3 The Customer may terminate this Agreement immediately by serving written notice on Telesis Ltd if:
- Telesis Ltd becomes insolvent; or
 - Telesis Ltd commits a breach of any material obligation under the Agreement and (in the case of a remedial breach) fails to remedy the breach within 14 days of receiving written notice to do so from the Customer.
- 6.4 Upon termination for any part of the Agreement, all amounts owed by the Customer to Telesis Ltd shall become immediately due and payable in full on demand and the Customer must:
- immediately stop using the Services that have terminated;
 - immediately stop using the Equipment, and
 - permit Telesis Ltd to enter the site(s) during normal business hours to remove the Equipment. The Customer's obligations in respect of the Equipment will continue to apply until Telesis Ltd has removed the Equipment.
- 6.5 Telesis Ltd will not be liable for any further programming required by the Customer.
- 6.6 The provisions of this clause remain in force despite the termination of the Agreement.

7. GENERAL PROVISIONS

- 7.1 All sums due to Telesis Ltd under the Agreement are exclusive of Value Added Tax and any other applicable taxes which may from time to time be introduced, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply and must be paid by the Customer.
- 7.2 If payment should not be received within 30 days from the date of the invoice, Telesis Ltd will be entitled to charge (in addition to interest and any legal cost ordered by the court and without prejudice to any other rights or remedies available to Telesis Ltd) the sum of £85 +Vat in administrative cost incurred by Telesis Ltd in taking steps to secure payment.
- 7.3 The customer will pay interest at a rate of 3% over the Bank Of England Base Lending Rate applicable at the time per month on all overdue amounts from the date payment is due until the Customer has paid in full.
- 7.4 The agreement is the entire agreement between the Customer and Telesis Ltd.
- 7.5 The agreement applies to all items of Equipment individually. If any item fails, it will not affect the rights and liabilities of either party for the other items.
- 7.6 The Customer's duties under the Agreement will continue and will not be affected by the breakdown, theft, loss, destruction of, or damage to any Equipment.
- 7.7 Notices under the Agreement must be made in writing and delivered by hand or sent by post to the other party's address. The address will be the one stated in the Agreement, the registered office (for a limited company) or the last known address of the other party. The notice will be taken to have been delivered on the date it was delivered by hand or 24 hours after the date it was posted.
- 7.8 Telesis Ltd reserves the right to assign, sub-contract or otherwise deal with all or any of its rights and obligations arising under the Agreement. The customer may not assign this contract without having first received written authority from Telesis Ltd, such authority not to be unreasonably withheld.
- 7.9 There can be no variation to the terms of the Agreement unless approved in writing by both parties.
- 7.10 The enforceability of any term of the Agreement will not affect the enforceability of any other terms.
- 7.11 No person or body who is not who is not a party to the Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Agreement.
- 7.12 The Agreement is governed by English law and disputes will be subject to the exclusive jurisdiction of the English Courts.

Telesis Ltd, 2 Thomas Holden Street, Bolton BL1 2QG
T 0844 25 11 655 F 0844 25 11 644
E enquiries@telesiscomms.com W www.telesiscomms.com
Registered No. 068 38593. VAT No. 945 791871.

