

Telesis Ltd: Terms and Conditions

1. DEFINITIONS

- 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.
 - "Carrier 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 Service 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.
- Headings are inserted for the ease of reference only and do not affect the interpretation of this Agreement.

2. NETWORK SERVICES (INCLUDING LINE RENTAL)

- The customer migrates its call traffic from Telesis Ltd's network before the expiry of the notice. Telesis Ltd reserves the 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.
- 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 monthly 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.
- Telesis Ltd may at any time increase the charges by giving the Customer 30 days written notice or if less as much applies as reasonably possible in the circumstances.
- 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.
- 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.
- All calls made on Telesis Ltd discount and saver tariffs are subject to 10p minimum call charge.
- On line packages that include call allowances, the inclusive mobile excludes 3p mobile calls.
- The Customer agrees that signing this Agreement will terminate any prior network services/line rental Agreement. The customer authorises Telesis Ltd to use all information the Customer provides in order to liaise directly with another 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. If the customer wishes to terminate the network services/line rental services at the end of the minimum term written notice must be provided to Telesis Ltd. Such written notice must be provided not before 4 months prior to expiry of the minimum term and at least 3 months prior to expiry of the minimum term otherwise the network services/line rental services shall continue for a further period of Telesis Ltd's minimum term (24 months). During any subsequent 12 month term following expiry of the minimum term the same notice provisions apply to terminate the network services/line rental services on the anniversary.
- 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 monthly 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.
- 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

- This agreement ends before the Minimum Period or subsequent fixed 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 and channel whether the agreement has reached the full minimum period or not;
 - compensation 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.
- Telesis Ltd may at any time change the Telesis Ltd Designated Carrier Network, the Services or any Equipment if it needs to do so to comply with any applicable safety or other statutory requirements; or where the change does not materially detract from the quality or performance of the Services. Telesis Ltd will pay for any change to the Telesis Ltd Designated Carrier Network, Services or Equipment made under this clause.

3. MOBILE SERVICES AGREEMENT

- 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.
- Where Telesis Ltd has provided the Customer with a supply 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.
- 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.
- 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.
- 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 provides 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.
- The Customer must pay all invoices 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 monthly 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.
- 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.
- 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.
- 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 unbillable calls.

4. DATA SERVICES

- Telesis Ltd shall provide the Data Services to the Customer according to the terms of the Agreement. A Minimum Term Applies.
- Telesis Ltd may obtain telecommunication services from a carrier in order to supply the Data Services to the Customer. Telesis Ltd has the right to change the data provider at any time.
- 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.
- The Customer accepts that it may not be able to receive the 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.
- 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 monthly in advance from the start of the 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 monthly surcharge shall be added to the charges). The provision for interest on late payment will apply.
- Any installation fees associated with the Data Services shall be payable within 14 days of the date of which they are invoiced.
- 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.
- 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 terminates the Agreement before the end of the Minimum Term, Telesis Ltd shall be entitled to charge the customer the charges that would have been payable for the balance of the Minimum Term.
- 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 one Site(s), it may be required by Telesis Ltd to start a new Agreement.
- 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.
- Telesis Ltd may at any time change the data Services or any Equipment if it needs to do so to comply with any applicable safety or other statutory requirements; or where the change does not materially detract from the quality or performance of the data Services. Telesis Ltd will pay for any change to the Telesis Ltd Designated Carrier Network, data Services or Equipment made under this clause.

5. SALES AND MAINTENANCE AGREEMENTS

- 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.
- 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.
- The customer must pay all Telesis Ltd invoices for maintenance by direct debit within 14 days of the invoice date, which will be before the period of cover starts (where the customer fails to complete the direct debit form a monthly 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.
- 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.
- 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 for bailment. 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.
- 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.
- If requested within the manufacturer's warranty period, Telesis Ltd will replace faulty items free of charge with an identical model or one with similar capabilities. Telesis Ltd will do this only if Telesis Ltd supplied the Equipment to the Customer, the equipment has been maintained only by Telesis Ltd, the Customer is not at fault and liability is not excluded.
- Throughout the term of the Agreement, Telesis Ltd shall ensure that the performance of the Equipment and the servicing meet the approved standard of the manufacturer including telephone technical support for maintenance, an engineer's visit to Site when required, service of the central control unit and all components within it, service of key phone instruments, service of Voicemail – auto attendant hardware and headsets ("O" only covered if stated in the Agreement). Telesis Ltd will endeavour to respond to reported faults within the level of service taken by the Customer but at no time will a fault be repaired by Telesis Ltd if the Customer has not complied with the terms of the Agreement. Maintenance will not cover failure due to changes to or disconnection from the approved system, failure of any supplies or connected services, changes in the environment, ancillary items including but not limited to answer phones, call loggers, payphones, public address systems, printers, external music on hold sources, system cabling and consumables unless otherwise agreed in writing and a force majeure event as defined in the Agreement. Damage to equipment caused by any liquid is not covered by this agreement. Normal wear and tear is not covered by this agreement.

5.9 If the Equipment is to be connected to the BT Network or other outside services, it is the Customer's responsibility to arrange for provision of any required circuits. The Customer must pay all costs for circuit rentals, connection charges, inspections, commissioning and any other costs necessary to provide the services. Telesis Ltd shall not be responsible for any delays in the provision of services. Any such delay will not give the Customer the right to refuse installation of the Equipment or payment due to us.

5.10 After Telesis Ltd has installed the Equipment at the Site, our engineer will confirm to the Customer that the Equipment is working satisfactorily. When this is confirmed the Customer will be taken to have accepted the Equipment. Any warranties for the Equipment from the manufacturer will be passed to the Customer for 30 days.

5.11 The Customer must prepare the Site(s) in accordance with Telesis Ltd's instructions so that any necessary Equipment can be installed. The Customer will meet the costs of preparing the Site(s). The Customer must provide adequate electricity supply and suitable ear connection for the operation of any Equipment to be installed at the Site(s) and, in the case of MLU Access, a designated carrier network test and termination point. The Customer must assist and co-operate with Telesis Ltd to enable Telesis Ltd to carry out its obligations under the Agreement including giving access to the Site(s) to install and maintain the Equipment. Telesis Ltd will normally carry out installation and maintenance work during normal working hours but may, on reasonable notice, require the Customer to provide access at other times. At the Customer's request Telesis Ltd may be asked to work outside of normal working hours but the Customer shall be liable for paying to Telesis Ltd any overtime charges for relevant staff.

5.12 Telesis Ltd shall attempt to install the Equipment at the Premises so that the Service can be provided on or before the Preferred Commencement Date agreed by Telesis Ltd. Any installation date shall be an estimate only and Telesis Ltd shall not be liable for any failure to meet such installation date. Should the Customer prevent Telesis Ltd from delivering or installing the Equipment, including where the Site(s) is unprepared, Telesis Ltd reserves the right to suspend the Service to the Customer. Telesis Ltd reserves the right to suspend the Service on reasonable requests in respect of installation but Telesis Ltd's decision on the routing of cables and wires and the positioning of outlets and Equipment shall be final. Telesis Ltd accepts no liability whatsoever for any loss the Customer or any third party may suffer as a result of installation of the Service.

5.13 Telesis Ltd may, without terminating this Agreement, suspend the Services if any of the following apply. Telesis Ltd believes or is advised it is necessary because of technical problems or work on the network or for reasons of safety. Telesis Ltd believes it is necessary to prevent fraud taking place. Telesis Ltd is obliged to comply with an order, instruction or request of Government or persons purporting to act with Governmental authority, an emergency service organisation, or other competent administrative authority. Telesis Ltd needs to maintain or upgrade the Telesis Ltd Designated Carrier Network at the Site. The Customer's total charges incurred are more than the Customer's credit limit. The Customer acknowledges and agrees that in certain circumstances it may not be possible for Telesis Ltd to provide notice of the suspension. Telesis Ltd may use reasonable endeavours taking account of the circumstances to provide the Customer with as much notice of the suspension and to maintain the suspension for as short a period as is reasonably possible. If suspension occurs for technical reasons or to prevent fraud and that suspension lasts for more than 24 hours, the Customer will receive a pro-rata credit against the monthly access charge for the period of the suspension. If the Customer fails to pay a sum due under the terms of the Agreement then Telesis Ltd reserves the right to suspend the Service and levy an administrative fee of £50 for lifting such a suspension. This provision also applies to Network Services.

5.14 Maintenance is invalidated if any part of the Equipment is serviced, maintained or worked on for whatever reason or purpose by any party other than Telesis Ltd or a party authorised by Telesis Ltd.

6. TERMINATION

- 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 Agreement. The customer must inform Telesis Ltd in writing within the 7 calendar day period if they wish to cancel.
- 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 remediable breach) fails to remedy the breach within 14 days of receiving written notice to do so from the Customer.
- Upon termination for any reason under 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
 - permanently 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.
- Telesis Ltd will not be liable for any further programming required by the Customer.
- The provisions of this clause remain in force despite the termination of the Agreement.

7. GENERAL PROVISIONS

- 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.
- 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.
- The customer will pay interest at a rate of 3% over the Bank of England Base Lending Rate applicable at the time of the invoice on all overdue amounts from the date payment is due until the Customer has paid in full.
- The Agreement is the entire agreement between the Customer and Telesis Ltd.
- 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.
- 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.
- Notices under the Agreement must be made in writing and delivered by hand or sent by registered post to the other party's address. The address will be the one stated in the Agreement, the registered office (or a limited company) or the last known address of the other party. The notice will be taken to have been delivered on the date of acknowledgement.
- 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.
- There can be no variation to the terms of the Agreement unless approved in writing by both parties.
- 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.
- The parties shall not be liable to the other except as expressly set out in the Agreement. Unless otherwise expressly stated, either party's liability in contract, tort or otherwise including any liability for negligence however arising out of or in connection with the performance of either party's obligations under the Agreement is limited to £5,000 for one event or series of related events and £15,000 in total for all events arising in any twelve month period. Without prejudice to the Customer's obligations to pay Telesis Ltd the charges for any Equipment, the parties shall not be liable to the other party under the Agreement in contract, tort (including negligence) or otherwise for any loss of revenue, business, contracts, anticipated savings or profits. Nothing in this Agreement excludes or restricts either party's liability for death or personal injury resulting from that party's negligence or its employee's negligence while acting in the course of their employment or for anything else for which the parties cannot at law limit or exclude their liability. The provisions of this Clause continue to apply despite the termination or expiry of the Agreement.
- Neither party will be obliged to carry out any obligation under the Agreement where performance of such obligation is prevented due to any cause beyond the party's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, lightning or fire, labour shortage or labour dispute, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, war, military operations, or riot, or difficulty, delay or failure in manufacture, production or supply by third parties of either the Equipment or Services or both resulting from the same or a similar type of force majeure event. If any force majeure event lasts for more than three months from the date of its commencement and it event prevents either party from performing all or a material part of its obligations during that period either party may by giving 14 days written notice to the other party terminate the Agreement.
- The Customer will promptly provide Telesis Ltd (free of charge) with any information Telesis Ltd may reasonably require to enable it to proceed with the performance of its obligations under the Agreement including any information which Telesis Ltd may reasonably require to be provided of credit verification and debt collection and the Customer permits Telesis Ltd to use such information and to provide it to third parties acting on behalf of Telesis Ltd for such purposes. Unless expressly agreed in writing neither the Customer nor Telesis Ltd will use, copy, adapt, alter or part with possession of any information that is disclosed or otherwise comes into its possession under or in relation to the Agreement and which is of a confidential nature unless required to do so by a court order or legislation. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or which the recipient obtains from some other person with good legal title to it or which is in the public domain otherwise than through the default or negligence of the recipient. The Customer acknowledges that Telesis Ltd may use information regarding calls routed through the Equipment including but not limited to origin, destination, duration, route and time. Both parties must comply with the current Data Protection Legislation when dealing with information given to the other party under the Agreement.
- Intellectual Property Rights in all documents, drawings and information including if applicable any access codes supplied to the Customer in connection with the Agreement remain vested in Telesis Ltd or the intellectual property right owner. Such documents, drawings and information are confidential and will not be copied, disclosed or used (except for the purpose for which they were supplied) without Telesis Ltd's prior written consent.
- Failure by either party to enforce any of its rights under the Agreement is not to be taken as or deemed to be a waiver of that right unless the waiving party acknowledges the waiver in writing. Part or all of any clause of the Agreement that is unenforceable or illegal will be severed from the Agreement and will not affect the enforceability of the remaining provisions of the Agreement.
- Telesis Ltd shall not be responsible for call charges resulting from fraudulent use of the Equipment or Services by the Customer or any third parties and the Customer agrees to pay all additional charges related to such fraud.
- The Customer must not use or allow others to use the Equipment or Services provided for any improper, immoral or unlawful purpose. If Telesis Ltd incurs any liability to any person or any expense arising from such use, the Customer will promptly reimburse such amounts to Telesis Ltd. The Customer must report to Telesis Ltd as soon as it becomes aware of any fraud, deception, or unauthorised or unlawful use relating to the Equipment or Services. The Customer must advise Telesis Ltd in writing if it changes its address. The Customer must comply with all reasonable instructions given to it by Telesis Ltd and provide Telesis Ltd with all information relevant to the Services to be provided under the Agreement.
- The Agreement is governed by English law and disputes will be subject to the exclusive jurisdiction of the English Courts.

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