

## TCS

### TERMS AND CONDITIONS

**Your attention is called to clause 24 which explains how TCS limits its liability.**

These terms and conditions are in 5 Parts:

Part 1 contains definitions;

Part 2 deals with telecommunications, calls and lines services;

Part 3 deals with the supply of goods;

Part 4 deals with software assurance;

Part 5 contains those terms which apply to all contracts with our customers.

**Your attention is called to condition 24 in Part 5 which explains how TCS limits its liability.**

Our Customer Service and Fault Notification number is 0113 205 9640. Please note that we sometimes monitor or record telephone calls for training purposes and our normal business hours are Monday to Friday (excluding Bank Holidays) 09:00 to 17:00.

#### **PART 1 - DEFINITIONS**

In these terms and conditions:

- (1) "Agreement" means the agreement between TCS and the Customer made subject to these terms and conditions.
- (2) "BT" means British Telecommunications PLC or any successor to its business.
- (3) "BT Openreach" means the BT group business described as such or any successor to that business.
- (4) "Charges" means the amount payable by the Customer to TCS for the supply of the Services including the Software Assurance Charge specified in an Order Confirmation Form for the provision by TCS of the Software Assurance Service.
- (5) "Commencement Date" means the date on which an Order Confirmation Form is signed by you.
- (6) "the Customer" or "you" means the person named as the Customer in an Order Confirmation Form.
- (7) "Equipment" means any equipment (including software) supplied by us to you and in respect of which we provide the Software Assurance Service described in Part 4.
- (8) "Goods" means the Goods (if any) described in an Order Confirmation Form.
- (9) "Infrastructure" means all or any of the supply of electricity or other utilities, the provision of services by the Network Providers, the condition of the Site and your existing equipment and any other conditions being available or suitable for the provision of the Services.
- (10) "Initial Term" means the period of 24 months from the Commencement Date.

(11) "Mobile Provider" means any UK mobile provider including (without limitation) all or any of Orange, T-Mobile, BT, O2, Vodafone, EE or 3 or any successor to the business of any such providers.

(12) "Network Provider" means any network provider including (without limitation) all or any of BT, BT Openreach or any Mobile Provider or any other person, firm or company which TCS may designate as such by notice to the Customer.

(13) "Order Confirmation Form" means the TCS order confirmation form describing the Customer, the Service to be provided and the Charges for that Service.

(14) "Service or "Services" means all or any of the services described in these terms and conditions to be provided to a Customer and as specified in an Order Confirmation Form.

(15) "Site" means the place or places specified in an Order Confirmation Form or such other place where the Goods or the Services are to be provided by TCS for the Customer.

(16) "Software" means the software described in an Order Confirmation Form and intended to be the subject of Part 4 of these terms and conditions.

(17) "TCS", "us" or "we" means Time Communication Solutions Limited (Company Number 04164139) whose registered office is at 1 Newmarket Mews, Castle Gate, Stanley, Wakefield, WF3 4AL.

(18) "VAT" means value added tax or any tax which may replace VAT.

## **PART 2 - TELECOMMUNICATIONS CALLS & LINES SERVICES**

### **1. Services - General**

1.1 TCS will provide you with the Service or Services specified in the Order Confirmation Form subject to the provisions of this Agreement. TCS may vary how the Services are provided if TCS wishes to maintain or improve their quality or needs to do so in order to comply with any applicable law or regulation or the terms of supply of any Network Provider.

1.2 The provisions specific to a Service shall apply to that Service and if they conflict with any provision elsewhere in the Agreement, those specific provisions shall prevail.

1.3 You acknowledge that certain services are incompatible with the calls and line service available from the Network Provider and such incompatible services are excluded from the Services. You also acknowledge that by reason of your existing equipment or by reason of changes in technology some technical limitations within the network used to provide the Services may not become apparent until the commencement of the installation of the Service or until after the installation of the Service and if that occurs the Service may not be capable of delivery or the provision of the Service may be impaired in which event we may cancel the provision of the Service unless you agree at your expense to update or replace your existing equipment (with our consent as to the nature and manner of installation of such new equipment) so that your equipment is compatible with the provision of the Service.

1.4 If you want the connection point for the Service (i.e. the terminal block, socket for a removable plug, distribution frame or other device which connects your equipment to an exchange line) to be moved to another place within the Site, we may agree to this subject to you paying our applicable charge or such connection point may be provided by the Service Provider at your expense. At our request you will arrange for your equipment to be reprogrammed by your maintainer at your expense in accordance with instructions given by us but we will not be liable for any responsibility for such reprogramming which shall be the responsibility of your maintainer.

1.5 You acknowledge that the provision of any Service cannot be guaranteed to be fault free if there is some failure of Infrastructure and that if it is necessary to make good any failure of Infrastructure you shall be responsible for the cost of doing so.

1.6 You acknowledge that if your system is linked to another location or to a remote location used by you then if the users of that remote location make a 999 or 112 call to the emergency services the telephone number displayed at the emergency services switchboard will be the location of your system, not the remote location. It is your responsibility to notify any staff or visitor using the remote location of such limitation in the making of calls to the emergency services and the need for the user to notify the emergency services of the user's location.

1.7 If at any time a survey of the Site by us or by any Network Provider or other supplier of Infrastructure reveals the need to carry out work (and that work is not specified in an Order Confirmation Form) then the cost of that work shall be payable by you in addition to the Charges.

## **2. Calls**

2.1 "Calls" means calls (including reverse charge calls and / or calls subject to diversion) made on a line and a line is the apparatus forming part of the network used by TCS to connect you to a telephone exchange.

2.2 For the first month after the Commencement Date calls are charged at the rates (if any) set out in the Order Confirmation Form but where prices are not listed on the Order Confirmation Form calls will be charged at our standard tariff prices, details of which are available on request.

2.3 The cost of calls shall be linked to the market rate from time to time charged by the Network Provider.

## **3. Line Rental**

3.1 "Line Rental" means the provision of apparatus (or services) forming part of the network used by TCS to connect you to a telephone exchange or in the case of Voice over IP, an Internet Service Provider ("ISP").

3.3 The Charges for the Line Rental Service is the monthly rental set out in the Order Confirmation Form but where prices are not listed on the Order Confirmation Form line rental will be charged at our standard rates details of which are available on request.

3.4 If we have an appropriate agreement with your existing Network Provider, we can provide, at your request, a telephone line using your existing number as long as:

- (1) there are no technical reasons preventing the use of that number;
- (2) the existing Network Provider agrees to release the number;
- (3) you authorise us to cancel on your behalf the service on the existing line using that telephone number;
- (4) you hereby assign and transfer to us the exclusive right to the use of that number subject to you having licence to use that number if you pay the instalments of the Package Price or any other monies due to us

(5) you provide us with sufficient information including (but not limited to) the account name, account number, service address and billing address; and

(6) you pay our charges for number portability, and number portability is available at the Site.

#### **4. Broadband**

4.1 “Broadband” means all broadband services by whatever medium provided.

4.2 The fee for the Broadband service is the monthly service fee set out in the Order Confirmation Form.

#### **5. Wholesale Line Rental (WLR)**

5.1 For the WLR Service, we will bill you for line rental of your line and the Network Provider will continue to maintain your line and repair any faults that may occur.

5.2 You acknowledge that in order to avoid delays occurring in the ordering process, we will need to be notified by the Network Provider of any products or services presently in use on your line that are incompatible with the WLR Service. The Network Provider is under a duty not to disclose information about a customer’s telephone services to a third party unless the customer has consented to such disclosure. By signing this agreement you agree that you will give consent to the Network Provider to disclose such information to TCS and acknowledge that we will not be able to provide the Service until you have given such consent. You also give TCS authority to act as your agent to arrange connection to our Services.

5.3 If TCS is unable to take over the billing of your line rental you hereby authorise TCS to carry your phone calls by such other means as TCS shall specify.

#### **6. Carrier Pre-Selection (CPS)**

CPS is the routing of your phone calls through a carrier other than BT. Your phone line(s) are still maintained by BT engineers but the calls are carried on another network. TCS may select and at any time change any carrier or other Network Provider for the purposes of providing the CPS service. By signing the Agreement you irrevocably authorise TCS to give all notices, nominations and other authorisations necessary for TCS to provide the CPS service.

#### **7. Inbound Solutions**

7.1 “Inbound Solutions” means services provided via Non-Geographic Numbers (NGNs), such as but not limited to 08 and 03 numbers, fax to email service, interactive voice response, time of day/day of week routing, call queuing and outbound call recording services.

7.2 The Charge for the Inbound Solutions Service is the monthly service fee set out in your signed Order Confirmation Form.

#### **8. Repairs to Service**

8.1 The Network Provider will continue to maintain your line and will continue to repair any faults that may occur. If we carry your lines we will endeavour to notify the Network Provider of any

fault in the services reported by you to us as rapidly as possible. Our Customer Service and Fault Notification number is 0113 205 9640.

8.2 In relation to the Line Rental Service, if the Network Provider charges TCS for repairs and or an engineering call out charge, which will occur if the fault is found to be a fault in or is due to damage to the Infrastructure or to your equipment, TCS reserves the right to pass on those charges to you together with its own administration charge of fifty pounds per call out.

8.3 You should report any fault to TCS's customer services department, where it will be dealt with in accordance with TCS's fault repair service. TCS may ask that you have your equipment checked by your own maintainer. If we agree to fix a fault that is not our responsibility, or if no fault is found, TCS may charge you for work carried out by TCS at its applicable engineer's rates.

## **9. Duration and Cancellation**

9.1 All Services are provided for the Initial Term, unless otherwise detailed on the Order Confirmation Form. The term of this Agreement will be automatically renewed for a further period of twelve months after the end of the Initial Term and for successive further periods of twelve months after that unless not less than 90 days before the end of the Initial Term or not less than 90 days before the end of any subsequent twelve months period you or we give notice to terminate this Agreement at the end of the relevant period.

9.2 If you cancel any Service before it is terminated in accordance with clause 9.1 you will pay us whichever is the greater of:

(1) one hundred pounds plus VAT; or

(2) an amount equal to the Charges for the remainder of the term of this Agreement calculated in accordance with clause 9.1 such Charges (unless fixed) to be deemed to be the average of the Charges for each of the last three complete months during which the Service was provided (but if there are less than three complete months then the average will be calculated on a weekly basis and the amount payable will be equal to thirteen such average weeks).

9.3 In addition, you will, if applicable, pay to us the amount of any costs we have paid or have to pay to any Network Provider to release us or you from any obligation incurred to that Network Provider to enable us to provide the relevant Service to you.

9.4 Where cancellation charges apply, such cancellation charges are cumulative.

## **10. Charges**

10.1 Initially you will be charged at the rates (if any) specified on the Order Confirmation Form. If the prices for any products which we acquire from our suppliers and which form part of the Services are increased for any reason (for example (but without limitation) pursuant to a direction or decision of Ofcom), TCS may increase its Charges accordingly.

10.2 Charges are calculated from data recorded by us and not from your own records.

10.3 Where a direct debit is unpaid due to insufficient funds or cancellation, a twenty five pounds administration charge will be included on your next monthly bill.

10.4 All Charges (whether referred to in the Order Confirmation Form, this Agreement or elsewhere) are subject to VAT at the prevailing rate.

10.5 TCS will charge one hundred and ten pounds to reinstate lines that have been ceased due to non-payment.

10.6 You will be responsible for any engineering reprogramming costs or equipment removal costs that may be required.

## **11. Pricing**

11.1 All call types where prices are not listed on the Order Confirmation Form will be charged at our standard tariff prices, details of which are available on request.

11.2 UK local and UK national calls are numbers only beginning with 01, 02 and 03 and do not include non-geographic numbers premium rate numbers, 118, 123, satellite numbers, internet access numbers etc.

11.3 UK Mobile calls are only calls to Mobile Providers. Calls to other network operators, unless specified otherwise in the Order Confirmation Form, will be charged at our standard tariff prices, details of which are available on request.

## **PART 3 – SUPPLY OF GOODS**

### **12. Supply**

12.1 You must decide before ordering if the specified goods are suitable for your needs.

12.2 We will order the goods specified in the Order Confirmation Form.

12.2 All goods supplied to the Customer will be with the benefit of the manufacturer's warranty and are subject to their own specifications.

12.3 Goods are subject to availability and may vary from those previously quoted.

12.4 Risk in the goods shall pass to the Customer on delivery to the Site or other premises specified in an Order Confirmation Form.

### **13. Delivery & Installation**

13.1 TCS accepts responsibility for the installation, if instructed, and operation of the equipment until the end of the maintenance period (if any) stated by the manufacturer. Responsibility for the maintenance of the equipment after this period is for the Customer to arrange with TCS.

13.2 TCS does not accept responsibility or any increase in costs due to any Network Provider failing to meet their supply obligations or estimated supply timescales. If TCS incurs any additional costs, the right is reserved to pass these on to you.

13.3 Any agreement with us for the supply of goods does not include the line installation cost or ongoing rental of any Network Provider.

### **14. Property in the Goods**

14.1 The goods shall remain the sole property of TCS and title to the goods shall not pass to the Customer until the Customer has paid all monies due to TCS and the Customer acknowledges that until such payment is made in full it is in possession of the goods only as a fiduciary for TCS.

14.2 Until title to any goods passes to the Customer, the Customer authorises TCS to enter the Site or any other premises where the goods are located to enable TCS to recover the goods.

14.3 The Customer will not remove any serial numbers, badges or other means of identifying the goods.

## **15. Prices & Payment**

15.1 Unless otherwise agreed in writing by a Director of TCS or unless clause 15.2 shall apply, the Customer will pay a deposit of 50% (plus VAT) of the total purchase price with order, and the remaining balance immediately on receipt of an invoice from TCS.

15.2 If the goods are to be acquired via a TCS arranged lease/rental agreement, the terms and conditions of the lease/rental agreement shall apply in place of clause 15.1. If the leasing (or alternate funding) arrangements are not arranged by TCS then 15.1 shall still apply.

## **16. Returns**

16.1 If the goods do not arrive or are incomplete or damaged when you open them you must tell our Services Department within 5 days of receipt or expected delivery.

16.2 We will accept returns of faulty goods within 7 days of delivery. You will need to obtain an RA number (Returns Authorisation) from our Services department. Goods must be returned in their original packaging.

16.3 If you change your mind we may take goods back at our discretion if they are unopened, unused and in perfect condition.

16.4 We do not accept returns of any software.

## **PART 4 - SOFTWARE ASSURANCE**

### **17. Commencement and Term**

17.1 TCS will provide a software assurance service in respect of the software specified in the Order Confirmation Form from the Commencement Date for the Initial Term and otherwise on the terms set out in clauses 9.1.and 9.2.

17.2 The Annual Software Assurance Charge for the initial period of twelve months shall be in the amount set out in the Order Confirmation Form. For each subsequent year during the continuation of this Agreement the Annual Software Assurance Charge shall increase by five percent per annum. The annual Software Assurance Charge for each year during which this Agreement continues shall be paid before the date on which that year begins together with any applicable VAT.

### **18. Software Assurance Software Upgrade**

18.1 During the period of the Agreement, in consideration of the payment of the Software Assurance Charge, we shall as soon as is reasonably practicable after notification that a software upgrade is available provide a maintenance engineer to carry out any Software Upgrades to the Equipment on site or remotely.

18.2 It shall be your responsibility to ensure that your computer system is not capable of being affected by any remote access we gain to the Equipment for the installation of any Software Upgrades or otherwise maintaining the Equipment.

18.3 If you fail to allow us to install any Software Assurance Upgrades within one month of us notifying you that any Software Assurance Upgrade is available for installation, we may terminate this agreement by giving one month's written notice to you.

## **19. The Customer's Responsibilities and Liabilities**

19.1 The Customer shall notify TCS either orally or in writing as soon as possible of any faults in the Equipment or any work or maintenance that may be necessary. We may at our option repair at our current charges faults or damage that has arisen because of the failure of the Customer to notify us promptly.

19.2 The Customer shall not allow the Equipment to be moved, interfered with or tampered with and shall at all times comply with all reasonable advice given by us in relation to the use and care of the Equipment. We may at our option repair at our current charges faults or damage that have been caused by such moving interference or tampering or by any failure by the Customer to comply with our directions.

19.3 If any maintenance, repair, replacement, alteration or addition is made to the Equipment other by than TCS, we may terminate the Agreement with immediate effect by giving the Customer written notice and may retain the Software Assurance Charge.

19.4 The Customer shall at its expense comply with all statutory requirements, bylaws, obligations, regulations, recommendations or instructions relating to the use or testing of the Equipment. The Customer shall obtain and pay for any such licences, wayleaves, suitable private wires, jack sockets or any other items necessary for the operation of the Equipment. Suitable electric supplies where needed shall be provided and maintained by the Customer at its expense.

19.5 The Customer shall give TCS and its representatives unhindered access to the Equipment and shall at its expense make available mains electric supply and any other facilities and co-operation as may be necessary for the proper and prompt maintenance or repair of the Equipment under this agreement.

19.6 The Customer shall maintain an environment suitable to support efficient operation of the Equipment. The Customer shall be responsible for damage caused by not maintaining a suitable room operating temperature for the Equipment or any Software.

19.7 If the Customer fails to observe the provisions of this Part 4 of any Agreement, we may terminate such part of the Agreement with immediate effect by giving the Customer written notice and may retain the Annual Maintenance Charge or if we choose, do such things as may be required to make good such breach (if capable of remedy) as we think necessary and charge you the cost of doing such thing or things.



## **PART 5 – GENERAL**

### **20. Payment**

20.1 Line rentals and call charges are payable by direct debit no later than 14 days after the date of invoice and save as provided in clause 15 all other Charges are payable 30 days after the date of invoice.

20.2 If any payment is not made in cleared funds by the due date for payment then in addition to any other rights and remedies available to it, TCS reserves the right to require that all future payments are made by monthly variable direct debits and if you refuse to set up a direct debit arrangement in these circumstances TCS can terminate the Agreement.

20.3 You will be notified of any problems with your payments or direct debit instructions.

20.4 Payments are to be made by you without set-off or deduction and if you fail to pay any sum due, we shall be entitled to charge interest on the amount due at the rate of four percent above the base lending rate from time to time of NatWest such interest to be calculated from the due date for payment until receipt by us of cleared funds.

20.5 Cancellation of a direct debit does not constitute notice of cancellation on termination of your agreement with us.

20.6 TCS will charge ten pounds per month administration fee for payments tendered by means other than direct debit. TCS reserves the right to increase this amount on one month's notice.

20.7 TCS reserves the right to perform a credit check on you with no prior notice, and to pass your credit history with TCS on to any credit agency and/or to the Court.

20.8 TCS reserves the right to request from you at any time a deposit Payable on demand if in our view there is any deterioration in your financial standing or if unusual usage or call charges are incurred.

20.9 TCS may, at its sole discretion and at any time, impose a credit limit on your account. Any credit limit imposed can be amended without prior notice. If you exceed any such credit limit, TCS may demand immediate payment of the charges and/or suspend the service; and you will still be responsible for all charges incurred including those exceeding the credit limit.

20.10 TCS may charge a disconnection fee of two hundred pounds plus VAT if your agreement with TCS is terminated due to non-payment.

### **21. Your Responsibilities**

21.1 You will only use the Services in accordance with this agreement, any recommendations or instructions given by TCS from time to time and any laws, regulations and licenses which apply to the use by you of the Services.

21.2 You will not allow an alternative supplier to override or bypass TCS's Service either through the installation of equipment or through the BT local exchange.

21.3 You will not 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 in order to commit a fraud or other criminal offence.

21.4 You will not transfer or agree to transfer any number provided to you for use with the service, nor attempt to do so.

21.5 You will terminate your existing contract for equivalent services with your current provider and irrevocably authorise and request that current provider to provide TCS with such information as TCS reasonably requires, to transfer any number to the service provided by TCS and to allow access to the Site at which the service is to be provided for TCS, BT or any other telecommunications supplier to TCS and you acknowledge that TCS cannot process the provision of the services until such information is provided and such access is allowed.

21.6 You will be responsible for providing at your own cost the site conditions TCS advises you will be required for provision of the service including electricity supply connection points and computer terminals. TCS will not be responsible for reinstating the Site after the installation work has been carried out, other than where damage has been caused by TCS or by those for whom TCS is responsible.

21.7 You will ensure that your equipment meets all legal and regulatory requirements and is approved for connection to the network. You must disconnect any non-compliant equipment immediately or allow TCS to do so at your cost.

21.8 You are responsible for removing any equipment not required for or incompatible with the service and for returning it to its owner or for its lawful disposal.

21.9 You consent to BT or other relevant Network Provider disclosing to TCS any information relating to the transfer or removal of BT's (or other relevant Network Providers') products and services that exist on the line as at the time of its transfer to TCS.

21.10 You shall be liable for any costs relating to telephone calls, malicious or otherwise made, through the telephone system either from within your premises or via an external source getting access and dialling out. Without prejudice to the generality of the foregoing, it is your responsibility to ensure that you maintain and regularly review the security of your communications systems and that you insure against the risk of you being responsible for any call charges that are generated as a result of your systems being hacked or the subject of any virus, malware or other third party interference.

21.11 You shall be liable for any costs relating to telephone calls whether they be made directly over the telephone network or by using an alternative carrier. If any fault or condition arises where telephone calls are made not using the Customer's first choice of carrier, the Customer shall still be liable for the payment of those calls.

21.12 You will ensure that the Site is safe and secure and will indemnify TCS for the consequences of any death or personal injury to any employee or sub-contractor of TCS working at the Site or for the loss of or damage to any equipment used or left or stored on the Site by TCS or its employees or sub-contractors.

## **22. Suspension of Service**

TCS may suspend the Service (without being liable to compensate you):

- (1) in the event of an emergency;
- (2) to comply with a request from a government or other competent authority;
- (3) to protect or provide service to rescue or other essential services or otherwise;

- (4) to maintain the quality of TCS's services;
- (5) if TCS believes that you may fail to pay any amount due to TCS (whether or not we have issued you with an invoice);
- (6) an event occurs which is a Relevant Event described in clause 25.1;
- (7) if you break any part of this agreement.

## **23. Termination**

23.1 Our agreement with you may be ended immediately by written notice:

- (1) by you if TCS breaks any term of this Agreement, which after written notice has not been rectified within fourteen days;
- (2) by TCS if you stop trading or becomes insolvent or are wound up;
- (3) by TCS if you break any term of this Agreement;
- (4) if you are a company and control of the company is changed within the meaning of sections 450, 451 or 1124 Corporation Tax Act 2010.

23.2 On termination of this Agreement for whatever reason, you will:

- (1) immediately pay any outstanding invoices.
- (2) be responsible for any required engineering reprogramming costs for you to use an alternative supplier.

23.3 If this Agreement is terminated other than by our default your licence to use any number referred to in clause 3.4 shall be terminated and we shall be entitled to the exclusive use of such number.

23.3 This Agreement will continue in full force and effect to the extent that any of its terms remain to be observed or performed.

## **24. Liability**

24.1 TCS will not:

- (1) be liable for any harm to your business, loss of revenues, loss of anticipated savings, lost profits or other indirect consequential or special losses nor for any charges incurred by you with another call carrier;
- (2) be liable to you or to any third party for any losses suffered by that third party;
- (3) be liable for any failure, defect or other consequence of any equipment forming part of your communications system not being secure by reason of being hacked or the subject of any virus,

malware or other third party interference given that the security of your communications system is not part of the Service.

24.2. Without prejudice to clause 24.1:

(1) our liability in contract or tort arising from any default by us under or in connection with this Agreement (other than Part 3 of this Agreement (supply of goods)) shall be limited to a refund of our line rental charges for the period during which you were unable to use the any of the Services Provided that in no event shall our liability to you for any event or series of connected events exceed two hundred pounds (or if it be greater, one month's call charges) for each complete year commencing on the Commencement Date.

(2) if any Goods are found to be defective in the first 12 months following the Commencement Date our total liability to the Customer in respect of any Goods supplied in accordance with Part 3 of this Agreement shall not exceed the price of those Goods.

(3) our total liability to the Customer in respect of any service described in Part 4 of these terms and conditions shall not exceed one monthly instalment of the Package Price.

24.3 TCS does not seek to limit its liability for death or personal injury resulting from the negligence of TCS, its employees or others for whom it is responsible.

24.4 TCS accepts no liability for claims relating to your ability to use or continue to use a particular telephone number.

24.5 TCS accepts no liability for any charges incurred by you if your traffic is diverted to another Network Provider other than when this is due to a negligent act or omission on the part of TCS.

24.6 TCS shall not be liable for the consequences of any failure of any of the Infrastructure or for any damage caused by electrical surges through the power supply or power surges caused by external influence such as that caused by lightning strike or similar.

24.7 The Customer acknowledges that the price of the Services reflects the limitations contained in this clause 24. The Customer shall effect insurance cover in respect of all risks relating to the Services which are not covered by this Agreement or for the liabilities excluded under this clause 24 or if such risks cannot be insured by the Customer the Customer shall pay TCS for any additional insurance cover it may obtain at the request of the Customer.

24.8 If any of the provisions of clause 24 are not valid or enforceable those provisions shall be deemed to be excluded to the intent that the remaining provisions shall be valid and enforceable.

## **25. Force Majeure**

25.1 Neither TCS nor you will have to compensate the other for any detrimental event beyond the other's reasonable control including (without limitation) any act of God, reduction or failure of power supply, other telecommunications operators and suppliers or their equipment including access lines, act or omission of national or local government authority, war, act of terrorism, military operation, riot or delay or employee dispute (a "Relevant Event").

25.2 If a Relevant Event shall prevent the provision by us of the Services for more than 3 months then we may terminate this Agreement.

## **26. Notices**

26.1 Any notice required to be served under this Agreement must be in writing. The address for service on TCS (subject to any change notified by TCS to you) is the address stated on the Order Confirmation Form. Your address for service is the address set out on the Order Confirmation Form or (if different) on the most recent invoice we have sent to you or such address as has been notified to TCS in accordance with this clause.

26.2 A notice will be treated as served as follows:-

(1) in the case of delivery by hand, on the day of delivery except that where that day is not a Working Day, or the delivery is made after four pm, then it will be treated as served on the next Working Day;

(2) in the case of delivery by registered post or recorded delivery, on the date of delivery as proved by the proof of delivery advice issued by Royal Mail (or such other postal service providing a registered or recorded delivery service in place of or in addition to Royal Mail).

In this clause "Working Day" means Monday to Friday but does not include Bank Holidays.

## **27. General**

27.1 You may not transfer this agreement or any rights under it without our prior written consent.

27.2 TCS may transfer all or any of its rights under this Agreement.

27.3 TCS may engage such sub-contractors or agent to provide the Services as it shall determine.

27.4 If any provision or condition of this Agreement shall be invalid or unenforceable, the remaining terms shall continue to apply.

27.5 Any variations (other than changes made in accordance with this agreement) shall not be effective unless in writing and signed by you and by a director of TCS

27.6 If there is any inconsistency between this agreement and the Order Confirmation Form, the Order Confirmation Form shall take precedence.

27.7 Any failure by TCS to enforce any right shall not be deemed a waiver of any such right.

27.8 Unless agreed otherwise by us the Services will only be provided during our normal business hours which are Monday to Friday (excluding Bank Holidays) 09:00 to 17:00.

27.9 This Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts in England.

27.10 This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings between them other than those in this Agreement and in the Order Confirmation Form which shall be deemed to be part of this Agreement. For the avoidance of doubt it is agreed that any proposal made by TCS does not form part of any Agreement.

27.11.1 Headings are for ease of reference and shall not affect the construction of these terms and conditions.

27.11.2 Unless otherwise stated, references to clauses are to the clauses in these terms and conditions.

27.11.3 The singular shall be deemed to include the plural and vice versa and reference to one gender shall include reference to the other two.

27.11.4 If the Customer comprises more than one person then the obligations of the Customer shall be joint and several.

**6 April 2017**