

Terms and Conditions

1. Term

This Contract will come into effect on the Commencement Date and shall continue for 36 months or the expiry of the Initial Term. Following expiry of the Initial Term this Contract will continue unless and until terminated by giving no less than 90 days' prior written notice, such notice to expire on or after the expiry of the Initial Term. If 90 days is not notice is not received by tectrix solutions the contract will be rolled over for another 12 months. This will continue every 12 months until 90 days written notice is given 90 days prior to anniversary date of the original agreement date.

2. Provision of the Service

2.1 We will use reasonable endeavours to provide the Service in accordance with the Service Standards and will use reasonable skill and care in the provision of the Service. However, you acknowledge that the Service cannot be provided fault free and We do not warrant error free or uninterrupted use of the Service.

2.2 We will use reasonable endeavours to provide the Service for use by You from the Proposed Start Date unless otherwise specifically agreed by the parties in writing or unless We are unable to do so as the result of a failure by You to fulfil Your obligations under this Contract or by any delay caused by a nominated third party (including, without limitation, other Network Operators).

2.3 We do not guarantee the continuous availability of any Service and You acknowledge that We may be dependent upon third parties (including, without limitation, other Network Operators) when providing the Service. Notwithstanding any other provisions of this Contract, but subject to clause 14.1, We will not be liable to You in contract, tort (including negligence) or otherwise for the actions of any third party (including, without limitation, acts or omissions of the other Network Operators) that affect or otherwise impact upon the provision of the Service.

2.4 You acknowledge that We may bar access to certain types of number ranges if You are in breach of this Contract (or if We reasonably suspect You are in breach of this Contract) or for commercial or regulatory reasons.

2.5 We cannot guarantee that We can provide Services to specific numbers where such number(s) have been transferred to the Tectrix Network from another Network Operator or where there are national code or number changes and We shall not be liable for any loss or damage You may incur due to Your inability to receive any incoming telephone calls to any such number.

3. Your obligations in respect of the Services

3.1 In order to enable Us to fulfil Our obligations under this Contract You will (where required) at Your own cost:

- (a) procure all consents, licenses' and permissions necessary from landlords or other third parties for the carrying out of preparation work, installation of Equipment and for the use and operation of the Equipment and Services at the Site for the duration of this Contract. If You occupy and own the Site(s) in which You are taking Services, by signing this Contract You give Us Your written permission pursuant to the Code to install and keep the TSL Equipment on the Site(s);
- (b) provide site and building plans (to include full details of all internal cabling runs) of the Site as requested by Us;
- (c) provide Us with full details of all other services in the vicinity of the proposed works;
- (d) ensure that any unique or special conditions applicable to the Site that may affect the surveyor the installation and maintenance of any Equipment are made known to Us in writing at the detailed survey stage;
- (e) prepare the Site in accordance with any instructions notified in advance by Us and provide Us with such assistance as We may reasonably require for the purposes of carrying out the installation and connection of any Equipment;
- (f) ensure that any network testing termination point serving the Site to which the Equipment is to be connected is available for use upon request by Us and is not moved or modified without notification in writing to Us;
- (g) provide Us, or Our nominated third party, with such access and facilities as We or they may reasonably require in order to install any Equipment, provide the Services and otherwise perform Our obligations under this Contract; and
- (h) remove any equipment or programming that has been used to route call traffic via an alternative telecom supplier which may interfere with the provision of the Services.

3.2 If We or You are not able to procure the necessary consents (including without limitation if BT refuses to switch You over to Tectrix) to provide the Services within three months from the Commencement Date We will be able to terminate this Contract without any liability. If You have not managed to procure the necessary consents and We have commenced work We may ask You to refund to Us the reasonable cost of all such work (including, without limitation, staff costs and equipment costs).

3.3 You will advise Us in writing of all health and safety at work rules and regulations, all dangerous objects and substances and any other reasonable security requirements applicable at the Site.

3.4 You will provide such continuous supply of electrical current and connection sockets as may be required for the installation, operation and maintenance of the Equipment 3.5 You will not move, add to, modify or interfere with or attempt to repair, or cause to be repaired or serviced by any person any TSL Equipment other than by Us or Our nominated third party.

3.6 You will always ensure that the Equipment is kept in a good and proper state of repair, is secure whilst on the Site and maintain the necessary environmental and other conditions for any Equipment as may be specified by Us from time to time. 3.7 We will be entitled to modify and/or replace any TSL Equipment from time to time if We consider such modification and/or replacement reasonably necessary for the continued provision of the Service.

3.8 You will indemnify and keep Us indemnified from and against all costs, (including without limitation, any legal costs or disbursements on an indemnity basis), expenses, damages, liabilities, losses, actions, suffered by Us, directly or indirectly and whether wholly or in part resulting from failure by You to comply with the terms of this Contract.

4. Indirect Voice Line Rental

This clause is relevant only where You take Service Category 3.

4.1 You will not be able to route any calls via another provider using an indirect access code. You will ensure all other providers' indirect access codes are deactivated. If You fail to do this, you will not be able to use the Service.

4.2 Reprogramming or removal of Customer Equipment will be Your responsibility.

4.3 You acknowledge that if You have an internet service provided via an indirect access service, you may no longer be able to access that service. Internet access provided via dial up access will not be affected.

4.4 You agree to terminate Your existing contract for equivalent services with Your existing line and calls provider.

4.5 You will provide Us with all information necessary to enable implementation of CPS and/or IVLR including consenting to Us requesting Your access operator to programme the relevant Opal code in the local switch. In addition, you also consent to the release of information held by BT relating to products that are to be retained, reallocated to an equipment only account or removed. We will not be responsible for any incorrect data supplied by You that impedes the setting up of service, including rejected orders by BT where the information has been incorrectly supplied by You.

4.6 Where an alternative service provider's equipment is used to access the Services, we will not take over ownership of or responsibility for maintenance of that equipment.

4.7 Where You require a new IVLR connection You will provide all relevant information as requested. You acknowledge that new connection requirements may attract additional installation charges over and above the standard connection charge.

4.8 Where engineer appointments have been agreed and the appointment date is not met by You, we may pass on any charges incurred to You. If You Cancel the Service within 15 days of the agreed installation date, we reserve the right to pass on any charges which are levied on Us by Our suppliers. This is normally calculated as a percentage of the Installation and Per Channel Connection Charge and may include any additional charges that have been identified on any survey If You request a delay or suspension and the agreed Installation date has already been reached and the line has been installed, you will be given 25 days to take up the Service. If You still do not take up the Service, cancellation charges will apply. You will be liable for rentals during the 25-day period.

4.9 You acknowledge that certain services are incompatible with the IVLR service, such services will be excluded from the IVLR/CPS Service In addition, any technical limitations associated with IVLR/CPS such as limitations on certain exchanges, will be withdrawn. If Your line cannot be transferred to the IVLR Service, we will activate CPS on that line unless You notify Us otherwise.

4.10 New connections and work deemed necessary to transfer an existing line to ensure provision of Service will be undertaken during a Working Day. If We agree to work outside those hours; We may charge You an additional charge.

4.11 All Intellectual Property Rights in Our data capture tool belongs to Us (or Our licensors) and nothing in this Contract shall transfer or assign any right, benefit, title or interest in such Intellectual Property Rights to You.

4.12 If it is necessary to make repairs to the external line because You damage it or because Your mis-operate it, we may charge You for engineering charges We incur.

4.13 If You or We choose to cease Your lines it will result in complete disconnection unless You make alternative arrangements with another telephony service provider.

4.14 In the event that, due to technical limitations We can provide the IVLR Service on less line~ than anticipated prior to this Contract coming into force, we reserve the right to alter the Line Rental Charges by a reasonable amount. You accept that Our Line Rental Charges were calculated on the basis that all Your lines ordered for the IVLR Service would be able to be transferred to the IVLR Service and accordingly that it is reasonable for Us to alter our Line Rental Charges in this way.

5. Carrier Pre-Select

5.1 You will provide Us with all information necessary to enable implementation of CPS including consenting to Us requesting Your access operator to program the relevant Tectrix code in the local switch.

5.2 You are entitled to a cooling-off period of 14 days and may terminate this Contract without liability to Us up to 14 days after the Commencement Date.

5.3 We will use reasonable endeavours to transfer all CLIs supplied by You to Us to CPS. We cannot be held responsible for bills for CLIs that are either not provided by You or those that are rejected by BT due to inaccurate data which has not been corrected by You, for resubmission by Us to ST.

6. Access Codes

6.1 In the event that the Service is to be initiated through use of an Access Code to be manually dialled by the User We will make the Access Code, available to You as soon as practicable after the Commencement Date and, in any event, prior to the Service Start Date.

6.2 You acknowledge that, as We use another Network Operators' infrastructure to provide the Service, there is a possibility that such Network Operators' may bar certain Access Codes meaning the Service can no longer be offered either temporarily or permanently.

6.3 We will be entitled at any time to change, modify or substitute the Access Code or add or subtract digits to it or introduce such additional Codes as are required. Where necessary We will provide notice of any such change as soon as reasonably practicable following such change

6.4 You will not acquire any title to, proprietary right or other Interest in any Access Code issued by Us

7. Our obligations in respect of the Services

7.1 As soon as reasonably practical after the Commencement Date in order to provide the Services We will undertake any necessary surveys and installation of the TSL Equipment at the Site.

7.2 If necessary, to provide the Service We will use all reasonable endeavours to procure any consents, licenses' or permissions necessary from the Highways Agency or equivalent body to enable Us to lay any cables.

7.3 Following installation of the Equipment We will carry out Our standard test procedures to ensure that the Service is ready for operation by You. Upon successful completion of such tests We will provide You with confirmation.

7.4 The TSL Equipment will be supplied in accordance with the Acts and will always comply with the relevant standards.

7.5 Title to TSL Equipment will always remain with Us and nothing will operate to transfer ownership of or rights in the TSL Equipment to You. Any software contained in the TSL Equipment and any software or documentation provided by Us in connection with the provision of the Service is and will remain Our property or the property of Our licensors. We hereby grant You a nonexclusive, non-transferrable right to use such software and documentation for the purpose of accessing the Service only. You will not make any modifications to such software and documentation. You will indemnify and keep Us indemnified against any costs (including, without limitation, any legal costs or disbursements on an indemnity basis), losses, damages, or liability We may incur due to You amending or in any way altering the software.

7.6 You agree and undertake and represent to Us to:

- 7.6.1 take all reasonable and proper care of the TSL Equipment;
- 7.6.2 comply with all reasonable instructions communicated by Us to You for the safe and proper use of the TSL Equipment from time to time; and
- 7.6.3 not operate the TSL Equipment after it has become defective, damaged or in a dangerous state.

7.7 Subject to such recall not significantly affecting the provision of the Service (except where this Contract has already been terminated) We may recall any or all the TSL Equipment upon 7 days' notice. You will return to Us or make available for collection (as directed by Us) such TSL Equipment

7.8 Risk in the TSL Equipment will pass immediately to You on delivery.

7.9 You will for the duration of this Contract (without prejudice to Your liability to Us), at Your own expense, effect and maintain insurance in relation to the TSL Equipment with a reputable insurance company and such insurance will be in an amount equal to the full new replacement value of the TSL Equipment (including all taxes duties and other payments incidental to any replacements) and on fully comprehensive terms (including third party liability) against loss or damage from any cause, including, but without limitation, all risk of third party liability arising out of the presence or use of the TSL Equipment.

7.10 You will allow Our employees, and nominated third parties, access to the TSL Equipment at all reasonable times upon reasonable notice to inspect, test, adjust, maintain, modify, repair or replace the same. You will be responsible for providing safe, proper and adequate access for such purposes.

7.11 On termination of this Contract if You fail to allow Us to collect the TSL Equipment You will be liable to Us for:

- 7.11.1 a sum equivalent to the full retail value of the TSL Equipment; and
- 7.11.2 the hire charges, as set by Us from time to time, for the unreturned unit of TSL Equipment until the sum specified in clause 7.11.1 has been received by Us.

7.12 You will indemnify and keep Us indemnified from and against all loss or damage caused by You to the TSL Equipment to its full replacement value.

7.13 We will be entitled to:

- 7.13.1 modify and/or replace any TSL Equipment or modify the Service from time to time if We consider such modification and/or replacement reasonably necessary for the continued provision of the Service; and
- 7.13.2 suspend the Service for operational reasons or in the case of emergency.

8. Customer Equipment

8.1 You will make any such modifications to the Customer Equipment as We may determine necessary in order to provide the Service, subject to Your obligations pursuant to the relevant Legislation.

8.2 You will comply with the Acts and only use Customer Equipment which conforms to the standard in force from time to time as stipulated by the Acts and only attach to any Equipment other equipment or apparatus approved for connection under the Acts. We may disconnect any Customer Equipment which does not conform to such standard or approval or which, in Our reasonable opinion, could cause death, personal injury or damage to property or impair the quality of the Service.

8.3 You will, if requested by Us, provide such information in respect of the Customer Equipment as We may reasonably require.

9. Use of the Service

9.1 You shall, and shall ensure that any Users shall, use the Service only in accordance with Our instructions as may be notified in writing from time to time and in accordance with the relevant provisions of the Acts and any other relevant Legislation.

9.2 You will, and You will ensure that any User does not, use the Service in any way in connection with any message or communication which is offensive, abusive, indecent, obscene or menacing or which does, or is intended to, cause annoyance, inconvenience or worry or which is illegal, fraudulent, defamatory, an act of treason or intended to be a hoax call to any emergency services or which (in Our reasonable opinion) brings Our name into disrepute or in any way which intentionally causes damage or disruption to the Service or the Tectrix Network.

9.3 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to the Inland Revenue Trading Standards and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the Service and You consent to Us co-operating with any other telecommunications operators in connection with any suspected fraudulent activity related to or connected with the Service and agree that We will be entitled to divulge the name and address and account information relating to You to such third parties.

9.4 You will and will ensure that any Users when using the Service will use reasonable endeavours to avoid causing congestion on the Tectrix Network and do not misuse the network in any way. Where We notify You of any such congestion or misuse, then You

shall immediately take all steps to prevent such congestion or misuse. If You do not promptly take such steps, then We shall be entitled to take all reasonable steps to protect Our network including the suspension and/or termination of the Services or any part of the Services

10. Changes/Additional Services

10.1 We may from time to time make changes to the Service Standard. Such changes will be notified to You not less than 30 days prior to their taking effect.

10.2 You may at any time on at least 14 days' written notice to Us, request additional services. Any such request should be made to the TSL Support Team and will give full details of Your requirements. We will respond within 14 days with details of when the additional service could be provided (if it can) and of the resultant increase in Charges.

10.3 No order will be effective until it has been confirmed by Us in writing or by electronic mail and returned to the TSL Support Team. We are not obliged to process or accept any order submitted by You.

10.4 Any orders will be governed by the terms of this Contract only. If You submit any orders or requests for additional services, it will always be on the basis that the terms of this Contract apply.

10.5 If We or Our network sub-contractor, at Your request, change the location of any Equipment or BT equipment You shall pay Us all applicable charges for any reconnections and associated work.

11. Charges

11.1 Charges for the Services will commence on the day We make the Services available to You (the Service Start Date). We will invoice You in accordance with Our invoice cycle Call Charges will be invoiced monthly in arrears. All other Charges will be monthly in advance, we may however on occasions invoice You in arrears for such Charges. If We begin or cease a Service on a day which is not the first or last day of Our invoice cycle, we will apportion the Charges daily for the incomplete period.

11.2 In the event that BT or any other third-party Network Operator increases its charges under its interconnect agreement with Us, causing an increase in the cost to Us of providing the Service, we may at any time during this Contract pass such increases in Charges to You on 30 days' notice. You may choose to terminate this agreement on 30 days' notice to Us if You do not accept such proposed increase in Charges.

11.3 For the provision of CPS and/or IVLR if BT reject Your calling line identity information due to inaccuracy of the information, we reserve the right to pass on to You any additional costs incurred

11.4 We will be entitled to vary the Charges. Subject to such variation not taking effect prior to the end of the Initial Term (if any) such variation will take effect from 30 days after We have given You written notice of the change. Where You take a new Service Number (including but not limited to new call destinations) You may use those Services subject to the payment of the relevant charges (where applicable) or confirmation of the relevant Out payment rate.

11.5 Where in order to provide You with the Service it is necessary in Our reasonable opinion to (whether in whole or in part) use non-standard or exceptionally expensive methods or where a substantially greater cost than usual is incurred by TSL to render Our standard tariff inappropriate We may charge an additional charge. If We decide to do so, we will inform You and if You do not wish to pay such additional charges You may terminate this Contract by giving Us 30 days' written notice.

11.6 All Charges due under this Contract will be payable within 30 days of the date of the relevant invoice and will be paid in full without any set-off, deduction or withholding of any kind. TSL reserve the right to charge daily interest on any outstanding amounts until payment is received in full at a rate equal to 2% per cent per annum above the base rate of Barclays Bank Plc as current from time to time whether before or after judgment until the date payment is received and/or suspend the Service (either in whole or in part) until all such Charges have been paid in full.

11.7 If at any time during this Contract in Our reasonable opinion Your financial standing changes adversely or You persistently default in paying the Charges then We may request a security deposit against non-payment. If You fail to provide such security deposit within 10 Working Days, then We reserve the right to suspend and/or terminate this Contract with immediate effect by giving You written notice

11.8 You agree that We may invoice You for any call made under this Contract at any time up to 12 months following the date on which the call was made.

11.9 All Charges are exclusive of value added tax and any other applicable taxes which may from time to time be levied

11.11 Where any Charges or other monies properly due to TSL from You under this Contract or any other agreements that are outstanding We will be entitled to offset such payments against any payments due from TSL to You under this Contract or any other contracts under which TSL provide You with telecommunications or data services.

11.12 Where Contract renewals involve a change in the tariff schedule, refer to the Change of Tariff Notification Procedure for the effective date of the new tariff.

11.13 Tectrix solutions reserves the right to increase price by 3% above UK retail price index every 12 months during agreement regardless of agreement term.

12. Agreed Usage

12.1 You must use enough minutes per quarter to reach the Agreed Usage Charge (if any). If You do not achieve such quarterly Agreed Usage Charge, we may invoice You on a quarterly basis for the difference between Your actual usage and the Agreed Usage Charge ("Top Up Usage Charge"). You will pay Us the Top Up Usage Charge. For the avoidance of doubt, if You have used enough minutes so that Your usage is higher than the Agreed Usage Charge You will not be liable to pay Us any additional monies.

13. Termination

13.1 If either party is:

- 13.1.1 in breach of any provision of this Contract (other than clauses 9.2 and 9.3) and fails to remedy such breach within 30 days of written notice to do so;
- 13.1.2 unable to pay its debts as they fall due or threaten to suffer any resolution to wind up the business or enter into involuntary or compulsory liquidation or have an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets;

then the other may immediately upon notice in writing (without prejudice to any other rights and remedies We may have) terminate (either in whole or in part) this Contract.

13.2 We may terminate this Contract (either in whole or in part) with immediate effect if:

13.2.1 You are in breach of clause 9.2 or 9.3 as breach may be a criminal offence and/or cause serious harm to Our reputation; and/or

13.2.2 TSL's authorisations to provide the Services are altered in a way that is material to the Service.

13.3 We will continue to provide the Services in accordance with Clause 2 until termination of this Contract but if:

(a) You are late in making any due payment, or;

(b) We become entitled to terminate this Contract early for any reason, or;

(c) You break any material term of another contract with TSL then We may partially or completely suspend the Services without limiting Our ability to enforce other remedies that may be available While the Services are suspended You must continue to pay the Charges.

13.4 If You choose to terminate this Contract prior to the end of the Initial Term You must give Us not less than 30 days written notice and pay Us a termination payment ("Termination Payment") The Termination Payment will be the greater of:

13.4.1 monthly average of Charges incurred during the period from the Service Start Date to termination; or

13.4.2 the Agreed Usage Charge; multiplied by the number of remaining months of the Initial Term minus a 10% deduction for costs not incurred by Us and a 10% deduction for early payment of the monies.

You acknowledge that Our Charges have been calculated on the basis that this Contract will continue until the end of the Initial Term as We may have spent money on set up costs and accordingly agree that it is reasonable for Us to require the payment of the Termination Payment as calculated above.

Upon termination of this Contract You will cease to use the Service and will pay to Us all outstanding Charges due up to and including the date of termination.

The expiry or termination of this Contract will be without prejudice to any other rights either party may be entitled to and will not affect any accrued rights or liabilities of either party.

14. Limitation of liability

14.1 Nothing in this Contract shall limit either party's liability for fraud, or for death or personal injury resulting from its own negligence or that of its employees, subcontractors or agents.

14.2 Except as expressly provided in this Contract all conditions, warranties, terms, undertakings and obligations express or implied by statute (including, without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Us)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded to the maximum extent permitted by English Law.

14.3 We will in no circumstances be liable to You in contract, tort (including negligence) or otherwise for any: loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings even when advised of the possibility; loss of revenue or; any indirect or consequential losses, liabilities or costs.

14.4 Both parties accept liability in respect of damage to the others tangible property resulting from its or its employees' negligence up to an aggregate of £10,000; 14.5 Other than in respect of clauses 14.1 and 14.4 and subject to clause 14.3, Our maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, this Contract will in respect of any and all acts, omissions, defaults or events occurring in a Contract Year be limited in aggregate to the greater of:

14.5.1 £10,000; or

14.5.2 the value of the Charges paid by You in the preceding Contract Year ("Liability Sum").

If 12 months has not accrued from the Service Start Date, the Liability Sum will be calculated by calculating the monthly average Charges incurred over the relevant period and multiplying it by 12.

15. Force majeure

Neither party will be liable to the other for any loss or damage caused to or suffered by the other as a direct or indirect result of the supply of Services being prevented, restricted, hindered or delayed by reason of any circumstance outside of that party's control. If either party is prevented from performance of its obligations for a continuous period of 3 months either party may terminate this Contract by giving written notice.

16. General

16.1 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Contract.

16.2 Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as set out in this Contract. Nothing in this Contract will operate to limit or exclude any liability for fraud.

16.3 Should any provision of this Contract be held to be void or voidable the remaining provisions of this Contract will continue in full force and effect.

16.4 No forbearance, delay or indulgence by either party in enforcing the provision of this Contract will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any past or subsequent breach.

16.5 We shall use reasonable endeavours to meet any delivery time, date or period. However, such dates shall be regarded as estimates and We shall have no liability as a result of any failure to achieve any such time, dates or periods other than pursuant to the service credit regime contained in Part 3.

16.6 Members of TSL may enforce their rights under

11.11 but no other person or body who is not a party to this Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract (but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).

16.7 You may not assign the whole or part of this Contract without Our prior written consent such consent not to be unreasonably withheld.

16.8 We may not assign this Contract to any other third party without Your prior written consent such consent not to be unreasonably withheld.

16.9 We reserve the right to vary these terms and conditions to the extent necessary to consider any changes to Industry Agreements and any relevant Legislation. Any other variations must be in writing and agreed between the parties.

16.10 Any notice under or in connection with this Contract shall unless otherwise agreed be in writing and may be delivered by hand to or sent by first class post or by facsimile (confirmed by post) to the Company Secretary at the address of the party concerned set out in this Contract or any other address notified by that party from time to time.

16.11 Any notice addressed as provided in clause 16.10 shall be deemed to have been given or made on the second Working Day after posting if sent by first class post upon delivery if delivered by hand and if sent by fax on the next Working Day after the date of transmission provided the sender's facsimile machine produces a report showing successful transmission to the correct facsimile

16.12 This Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. Definitions

17.1 Except where the context otherwise requires in these Terms and Conditions the following words and phrases will have the following meanings:

"Access Code" the code which may be, required for the provision of the indirect service known as Indirect Voice 138, which is in the form of a series of digits to be dialled either manually by the User or automatically by the TSL Equipment or the Customer Equipment in order to access the Tectrix Network via a third-party Network Operators Network;

"Acts" the Communications Act 2003, the Telecommunications Act 1984, the Electronic Communications Act 2000 (each as amended);

"Agreed Usage Charge" the minimum quarterly amount (if any) set out in the Proposal (or as varied from time to time) which is payable by You throughout the term of the Contract;

"Call Charges" are the pence per minute rates set out in the tariff sheets provided and are calculated on a per second basis unless otherwise agreed;

"Charges" all call charges, connection charges, rental charges or additional charges payable by You" the Code" Schedule 2 of the Telecommunications Act 1984 as amended by Schedule 3 of the Communications Act 2003.

"Commencement Date" the date this Contract is signed by Tectrix;

"Contract" these Terms and Conditions and the Outbound Services Agreement "Contract Year" a period of 12 months from and including the Service start Date and each consecutive 12-month period thereafter;

"CPS" is Carrier Pre-Select which enables calls to be routed by Us without the need for an Access Code;

"Customer Equipment" any equipment at the Site owned by You or a third party which when operated in conjunction with the TSL Equipment, allows You to obtain and/or receive the Service;

"TSL Support Team" the department to which all fault reports and help queries should be addressed;

"Equipment" TSL Equipment and Customer Equipment;

"Indirect Voice Line Rental" or "IVLR" the wholesale line rental service where We rent Your line from BT;

"Industry Agreements" any standard industry agreements or third-party agreement which impact upon Tectrix's ability to provide the Service;

"Initial Term" the period stated in the Proposal which commences on the Service Start Date;

"Intellectual Property Rights" all intellectual and industry property rights including patents, knowhow, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

"TSL Equipment" any equipment located at the Site which is supplied by Us or a third party as part of the Service;

"Tectrix Network" the telecommunications infrastructure and system operated by Us; "Legislation" all Acts of Parliament and statutory regulations, instruments or orders and codes of practice and all applicable European Union laws, directives and other legislation as any of the same may be amended or replaced from time to time;

"Network Operator(s)" any public telecommunications operator used by You to connect telecommunications services to and from Your Site and/or used by Us to deliver the Service;

"OFCOM" the Office of Communications or its successors from time to time;

"Proposed Start Date" the date specified in the Outbound Services Agreement or such later date as notified to You by Us should there be any delay in commencement of this Contract, on which the Service is due to be made available to You;

"Service(s)" the provision by Us to You of a telecommunications service allowing You to make or receive calls using Equipment on the Tectrix and/or other Network Operators network as detailed in the Proposal;

"Service Standard" if applicable, the service levels as set out TSL Line Rental Services Fault Handling Guide;

"Service Start Date" the Proposed Start Date or if different the earlier of the date upon which You are notified the Service is available for use or the date You begin using the Service or in the case of additional Service Numbers the date of the provision of a Service Number to You in accordance with clause 10;

"Site" the Site where the Services are to be provided, as more fully described in the

Proposal and where appropriate Part 1;

"Users" any individual authorised by You to use the Service;

"We/Us" Tectrix Solutions Ltd, whose registered office is Suite 24, Lowry Mill, Lees St, Swinton, M27 6DB.;

"Working Day" Monday to Friday 9.00am to 5.00pm inclusive except for UK bank and public holidays;

"You/Your" means the person or company to whom the Services are provided as detailed in Part 2.