



TELSERVE LTD – Mobile Service Terms and Conditions

The Customer's attention is particularly drawn to the provisions of clauses 2, (Basis of Contract), 12 (Limitation of liability) and 13 (Termination).

1. About Us

1.1. Telserve is registered in England and Wales number 10138941. Our registered office and trading address is Unit B, Stafford Park 6, Telford, TF3 3AT. Telserve are registered for VAT with registration number GB240220959. If you need to contact Us, please telephone our Customer Services team on 0333 212 2207 or email support@telserve.co.uk. If you need to give Telserve formal notice under the Contract, please see clause 18. The definitions and rules of interpretation set out in Schedule 1 apply in these Conditions.

2. Interpretation

2.1. The following definitions and rules of interpretation apply in this agreement.

Definitions:

Account: The Customer's account for the provision of Service and/or Mobile Equipment under the Contract, set up by Telserve which may or may not have a specific account number.

Administration Fee: the amount of –£50 per Line.

Application form: any application form issued by Telserve to You detailing the Service and subsequently signed by or on behalf of the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Buyout: has the meaning set out in clause 10.2.

Cancellation Fees: The Term Fees, the return of any Buyout paid by Telserve to the Customer, the return of any Deal Incentives paid by Telserve to You and recommended retail price (as at the Commencement Date) of any Mobile Equipment provided by or on behalf of Telserve to You and the Administration Fee.

Charges: the charges detailed at clause 8.

Commencement Date: means the date upon which the Contract is signed by or on behalf of the You (including any electronic signature).

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.8.

Contract: the contract between Telserve and You that is made up of these Conditions and the Order for the supply of Service and/or Mobile Equipment.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.



Customer: the party Telsolve contracts with to provide the Service and/or Mobile Equipment.

Deal Incentive: a monthly discount offered by Telsolve to the You as against the charges under the Network Contract for the amount specified in the Order and for the period specified in the Order (where no period is specified in the Order the discount shall be payable until the Review point detailed in clause 15).

Delivery Location: has the meaning given in clause 3.4.

Fair Usage Policy: 3000 minutes to an UK landline or mobile number in any calendar month where Telsolve is providing MVNO Services.

Force Majeure Event: has the meaning given to it in clause 17.

Telsolve: means Telsolve Limited.

Line: a mobile communications telephone number commencing with the numbers 07.

Minimum Period: the minimum period of the Contract of 2 years from the Commencement Date or connection of the Services (whichever is the latter) or such other longer period as may be specified in the Order or the Network Contract (including, but not limited to, a period referred to in the Order as contract length, length, term, minimum term, period or contract period).

Mobile Equipment: any mobile or wireless device, handset, tablet, USB data drive, data card, memory card, SIM card or similar device or card provided to You under the Contract and or the Mobile Equipment Leasing Contract for use in connection with the Services.

Mobile Equipment Leasing Contract: the mobile equipment leasing contract between You and a third party whereby some or all of the Mobile equipment detailed in the Order is provided to You by a third party.

MVNO Services: means services whereby Telsolve are leasing telephone and data spectrum from a Network Provider acting as a mobile virtual network operator (under the name Telsolve Mobile or any other name operated by Telsolve Telecommunications Ltd) and the provision of telecommunications and data services which does not require You to enter in to a separate Network Contract in addition to the Contract.

Network Contract: a contract entered or to be entered in to between You and a Network Provider in addition to the Contract for the provision of Network Services

Network Provider: means a third-party telecommunications network provider including, but not limited to EE Limited, Plan Communications Ltd, Vodafone Limited or Telefonica UK Ltd (O2).

Network Services: the supply of telecommunications or data services provided by a Network Provider.



Order: The Customer's order for the supply of Services and/or Mobile Equipment, as set out in the Application Form or Purchase Order.

Purchase Order: any purchase order issued by Telserve to You detailing the Services and subsequently signed by or on behalf of the Customer.

Services: the services supplied by Telserve to You as set out in the Order including, but not limited to MVNO Services or the procurement of Network Services.

Term Fees: in respect of MVNO Services, the fees calculated by multiplying the remaining number of months of the Minimum Period by the monthly charges for the Services or £250 per Line whichever is the higher amount; or in respect of any Network Services, sixty per cent of the monthly fees payable under the Network Contract calculated by multiplying the remaining number of months of the Minimum Period by the monthly fees payable under the Network Contract or £250 per Line whichever is the higher amount.

2.2. Interpretation:

- 2.2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2.2. A reference to a party includes its personal representatives, successors and permitted assigns.
- 2.2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.2.4. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Basis of contract: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 3.1. The Contract starts on and is effective from the Commencement Date and shall continue until terminated by either party in accordance with these Conditions.
- 3.2. Where applicable and where a Network Provider rejects the Network Contract and/or refuses to enter in to the Network Contract (on or after the Commencement Date), the Contract shall remain in full force and Telserve may elect to provide the services in place of the Network Provider (on an MVNO basis) or shall use reasonable endeavours to procure Network Services from an alternative Network Provider on similar terms to the Network Contract whereupon You shall be obliged to co-operate in entering in to an alternative Network Contract. If You refuse to sign an alternative Network Contract or fail to do so within 14 days a request by



Telsolve or the Network Provider, Telsolve shall be entitled to terminate the Contract and clause 14 shall apply.

- 3.3. Where a Network Provider requires the payment of a deposit as a condition precedent to entering in to the Network Contract You shall be liable to pay such deposit. If You refuse to pay such deposit or fail to do so within 14 days of a request by Telsolve or the Network Provider, Telsolve shall be entitled to terminate the Contract and clause 14 shall apply.
- 3.4. As part of Telsolve credit management procedures, Telsolve may at any time during the Contract require You to pay a deposit or provide a guarantee as security for the payment of future invoices. If You refuse to pay a deposit or provide a guarantee (or fail to do so within 14 days of Our request, Telsolve shall be entitled to terminate the Contract and clause 14 shall apply.
- 3.5. Telsolve offers no warranty in respect of mobile signal coverage. You and Telsolve acknowledge that each of the major Network Providers advertise 98 per cent or more network coverage in the United Kingdom but such coverage cannot be verified by Us. You acknowledge that prior to signing the Contract, You have taken all reasonable steps to ensure that the mobile network being connected to under the Contract or Network Contract has sufficient signal or coverage in Your location and in all the locations where You need a reliable mobile signal.
- 3.6. Notwithstanding clause 13 of these Conditions, Telsolve may terminate the Contract, without any liability to You, during the first 30 days from the Commencement Date for any reason whatsoever upon providing 7 days' notice to You. In that case, Telsolve will refund any Charges paid by You except that Telsolve will be entitled to retain any part of the Charges that relate to costs incurred by Telsolve up to and including the date of termination.
- 3.7. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.8. Any quotation given by Telsolve shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue. All quotations are based solely on information provided by You to Telsolve (for example contract end dates, tariff/ billing information, number of handsets, current network or 3rd party provider contract terms) and Telsolve cannot accept any liability for mistakes made in calculating tariffs at the point of contract. You are responsible for adding any caps and alerts and monitoring Your own spending. You acknowledge and agree that all caps and alerts, for example with Plan, have a timing delay therefore an overspend can still occur.



- 3.9. All of these Conditions shall apply to the supply of both Services and Mobile Equipment except where application to one or the other is specified.
- 3.10. The Contract between You and Telserve will be formed when Telserve accept Your Order. By submitting Your Order, You acknowledge and agree that you accept these Conditions.

4. Mobile Equipment

- 4.1. The Mobile Equipment to be provided under the Contract shall be specified in the Order. You acknowledge that some or all of the Mobile Equipment may be provided under a Mobile Equipment Leasing Contract.
- 4.2. The provision of Mobile Equipment is subject to availability.
- 4.3. Subject to clause 3.6 of these Conditions, the Mobile Equipment shall be delivered within 3 months of the commencement date and if Telserve is unable to source or provide the Mobile Equipment within such period, You shall be entitled to have the Account credited to the equivalent value of Telserve's trade purchase cost of the Mobile Equipment. Such credit to be made in accordance with clause 9 of these Conditions as though it were a Deal Incentive.
- 4.4. The Mobile Equipment shall be delivered to the location set out in the Order or such other location as the parties may agree (Delivery Location).
- 4.5. Delivery of the Mobile Equipment shall be deemed completed on the second business day after posting by Telserve or the Network Provider or on the second business day following the Mobile Equipment being collected from Telserve or the Network Provider from a courier with instructions to deliver to the Delivery Location.
- 4.6. Any dates quoted for delivery of the Mobile Equipment are approximate only, and the time of delivery is not of the essence. Telserve shall not be liable for any delay in delivery of the Mobile Equipment that is caused by a Force Majeure Event or delays caused by a third party manufacturer (or supplier) or Your failure to provide Telserve with adequate delivery instructions or any other instructions that are relevant to the supply of the Mobile Equipment

5. Quality of Mobile Equipment

- 5.1. You acknowledge that We are not the manufacturer of the Mobile Equipment and as such, to the fullest extent permitted by Law, We do not give any warranty as to the quality or suitability of the Mobile Equipment for Your purposes, however, where possible, We shall pass on to You, the benefit of any warranties that We receive from the manufacturer of the Mobile Equipment.



- 5.2. You acknowledge that any attempt to repair, service or tamper with the Mobile Equipment may invalidate the manufacturer's warranty.
- 5.3. Subject to clause 4.1, We warrant that on delivery, the Mobile Equipment will conform in all material respects with their description and be free from material defects in design, material and workmanship.
- 5.4. If You notify Telserve in writing within a reasonable time of discovery, that the Mobile Equipment does not comply with the warranties in clause 4.3, and You return the Mobile Equipment to Us, We will, at Our option, repair or replace the defective Mobile Equipment or credit Your Account with the cost of the defective Mobile Equipment (if You have already paid for the Mobile Equipment) or issue a credit note (if You have not yet paid).
- 5.5. We will not be liable for breach of the warranty in clause 4.4 if: (a) You make any further use of the Mobile Equipment after giving Telserve notice under clause
- 5.6. (b) the defect arises as a result of following any instructions or specification supplied by You; (c) You alter, repair or tamper with the Mobile Equipment; (d) The defect arises as a result of fair wear and tear, wilful or accidental damage, negligence, or abnormal storage or working conditions; or (e) If the Mobile Equipment differs from their description or specification as a result of changes made to ensure that they comply with statutory or regulatory requirements.
- 5.7. We will only be liable to You for the Mobile Equipment's failure to comply with the warranty set out in clause 4.3 to the extent set out in this clause 4.

6. Title and risk

- 6.1. The risk in the Mobile Equipment shall pass to You on completion of delivery.
- 6.2. Subject to clause 5.3, title to the Mobile Equipment shall not pass to You until the Contract is validly terminated in accordance with these Conditions and all sums due under the Contract, including but not limited to Cancellation Fees, have been paid by You to Telserve.
- 6.3. Where You have entered in to a Mobile Equipment Leasing Contract, in addition to the Contract, You hold the Mobile Equipment as bailee and title to the Mobile Equipment's shall transfer to You only in accordance with the terms of the Mobile Equipment Leasing Contract.
- 6.4. Until title to the Mobile Equipment has passed to You, You shall:
 - 6.4.1. (a) maintain the Mobile Equipment in satisfactory condition and keep it insured against all risks for its full price on Telserve's behalf from the date of delivery;
 - 6.4.2. (b) notify Telserve immediately if You become subject to any of the events listed in clause 13.2(b) to clause 13.2(d); and



6.4.3. (c) give Telsolve such information relating to the Mobile Equipment as Telsolve may require from time to time.

6.5. If before ownership to the Mobile Equipment passes to You, You become subject to any of the events listed in clause 13.2(b) to clause 13.2(d), then, without limiting any other right or remedy Telsolve may have at any time:

6.5.1. (i) require You to deliver up all Mobile Equipment in its possession and

6.5.2. (ii) if You fail to do so promptly, enter any premises of Yours or of any third party where the Mobile Equipment is stored in order to recover each item of Mobile Equipment.

7. Supply of Services and mobile equipment.

7.1. In consideration of You paying the Charges and fulfilling all of Your commitments as set out in the Contract, Telsolve agree to supply the Services and/or the Mobile Equipment subject to the provisions of the Contract.

7.2. You agree to receive the Services and Mobile Equipment on the terms of the Contract.

8. Customer's obligations

8.1. You shall: (a) ensure that the terms of the Order are complete and accurate; (b) co-operate with Telsolve in all matters relating to the Services and Network Services; (c) provide Telsolve with such information and materials as We may reasonably require in order to supply the Services and Mobile Equipment (including, but not limited to, providing porting access codes to enable connection of the Services), and ensure that such information is complete and accurate in all material respects; (d) promptly notify Telsolve of a change of address, change of registered office or change of trading location(s); (e) where applicable, comply with all terms of the Network Contract and/or the Mobile Equipment Leasing Contract including, but not limited to, the terms for payment of all charges and fees under the Network Contract and/or the Mobile Equipment Leasing Contract. (f) authorise the Network Provider to disclose all information to Telsolve relating to the Network Contract; (g) if provided with 15 or more mobile devices under the Contract, set up on-line billing and not cancel on-line billing prior to the termination of the Contract; (h) within 30 days of the Commencement date, send Telsolve all mobile phone handsets (together with any pass codes or words required to operate each handset) in the possession or ownership of the customer which shall not be used or needed by the customer for the provision of the Services under the Contract; (i) where applicable, allow Telsolve access to Your premises at all reasonable times requested by Telsolve for the purposes of



installing the Mobile Equipment and as otherwise reasonably required for the provision of the Services; (j) where applicable, ensure that Your premises are ready to receive the Services (including without limitation, installation of applicable wiring and power supplies);. (k) Set up full third party access with the Network Provider to enable Telserve to have full access to Your account with the Network Provider and to all information in connection with Your account.

9. Charges and payment

- 9.1. The price for the Services and Mobile Equipment shall be the price set out in the Order together with the charges set out in clauses 8.2 and 8.3. The customer acknowledges that certain charges may be payable directly to the Network Provider and/or where applicable to a third party under the Mobile Equipment Leasing Contract. Additional charges may be incurred for additional services and out of bundle charges (unless indicated as inclusive in the Order), including but not limited to, bolt on services, call features, calls to international numbers, calls to the Channel Islands, roaming charges, calls to service numbers, calls to premium rate numbers, calls to 08 & 09 numbers, calls to 0845 & 0870 numbers, calls to 0500 numbers, calls to mobiles, calls to retrieve messages, internet calls, calls above the Fair Usage Policy.
- 9.2. The customer shall be liable to pay to Telserve:
 - 9.2.1. (a) a fee of £250 per Line which is connected or to be connected under the Contract; and
 - 9.2.2. (b) a consultation fee of £500.
- 9.3. The customer shall pay £30 for each porting access code (pac code) requested in respect of each and any Line connected under the Contract or Network Contract and if such a request is made during the Minimum Period, clause 14.2 shall apply.
- 9.4. Telserve reserves the right to:
 - 9.4.1. (a) increase the Charges from time to time and shall provide the customer with at least 7 days' notice prior to such increase taking effect. For the avoidance of doubt, the customer shall not be entitled to terminate the Contract upon any increase in Charges; and
 - 9.4.2. (b) increase the price of the Mobile Equipment, by giving notice to the customer at any time before delivery, to reflect any increase in the cost of the Mobile Equipment to Telserve.
- 9.5. Telserve may invoice the customer for Charges under the Contract. Where applicable, Network Services shall be invoiced by and payable to the Network Provider. Where a Mobile Equipment Leasing Contract has been entered in to, the provider of Mobile Equipment under such contract shall invoice the customer in



accordance with the terms of the Mobile Equipment Leasing Contract. Telserve may invoice on a monthly basis for MVNO Services.

- 9.6. The customer shall pay each invoice submitted by Telserve:
- 9.6.1. (a) within 7 days of the date of the invoice; and
- 9.6.2. (b) in full and in cleared funds to a bank account nominated in writing by Telserve by way of direct debit, failing which a payment processing fee of £6 per invoice shall be payable by the Customer, and time for payment shall be of the essence of the Contract. Where the customer cancels a direct debit mandate to Telserve a cancellation fee of –£15 shall be payable in respect of each instance of cancellation.
- 9.7. You shall be liable to pay the Charges whether the Services are being utilised by You or a third party. This includes all Charges arising from unauthorised or fraudulent use.
- 9.8. Invoices shall be deemed to be undisputed and You shall not be entitled to dispute an invoice unless You notify Us in writing of any dispute (clearly identifying the reasons for the dispute) within 30 days of the date of the invoice.
- 9.9. All amounts payable by the Customer under the Contract, Network Contract or Mobile Equipment Leasing Contract are exclusive of any applicable value added tax (VAT) for which You are additionally liable. We will add VAT to invoices at the applicable rate from time to time.
- 9.10. If You fail to make a payment due to Telserve under the Contract by the due date, then, without limiting our other remedies under the Contract, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.9 will accrue each day at 4% a year above the Barclays Bank's base rate, compounding quarterly.
- 9.11. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We may, without limiting Our other rights or remedies, set off any amount owing to Telserve by You against any amount payable by Telserve to You.

10. Deal Incentives

- 10.1. Where a Deal Incentive is specified in the Order, subject to clause 9.2, We shall reimburse You (or provide a credit in the case of MVNO Services) for the amount of any Deal Incentive upon You first providing Telserve with a valid VAT invoice from You to Telserve for the amount of the monthly Deal Incentive (the value of the Deal Incentive specified in the Order shall be inclusive of VAT). No invoice shall be required where We are providing MVNO Services.



- 10.2. You shall be liable to pay the Network Provider the full amount of all charges under the Network Contract irrespective of any Deal Incentive. Provided You have not committed a breach of the Contract or any Network Contract or any Mobile Equipment Leasing Contract and upon receipt of an invoice in accordance with clause 9.1, We shall reimburse or credit You for the amount of the Deal Incentive. The payment under this clause 9 shall be made in equal, monthly instalments starting with the first payment within 90 days of receipt of the Customer's invoice issued in accordance with clause 9.1 (or credit 1 month from the connection of the services in the case of MVNO Services) and ending at the Review Point referred to in clause 15. For the avoidance of doubt, no Deal Incentive shall be due or payable after the Review Point. Where the terms of this clause 9 are inconsistent with the Order, this clause 9 shall prevail.
- 10.3. If You breach (or We reasonably believe You are in breach of) the Contract or the Network Contract or the Mobile Equipment Leasing Contract, Telserve reserve the right to suspend payment of the Deal Incentive until the breach is remedied.

11. Buyout

- 11.1. You acknowledge that by entering in to the Contract and/or the Network Contract, You may have to pay termination or other charges to a Network Provider or third party for cancelling or terminating a pre-existing contract with that Network Provider or third party.
- 11.2. The Order may specify a sum that Telserve are prepared to reimburse You to cover some or all of the termination charges referred to in clause 10.1 (Buyout). Subject to clause 10.3 (or 10.4 in the case of MVNO Services), Telserve shall reimburse You with the Buyout specified in the Order upon receipt of a valid VAT invoice from You to Us for the amount of the Buyout (the value of the Buyout specified in the Order shall be inclusive of VAT). You must provide Telserve with a valid VAT invoice for any agreed Buyout along with a copy of your final (prior network) bill and former provider's invoice showing the termination charges within 30 days of connection.
- 11.3. Notwithstanding this clause 10, it shall remain Your liability to pay any termination or similar charges referred to in clause 10.1. Provided that You are not in breach of the Contract or any Network Contract or any Mobile Equipment Leasing Contract (excluding any pre-existing contract for services similar to those provided under the Contract), and upon receipt of an invoice in accordance with clause 10.2, Telserve shall reimburse You for the amount of the Buyout. The reimbursement under this clause 10 shall be paid monthly in equal instalments over the Minimum Period and the first reimbursement payment shall be made



after 45 days of receipt by Telserve of Your invoice issued in accordance with clause 10.2.

- 11.4. Subject to the remaining provisions of this agreement, where We are providing MVNO Services and provided You are not in breach of the Contract, Telserve shall reimburse You with the Buyout amount specified in the Order (subject to receipt by Us of a copy invoice showing the previous supplier's termination charges) by way of a pro rata credit against Your invoices over 4 months. By way of example, if the Buyout is for -£1000, Telserve shall credit Your invoice in the sum of -£250 for 4 months.
- 11.5. Where We, despite not being contractually obliged to do so, pay the Buyout sum whether in a lump sum or instalments, to the Customer up front, the Customer shall pay such sum to the Network Provider in respect of the termination fees for the pre-existing contract without delay.

12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time during the Contract, and for a period of three years after termination of the Contract, disclose to any person any confidential information including, but not limited to, the business, affairs or charges of the other party, except as permitted by clause 11.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4. We may disclose Your confidential and other information to the Network Provider to enable Us to provide the Services.

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1. Nothing in these Conditions shall limit or exclude Telserve's liability for:
- 13.1.1. (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 13.1.2. (b) fraud or fraudulent misrepresentation; and

- 13.1.3. (c) any other matter in respect of which liability cannot lawfully be limited or excluded;
- 13.2. Subject to clause 12.1, Telservice shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 13.2.1. (a) Loss of profits;
 - 13.2.2. (b) loss of sales or business;
 - 13.2.3. (c) loss of agreements or contracts;
 - 13.2.4. (d) loss of anticipated savings;
 - 13.2.5. (e) loss of use or corruption of software, data or information;
 - 13.2.6. (f) loss of or damage to goodwill; or
 - 13.2.7. (g) any indirect or consequential loss.
- 13.3. Subject to clause 12.1, Telservice's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the amount paid by the Customer to Telservice for Charges paid under the Contract.
- 13.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended) are, to the fullest extent permitted by law, excluded from the Contract.
- 13.5. This clause 12 shall survive termination of the Contract.

14. Termination and Suspension: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1. Subject to clause 14.2 the Customer may terminate the Contract at any time by giving Telservice 30 days' written notice.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 14.2.1. (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 14.2.2. (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- 14.2.3. (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.4. (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3. Without affecting any other right or remedy available to it, Telservice may terminate the Contract with immediate effect by giving written notice to You if:
 - 14.3.1. (a) You fail to pay any amount due under the Contract or Network Contract or Mobile Equipment Leasing Contract on the due date for payment; or
 - 14.3.2. (b) You undergo a change in control.
- 14.4. Without affecting any other right or remedy available to it, Telservice may suspend the supply of Services, disconnect the Services or suspend all further deliveries of Mobile Equipment under the Contract or any other contract between You and Telservice if (a) you fail to pay any amount due under the Contract on the due date for payment, (b) You become subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or Telservice reasonably believes that you are about to become subject to any of them.
- 14.5. Without affecting any other right or remedy available to it, Telservice may suspend the supply of Services, disconnect the Services or all further deliveries of Mobile Equipment under the Contract or any other contract between the Customer and Telservice if the customer fails to sign a Network Contract or pay a deposit contrary to clauses 2.2, 2.3 or 2.4.
- 14.6. Where the Services are suspended or disconnected under clauses 13.4 or 13.5, the Customer shall be liable to pay to Telservice a disconnection fee of –£29 for each instance of disconnection where the Contract provides for 9 Lines or fewer and where the Contract provides for 10 or more Lines a disconnection fee of –£3 per Line shall be payable.

15. Consequences of termination

- 15.1. On termination of the Contract You shall immediately pay to Telservice all Charges together with all of Telservice's outstanding unpaid invoices and interest and, in respect of Services and Mobile Equipment supplied or Charges for which no invoice has been submitted, Telservice shall submit an invoice, which shall be payable by You immediately on receipt;
- 15.2. Cancellation Fees will be payable by You to Telservice if prior to the expiry of the Minimum Period:
 - 15.2.1. (a) the Contract is terminated; or
 - 15.2.2. (b) the Network Contract is terminated; or



- 15.2.3. (c) the Network Services are disconnected as a consequence of the Customer's breach of the Network Contract; or
- 15.2.4. (d) the Mobile Equipment Leasing Contract is terminated.
- 15.3. The Cancellation Fees payable in accordance with clause 14.2 shall be invoiced by Telserve to the Customer and shall be payable immediately upon receipt.
- 15.4. You acknowledge that the Cancellation Fees represent a genuine pre-estimate of the loss suffered by Telserve due to early termination, having regard to the overall commercial deal between the parties and that the Cancellation Fees do not represent a penalty.
- 15.5. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.6. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Upgrades

- 16.1. Where the Order specifies an upgrade or review point, Telserve shall review the Contract and/or the Network Contract and the monthly charges being paid by You (Review). Following any Review, Telserve may elect (but not obliged) to offer the You a new contract whereupon, if the You elect to accept the offer, You shall be required to sign a new Contract (New Contract) including a new Purchase Order or Application Form (New Order).
- 16.2. Where You agree to a New Contract, clause 14.2 shall not apply to the (old) Contract and You will be bound by the terms of the New Order, including any new minimum term or period specified in the New Order.
- 16.3. Where the terms of this clause 15 are inconsistent with the Order, this clause 15 shall prevail.
- 16.4. Nothing in this clause 15 or the Contract obliges Telserve to provide any upgraded or new Mobile Equipment or to reduce the Charges payable by the Customer upon conducting a Review. Any Mobile Equipment and the cost of such Mobile Equipment to be provided in the New Contract shall be specified in the New Order.

17. Dispute Resolution

- 17.1. The parties shall use their reasonable endeavours to resolve disputes arising from or in connection with the Contract (Dispute). If either party wishes to raise a Dispute, it shall notify the other party in writing (in accordance with clause 18.2)

clearly identifying the reasons for the Dispute and providing copies of any supporting documentation that is relied on.

- 17.2. A Customer with no more than 10 employees may be able to take a Dispute to adjudication under the Ombudsman Services dispute resolution scheme.
- 17.3. Nothing in this Contract prevents Telservice from seeking a legal remedy through the courts at any time. The time costs of Telservice's Solicitor dealing with a Dispute (including but not limited to the recovery of Charges and/or Cancellation Fees) both before and during any court claim shall be payable by the Customer to Telservice on an indemnity basis at the guideline rate for a band A fee earner specified at www.gov.uk/guidance/solicitors-guideline-hourly-rates and at the grade for where the Customer's principal place of business is situated (Legal Costs). The Customer acknowledges that such Legal Costs are reasonable and payable notwithstanding rule 27.14 of the Civil Procedure Rules or any successor provision dealing with the recoverability of costs on the small claims track.
- 17.4. Any overdue invoice issued by Telservice may be referred to a third party debt agency and the Customer shall be liable to pay such third party's fees in addition to our Legal Costs.

18. Force majeure

- 18.1. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19. General

- 19.1. Assignment and other dealings (a) We may at any time novate the Contract or assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of Our rights and obligations under the Contract. (b) You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 19.2. Notices. (a) Any notice or other communication given by You to Telservice under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid recorded delivery post or next working day delivery service at Our registered office or such other address where We ask You to send notices to. (b) Any notice or other communication given by Telservice to You under or in connection with the Contract shall be sent to the Your contact email address specified in the Order (or such other primary email address of the Yours as We may elect), or by post to Your registered office (if a company) or the address specified in the Order



or any other address where You request Telserve to send notices to. (c) Any notice or other communication shall be deemed to have been received: if delivered by hand or recorded delivery post or by a next working day delivery service, on signature of a delivery receipt; if sent by first or second class post (non recorded) at 9am on the second business day after posting; or if sent by email at the time of transmission. (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 19.3. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.4. Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.6. Entire agreement. (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Contract.
- 19.7. Third parties' rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.8. Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (in the case of Telserve to be signed by a director). We may change these Conditions from time to



time and the varied or updated Conditions shall be available to view at Telserve.co.uk. Minor changes will take effect immediately upon the varied Conditions being posted at Telserve.co.uk and material changes shall take effect 30 days after the varied Conditions have been posted at Telserve.co.uk

- 19.9. Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.10. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

20. Data Protection

- 20.1. Both You and Us will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 20.2. Both You and Us acknowledge that for the purposes of the Data Protection Legislation, You are the data controller and We are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 20.3. Without prejudice to the generality of clause 19.1, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us for the duration and purposes of this agreement.
- 20.4. Without prejudice to the generality of clause 19.1, We shall, in relation to any Personal Data processed in connection with the performance by Us of Our obligations under this agreement: (a) process that Personal Data only as is reasonably necessary to fulfil Our obligations under the Contract, or in accordance with Your written instructions or as required by any applicable law or regulation; (b) ensure that We have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data having regard to all relevant circumstances; (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (d) not transfer any Personal Data outside of the European Economic Area unless You have given Your prior written consent and the following conditions are fulfilled: (i) appropriate safeguards are in place in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies;



(iii) We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) We comply with Your reasonable instructions notified to Us in advance with respect to the processing of the Personal Data; (e) assist You, at the Your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify You without undue delay on becoming aware of a Personal Data breach; (g) at Your written direction, delete or return Personal Data and copies thereof held by Us to You on termination of the agreement unless required by Applicable Law to store the Personal Data; and (h) maintain records and information to demonstrate Our compliance with this clause 19.

20.5. You consent to Us appointing Network Providers as a third-party processor of Personal Data under this agreement where applicable.