

PSU TERMS AND CONDITIONS OF TRADING

PART A – GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. The following words shall have the following meanings:

“Agreement”	means these general terms and conditions, the terms and conditions which apply to the supply of the Services as set out in Part B below, and any amendments to the same.
“Charges”	means the charges for the Services payable to PSU by the Customer.
“Commencement Date”	means the date of signature of this Agreement by the Customer or, if earlier, the date upon which Services are first provided to the Customer.
“Customer”	means the customer of PSU whose details are set out in the Sales Order.
“Equipment”	means the IT, telecommunications or routing equipment supplied by PSU and as set out in the Sales Order.
“IT Maintenance Services”	means the IT maintenance services as described in Part B below and as set out in the Sales Order.
“Price List”	means the descriptions of and the list of prices which are charged to customers by PSU for the Services.
“PSU”	means [PSU Technology Group Ltd] [PSU Talk Limited].
“Sales Order”	means a request by the Customer for Services or a change or variation in respect of the same which should be submitted using the Sales Order and/or Quotation form as made available to the Customer by PSU.
“Services”	means the provision by PSU to the Customer of Equipment, IT and/or telecommunications maintenance Services, and/or telecommunications Services or any other services which PSU may from time to time provide.
“Telecommunications Services”	means the telecommunications services as set out in Part B and C below and as set out in the Sales Order.

- 1.2. A reference in this Agreement to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. Words in the singular shall include the plural and vice versa.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.6. In the event that anything stated in the Sales Order conflicts with the provisions of this Agreement, this Agreement shall prevail.

2. The Contract

- 2.1. All Sales Orders shall be subject to the terms of this Agreement. Any alternative terms and conditions appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by the Customer for the purpose of placing a Sales Order shall be ineffective.
- 2.2. No variation to this Agreement shall be binding unless agreed in writing between the authorised representatives of the Customer and PSU.
- 2.3. PSU's employees or agents are not authorised to make any representations concerning the Services unless confirmed by PSU in writing. In entering into this Agreement the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in this Agreement affects the liability of either party for fraudulent misrepresentation.
- 2.4. Any advice or recommendation given by PSU or its employees or agents to the Customer or its employees or agents in respect of the Services which is not confirmed in writing by PSU is followed or acted on entirely at the Customer's own risk, and accordingly PSU shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, Price List, acceptance of offer, invoice or other document or information issued or included on any website operated by PSU shall be subject to correction without any liability on the part of PSU.

3. Orders

- 3.1. No Sales Order submitted by the Customer shall be deemed to be accepted by PSU unless and until confirmed by PSU or its authorized representative.
- 3.2. The Customer shall be responsible to PSU for ensuring the accuracy of the terms of any Sales Order (including any applicable specification) submitted by the Customer, and for giving PSU any necessary information relating to the Services within a sufficient time to enable PSU to perform the Agreement in accordance with its terms.
- 3.3. The quantity, quality, type and specification of the Services shall be as set out in the Sales Order.
- 3.4. No Sales Order which has been accepted by PSU may be cancelled by the Customer except with the agreement of PSU and on terms that the Customer shall indemnify PSU in full against all loss (including loss of profit), costs (including the cost of labour and materials), damages, charges and expenses incurred by PSU as a result of such cancellation.

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4. Charges and Payment

- 4.1. The Customer shall pay all Charges within 30 days of the date of PSU's invoice for such charges. The time of payment shall be of the essence of the Agreement. Receipts for payment will be issued only on request.
- 4.2. All Charges are subject to Value Added Tax and any other relevant tax, duty or levy, which shall be payable by the Customer in addition at the prevailing rate from time to time applicable.
- 4.3. In the event that any Charges and any other sums are not paid by their due date interest may be levied at the rate of 4% above the base lending rate of HSBC Bank plc from time to time in force, calculated from the date payment was due until the date of actual payment, together with all costs incurred in the collection of such outstanding amount.
- 4.4. PSU will only consider billing queries regarding Charges from the Customer if made within 1 month of the date of invoice.
- 4.5. The Customer shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.6. Where any sum owed by the Customer under this Agreement is overdue, PSU shall be entitled to cease performance of this Agreement until such sum (together with all interest as may be due thereon) has been paid in full.

5. Intellectual Property

The Customer shall not use or permit anyone else to use, the PSU name, logo or trademark without the prior written consent of PSU. The Customer also agrees not to infringe any copyright or registered or unregistered trademark belonging to any third party in respect of the use of the Services.

6. Termination

- 6.1. Notwithstanding anything else contained in this Agreement, this Agreement may be terminated by PSU if:
 - (i) the Customer fails to pay any sums under this Agreement;
 - (ii) the Customer shall commit or cause to be committed any material breach of this Agreement and (in the case of any breach capable of remedy) shall have failed, within 14 days after the receipt of a request in orally of in writing to do so specifying the nature of the breach, to remedy the same; or
 - (iii) the Customer becomes insolvent or causes a meeting of or makes any arrangements or composition with its creditors or is wound up or has a receiver or administrator appointed or is subject to any similar legal process.
- 6.2. On termination of this Agreement for whatever reason:
 - (i) outstanding sums due under this Agreement shall become immediately payable by the Customer; and
 - (ii) PSU may suspend the Services without any liability to the Customer.

7. Confidentiality

- 7.1. The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will, without the consent in writing of the other, divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause.
- 7.2. The obligations aforesaid shall not apply to any material or information which is (i) in the public domain (other than as a result of a breach of this Agreement), (ii) already known to the receiving party, or (iii) lawfully received from a third party and/or ordered to be disclosed by any court or other tribunal or regulatory authority of competent jurisdiction.

8. Limitation of Liability

- 8.1. Save as expressly stated in Condition 8.2 below:
 - (a) the total liability of PSU, whether in contract, tort or otherwise shall in no circumstances exceed a sum equal to the Charges; and
 - (b) PSU shall have no liability under any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:
 - (i) special damage even though PSU was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits, anticipated savings, business opportunity or goodwill; and/or
 - (iii) loss of, or damage to data.
- 8.2. The exclusions in this Condition 8 shall apply to the fullest extent permissible at law, but PSU does not exclude liability for death or personal injury caused by the negligence of PSU, its officers, employees, contractors or agents for fraud, breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or any other liability which may not be excluded by law.

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9. Matters beyond the parties' reasonable control

Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever, for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), inability or delay in obtaining supplies of Equipment or in the case of IT Maintenance Services, the non-availability of appropriate spare parts for Customer computer hardware and peripherals.

10. Assignment

10.1. The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of PSU.

10.2. PSU may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.

11. Entire Agreement

11.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

11.2. Notwithstanding Condition 11.1 above, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this Agreement, and a party's only remedy is for breach of contract. However, nothing purports to exclude liability for any fraudulent statement or act.

12. Invalidity

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

13. Waiver

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

14. Data Protection

PSU operates in accordance with the Data Protection Act 1998. The Customer agrees that PSU may use and share the Customer's information and data with its associated companies, agents or other companies. This information may also be used for marketing purposes and to inform the Customer from time to time about other services or associated technologies. If the Customer does not want its details to be used in this way then the Customer should contact PSU's Data Controller at the address shown on the Sales Order.

15. No Partnership

Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

16. Third Party Rights

Save as provided by the terms of this Agreement a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from by that Act.

17. Law

This Agreement shall be governed by English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.

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PART B – SERVICES TERMS AND CONDITIONS

Except as otherwise defined herein and except where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A above, shall have the same meanings when used in these terms and conditions.

The Sale and Purchase of Equipment

1. Delivery

- 1.1 Delivery of the Equipment shall be made to the place and in the manner specified by the Customer when placing the Sales Order and agreed by PSU.
- 1.2 Any date quoted for delivery of the Equipment is approximate only and PSU shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence of the Agreement. The Equipment may be delivered by PSU in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 1.3 Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate contract and failure by PSU to deliver any one or more of the instalments in accordance with this Agreement or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Agreement as a whole as repudiated.
- 1.4 If PSU fails to deliver the Equipment (or any instalment) for any reason other than any cause beyond PSU's reasonable control or the Customer's fault, and PSU is accordingly liable to the Customer, PSU's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Equipment.
- 1.5 If the Customer fails to take delivery of the Equipment or fails to give PSU adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of PSU's fault) then, without limiting any other right or remedy available to PSU, PSU may:
 - 1.5.1 store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 1.5.2 sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Agreement or charge the Customer for any shortfall below the price under the Agreement.

2. Risk and Property

- 2.1 Risk of damage to or loss of the Equipment shall pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Equipment, the time when PSU has tendered delivery of the Equipment.
- 2.2 In any case where it is established to the satisfaction of PSU that the Equipment has been damaged or lost in transit, whether in whole or in part, PSU will at its own cost repair or replace the same provided that:
 - 2.2.1 in the event of any damage to Equipment in transit, the Customer notifies PSU and the carrier in writing within five days of the date of delivery. Any claim not so notified shall not be accepted. The Customer acknowledges and agrees that it is the Customer's responsibility to examine the Equipment immediately upon receipt.
 - 2.2.2 In the event that the Equipment is not delivered, the Customer must notify PSU and the carrier in writing within 14 days of the date of PSU's invoice for the Equipment otherwise claims shall not be accepted.
- 2.3 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of this Agreement, the property in the Equipment shall not pass to the Customer until PSU has received in cash or cleared funds payment in full for the price of the Equipment and all other goods agreed to be sold by PSU to the Customer for which payment is then due.
- 2.4 Until such time as the property in the Equipment passes to the Customer, the Customer shall hold the Equipment as PSU's fiduciary agent and bailee, and shall keep the Equipment separate from that of the Customer and third parties and properly stored, protected and insured and identified as PSU's property, but the Customer may use the Equipment in the ordinary course of its business.
- 2.5 Until such time as the property in the Equipment passes to the Customer (and provided the Equipment is still in existence and has not been resold), PSU may at any time require the Customer to deliver up the Equipment to PSU and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 2.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remains the property of PSU, but if the Customer does so all moneys owing by the Customer to PSU shall (without limiting any other right or remedy of PSU) forthwith become due and payable.

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3. Warranty

3.1 PSU warrants that the Equipment shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 at the time of despatch and if the Equipment does not conform PSU shall, at its option, repair or replace all or any necessary part of such Equipment or refund as appropriate all or part of the Charges provided that the alleged defect shall have been notified to PSU in writing within one month of delivery and, if PSU so requests, the Customer returns the Equipment or such part which is defective, to PSU. For the avoidance of doubt, the liability of PSU under this Condition shall not exceed the Charges.

3.2 The Warranty set out in Condition 3.1 above is given by PSU subject to the following conditions:

3.2.1 PSU shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow PSU's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without PSU's approval; and

3.2.2 PSU shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Equipment has not been paid by the due date for payment. IT Maintenance Services

1. Additional Definitions

1.1 The following words shall have the following meanings:

"Customer Equipment"	means the Customer's computer hardware specified in the Sales Order and such additions and changes thereto as shall from time to time be agreed in writing between the parties.
"Intellectual Property Rights"	means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
"Maintenance Services"	means the provision of the following maintenance services in respect of the Customer Equipment and the Software: (i) Fault diagnosis and correction; (ii) Repairs to defective components; (iii) Scheduled preventative maintenance; and (iv) Problem management and technical support.
"PSU Software"	means the computer software and code supplied or produced by PSU in carrying out the Maintenance Services.
"Software"	means the computer software specified in the Sales Order and such additions and changes thereto as shall from time to time be agreed in writing between the parties.

2. Duration of Agreement

PSU shall provide the Maintenance Services for the for the period set out in the Sales Order and any such extended period as the parties may agree from time to time.

3. Provision of Maintenance Services

3.1 In consideration of the Charges, PSU shall provide the Maintenance Services on the terms set out in this Agreement.

3.2 PSU shall provide the Maintenance Services during the hours of 9.00 am to 5.00 pm Monday to Friday (excluding Bank and UK holidays), unless otherwise stated in the Sales Order. PSU shall be entitled to levy an additional charge in respect of any Maintenance Services provided outside of these hours. Any such charge shall be calculated on a time and materials basis at PSU's then prevailing rates.

3.3 PSU shall provide all necessary travel, labour, parts and materials that it deems necessary to maintain in the Customer Equipment and Software in good working order. When replacement parts are fitted, the parts removed automatically become the property of PSU.

3.4 The on-site response times for the Maintenance Services will be dependent on the Customer's location. PSU will use its reasonable endeavours to (i) respond in accordance with the timescales set out in the Sales Order and (ii) carry out such repairs as may be necessary.

3.5 [PSU may decide that major repair of any item of the Customer Equipment is necessary and may remove such Customer Equipment from the Customer's premises to PSU's premises by arrangement with the Customer. In such event, the Customer shall be responsible for the transport and insurance costs associated with this.]

4. Excluded Services and Restrictions

4.1 The Maintenance Services shall not include:

4.1.1 the correction of any fault due to:

- (i) the Customer's failure to maintain a suitable environment for the Customer Equipment including, without limitation, maintaining a constant power supply, air conditioning or humidity control;
- (ii) the Customer's neglect or mis-use of the Customer Equipment or its failure to operate the same in accordance with the manufacturer's instructions;
- (iii) the alteration, modification or maintenance of the Customer Equipment by any party other than PSU without PSU's prior written consent;
- (iv) the use of defective or inappropriate supplies with the Customer Equipment; or
- (v) any accident or disaster affecting the Customer Equipment including, without limitation, fire, flood, water, wind, lightning, transportation, vandalism or burglary;

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4.1.2 the painting or refinishing of the Customer Equipment; or

4.1.3 electrical work external to the Customer Equipment.

4.2 PSU shall, upon the Customer's request, provide the services set out on Clause 4.1 above subject to additional charges as shall be calculated on a time and materials basis at PSU's then prevailing rates.

4.3 In the event that any item of Customer Equipment is or becomes obsolete during the term of this Agreement whereby (i) the manufacturer of such equipment ceases to exist or ceases to manufacture or support the item of Customer Equipment or replacement parts for the same, and/or (ii) the item of Customer Equipment and/or parts for the same cannot be sourced from a reputable third party, PSU shall have the right to discontinue the provision of Maintenance Services in respect of such equipment by notifying the Customer in writing. PSU shall also have the right at all times during the term of this Agreement to inspect the Customer Equipment from time to time to ensure that the Maintenance Services can be properly provided in respect of the same.

5. Maintenance Charges

5.1 The Charges in respect of the Maintenance Services shall be as set out in the Sales Order.

5.2 PSU shall be entitled to review and increase the Maintenance Charges on the 1st January of each year of the term of this Agreement upon giving not less than 7 days' prior written notice of increase to the Customer.

5.3 The Customer shall pay all costs (at PSU's then prevailing rates) and expenses incurred by PSU for work carried out by PSU in connection with any fault which is not covered by this Agreement.

6. Customer Obligations

6.1 The Customer undertakes to PSU that throughout the term of this Agreement the Customer shall:

6.1.1 grant PSU such access to the Customer's premises and facilities as PSU may from time to time reasonably require in order to discharge its obligations hereunder;

6.1.2 notify PSU in writing prior to any changes to or relocation of any Customer Equipment. If, in PSU's reasonable opinion, such re-location of Customer Equipment materially impairs PSU's ability to service the same, then PSU may in its sole discretion, discontinue such maintenance. PSU may provide de-installation and re-installation services for the Customer and such services shall be subject to additional charges as shall be calculated on a time and materials basis at PSU's then prevailing rates;

6.1.3 take all reasonable precautions to protect the health and safety of PSU's employees, agents and sub-contractors while at the Customer's premises;

6.1.4 supply all documentation and similar information in its possession or under its control which is necessary for PSU to perform the Maintenance Services; and

6.1.5 take all reasonable care of the Customer Equipment and the Software by ensuring that (a) regular operator routines are performed in accordance with the manufacturer's recommendations, and (ii) the current release of all Software is used by the Customer and that all recommended patches and updates are properly installed within a reasonable time of them becoming available.

6.2 The Customer warrants that all Customer Equipment and Software are in an operating condition as at the date of this Agreement. Any known faults or malfunctions subsisting at the date of this Agreement must be notified to PSU and stated on the Sales Order. Failure to do so may result in the Customer incurring further charges in addition to the Charges at PSU's then prevailing rates in order to restore such Customer Equipment or Software to an operating condition.

7. PSU's Obligations

7.1 PSU undertakes to the Customer to perform the Maintenance Services with reasonable care and skill and within a reasonable time of being requested to do so by the Customer. PSU does not warrant that the Maintenance Services will cause the Customer Equipment and the Software to operate without interruption or be error free.

7.2 Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the performance by PSU of the Maintenance Services shall be excluded.

8 Intellectual Property

8.1 The Customer acknowledges that all Intellectual Property Rights in any Software shall belong to PSU, and unless otherwise agreed between the parties, PSU hereby grants to the Customer a perpetual, non-exclusive, royalty free licence to use the same. The Customer shall not be permitted to modify, adapt, reverse engineer, disassemble, decompile or copy such software or materials or to assign, sub-licence, transfer or permit any third party to use the same in any manner whatsoever without the prior written consent of PSU.

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PART C – LEAST COST ROUTING / LINE RENTAL / TELECOMS SERVICES

1 Additional Definitions

1.1 The following words shall have the following means:

“LCR / LR” means Least Cost Routing and/or Line Rental;

“LCR / LR Services” means routing the Customer’s outbound fixed-line telecommunications over the PSU LCR / LR service and network.

2 Duration

2.1 PSU shall provide the LCR / LR Services for the period set out in the Sales Order and any such extended period as the parties may agree from time to time. The Customer must subscribe for the LCR / LR Services for a minimum term of 12 consecutive months after which period such services may be terminated by either party giving to the other not less than 90 days written notice.

3 Provision of Least Cost Routing and/or Line Rental Services

3.1 In consideration of the Charges, PSU shall provide the LCR / LR Services on the terms set out in this Agreement.

3.2 PSU will use all reasonable endeavours to ensure that it will route all calls that can be routed via the LCR / LR Service, but cannot be held liable for (i) any charges incurred by the Customer if the Customer diverts its traffic to another provider or (ii) the actions of any third-party network providers or the Customer, deliberate or otherwise, resulting in calls routing over British Telecom (BT). PSU shall not be liable for any compensation to the Customer for any calls intended to route via the LCR / LR Service, but routed over BT due to whatever cause.

4 Autodialler Equipment

In the event that the Customer does not have LCR automatic dialling equipment and software (“LCR Equipment”), PSU will supply and maintain such equipment for the purpose of providing LCR Services and the Customer agrees to utilise such equipment on the following terms and conditions:

4.1 PSU shall deliver the LCR Equipment to the Customer. Any delivery date specified shall be treated as an estimate only and whilst PSU will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. PSU accepts no liability for failure to meet the delivery date.

4.2 PSU or its appointed agent shall install the LCR Equipment at the Customer’s site.

4.3 The LCR Equipment shall at all times remain the property of PSU and under no circumstances shall this be disputed by the Customer or any other third party.

4.4 The Customer shall be responsible for the LCR Equipment whilst it is in the Customer’s custody and shall indemnify PSU against any loss or damage to such equipment caused by the Customer’s negligence. The Customer shall not be responsible for any loss or damage to the LCR Equipment attributable to the wilful act, fault or omission of PSU, or as a result of its normal use. It shall be the responsibility of the Customer to notify PSU immediately of any loss or damage to the LCR Equipment that has occurred.

4.5 Upon notification of a fault, PSU shall use its reasonable endeavours, during PSU’s normal working hours, to attend to such fault PROVIDED THAT the fault has arisen from normal use of the LCR Equipment.

4.6 PSU will not be responsible for faults arising from:

4.6.1 the Customer’s negligence or default; or

4.6.2 any act or omission associated with any other telecommunications system not operated by PSU; or

4.6.3 any other cause beyond the reasonable control of PSU.

4.7 PSU shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Condition 4.6.

4.8 The Customer agrees not to carry out or procure the execution of any alterations, modifications, replacements, extensions, attachments, disconnection or reconnection and any other additions or otherwise after the LCR Equipment has been installed except with the prior written consent of PSU, which consent will not be unreasonably withheld. Any alterations or changes as aforesaid will, if appropriate, be executed by PSU.

4.9 PSU reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work, which in PSU’s reasonable opinion is considered unnecessary.

5 Call Management, Voice mail/Auto attendant, Internet Monitoring Software/Hardware

In the event that PSU agrees to supply and maintain call management, voicemail/auto attendant or internet monitoring software or hardware (the “Call Management Equipment”), the following terms and conditions shall apply:

5.1 PSU shall deliver the Call Management Equipment specified in the Sales Order to the Customer. Any delivery date specified shall be treated as an estimate only and whilst PSU will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and shall not be a term of this Agreement. PSU accepts no liability for failure to meet the delivery date.

5.2 PSU or its appointed agent shall install the Call Management Equipment at the Customer’s site. The Call Management Equipment shall at all times remain the property of PSU and under no circumstances shall this be disputed by the Customer or any other third party.

5.2.1 If the Customer terminates or unilaterally modifies in any material way all or part of the LCR Services provided under this Agreement, PSU has the right to disconnect and remove the Call Management Equipment by giving at least 5 days written notice to the Customer.

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- 5.2.2 PSU reserves the right to charge a one-off disconnection fee of £250.00 (plus VAT) per item of Call Management Equipment that is disconnected.
- 5.2.3 The Customer shall be responsible for the Call Management Equipment whilst it is in the Customer's custody and shall indemnify PSU against any loss or damage to the same caused due to any negligence, plus a one-off fee of £250.00 (plus VAT) as a compensation for the engineering time needed to install/reinstall the unit(s). The Customer shall not be responsible for any loss or damage to the Call Management Equipment attributable to the wilful act, fault or omission of PSU, or as a result of its normal use. It shall be the responsibility of the Customer to notify PSU immediately of any loss, damage or malfunction of the Call Management Equipment that may have occurred.
- 5.3 Upon notification of a fault, PSU shall use its reasonable endeavours, during PSU's normal working hours, to attend to such fault PROVIDED THAT the fault has arisen from normal use of the Call Management Equipment.
- 5.4 PSU will not be responsible for faults arising from:
- 5.4.1 the Customer's negligence or default; or
 - 5.4.2 any act or omission associated with other telecommunications system not operated by PSU; or
 - 5.4.3 any other cause beyond the reasonable control of PSU.
- 5.5 PSU shall have the right to charge the Customer in the event that the need for maintenance results from any of the events listed above in Clause 5.4.
- 5.6 The Customer agrees not to carry out or procure the execution of any alterations, modifications, replacements, extensions, attachments, additions or otherwise after the Call Management Equipment has been installed except with the prior written consent of PSU, which consent will not be unreasonably withheld. Any alterations or changes as aforesaid will, if appropriate, be executed by PSU.
- 5.7 PSU reserves the right to apply charges to the Customer for all costs incurred as a result of carrying out maintenance or repair work for which PSU is not directly responsible.

6 Customer's Obligations

- 6.1 The Customer undertakes to PSU that:
- 6.1.1 the LCR / LR Services will only be used in accordance with this Agreement;
 - 6.1.2 only the Customer shall use the LCR / LR Services and no other person shall be permitted to use the same; and
 - 6.1.3 upon termination of this Agreement, no attempt shall be made to make calls via the LCR / LR Services; and
 - 6.1.4 the Customer agrees to utilise the PSU LCR / LR Services exclusively, to the exclusion of all other LCR / LR providers, unless specified otherwise by PSU in writing; and
 - 6.1.5 the Customer agrees that, in the event of a breach of the Agreement by the Customer during the minimum period stated above, the Customer is liable for compensatory damages equivalent to PSU's profit based on the average monthly billing of the Customer for the same number of months as are remaining of such period at the time of the breach, notwithstanding any other costs PSU is entitled to recover.
- 6.2 The Customer agrees that during the term of this Agreement it shall:
- 6.2.1 provide access to all appropriate sites to PSU's personnel during the Customer's normal working hours to allow the removal, installation and maintenance of any of PSU's equipment, and ensure that such environment is safe and use all reasonable endeavours to ensure that the health and safety of PSU's personnel is protected;
 - 6.2.2 keep its telecommunications equipment in good working order and ensure that the equipment complies with all applicable standards and approvals to enable PSU to provide the LCR / LR Services;
 - 6.2.3 only use and connect telephones, ducting, cables, sockets and other equipment to the LCR / LR Services which have been approved in advance by PSU;
 - 6.2.4 inform PSU by giving one month's prior written notice of any premises relocation or change of telephone numbers on which the LCR / LR Services are registered;
- 6.3 The Customer undertakes to PSU that the LCR / LR Services shall not be used:
- 6.3.1 for the transmission of any material which is defamatory, offensive, abusive, obscene or menacing; or
 - 6.3.2 for the making of hoax calls; or
 - 6.3.3 for fraudulent purposes or in connection with a criminal offence; or
 - 6.3.4 otherwise in a manner which constitutes a violation or infringement of the rights of any other party.

PSU TERMS AND CONDITIONS OF TRADING

7 Charges

- 7.1 All Charges payable under this Agreement shall be calculated by reference to data recorded or logged by PSU and not by reference to data recorded or logged by the Customer.
- 7.2 PSU shall be entitled to levy a monthly rental fee for any LCR / LR or Call Management Equipment provided by PSU, as agreed with the Customer, either prior to or after the acceptance of the LCR / LR Service.
- 7.3 PSU shall be entitled to levy an installation fee for the LCR / LR or Call Management Equipment, which PSU may agree to waive, provided that the Customer does not terminate this Agreement within the minimum period as prescribed by PSU.
- 7.4 PSU shall be entitled to charge a one-off fee of up to £300.00 (plus VAT) for disconnection (inclusive of engineering cost if applicable), suspension or cancellation of the LCR / LR Services, if the Customer fails to give the contractual 90 day notice to PSU once any minimum period has expired for the termination or temporary suspension of the LCR / LR Services.

8 Use of the Service

The Customer undertakes to use the Service in accordance with such conditions as may be notified in writing to the Customer by PSU from time to time.

9 Provision of Information

The Customer undertakes to promptly provide PSU, free of charge, with all information and co-operation that PSU may reasonably require to enable it to proceed without interruption with the performance of its obligations under this Agreement.

10 Availability

PSU will use all reasonable endeavours to ensure that the LCR / LR Services are available for the use by the Customer in accordance with the service standards set out from time to time in PSU's service literature or on its website.

11 Termination

- 11.1 Without prejudice to its rights under the Agreement, PSU shall have the right to terminate this Agreement forthwith in the event that PSU's licence to operate the LCR / LR Services or its agreement with any network operator is revoked or expires.
- 11.2 PSU will not be responsible and/or liable for de-programming and/or removing LCR / LR Services or equipment and/or any other associated charges or costs. Such responsibilities and costs are solely the responsibility of the Customer and/or their new call routing provider.

12 Suspension of Service

PSU may at its sole discretion elect to suspend, and charge £50.00 (plus VAT) for subsequent re-connection, the provision of the LCR / LR Services until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that:

- 12.1 the Customer is in breach of any term of this Agreement, including but not limited to overdue payments; or
- 12.2 the Customer prevents or delays prearranged maintenance from being carried out; or
- 12.3 the Customer is suspected in PSU's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the LCR / LR Services; or
- 12.4 the Customer fails to comply with an order, instruction or request of any government, emergency service organisation or other competent authority in connection with the use of the LCR / LR Services.