

These Supplementary Terms shall govern the supply by TT Office Ltd (the “Company”) of the Network Services (as defined below), related Maintenance Services and Professional Services and shall be incorporated into the General Terms and Conditions (the “GTCs”).

1. DEFINITIONS

1.1 In these Supplementary Terms the following terms have the following meanings:

“Access Connection” means the access circuits as set out in the Order;
 “Access Line” means the telecommunications circuit which the Customer will be required to have and maintain at Premises in order to receive the Services;

“Additional Terms” means the additional terms and conditions that apply to the specific Network Services, such additional terms being incorporated into these Supplementary Terms;

“Carrier” means any supplier of telecommunications services or associated services utilised by Company to assist in the delivery of the Service;

“Charges” means the charges to be paid by the Customer to Company for provision of Service as set out in the Order;

“Equipment” means any equipment provided by Company or third party supplier on the Company’s behalf at the Premises in order to provide the Services, including but not limited to cabling and ducting comprised in the Company System;

“Network Services” means the data network as described in Specification provided by the Company or third party supplier on behalf of the Company;

“Company System” means the telecommunications network and system operated by Company or third party supplier on behalf of the Company in accordance with the General Conditions

“Company Technical Specification” means the Company technical specification for the Data Network and Other Equipment as provided on the Company Website, as amended by the Company from time to time;

“Other Equipment” means any equipment, not being Equipment, and which the Customer uses or plans to use in conjunction with the Services;

“Initial Period” means the initial minimum period in respect of each Service provided under these Supplementary Terms as specified on the Order, but which in any case shall be no less than 12 months unless otherwise expressly provided in the Order;

“Premises” means the premises of the Customer specified in the relevant Order;

“Service Commencement Date” means the date Company advises the Reseller that the Service is available;

“Service Levels” means the performance measurements specified in the Standards of Service;

“Services” means the Network Services (or where appropriate services or part of the service) to be provided by Company under an Order pursuant to these Supplementary Terms;

“Software” means any software included in the Services;

“Standards of Service” mean the standards of service document provided by the Company in writing for the provision and maintenance of the Services as amended from time to time. For the avoidance of doubt these do not form part of these Supplementary Terms; and

2. COMMENCEMENT

2.1 The Services shall come into effect on the Service Commencement Date or such later date as may be notified by the Company and shall continue for the Initial Period and thereafter until terminated in accordance with these Supplementary Terms or otherwise in accordance with the Agreement. The Initial Period shall be extended for subsequent 12 month periods except and until either party gives to the other not less than 3 months notice to terminate the Services, such notice expiring on the final day of the Initial Period and each subsequent anniversary of the same.

2.2 In the event that Company agrees to provide additional Services or change the Service (including without limitation upgrades or downgrades to the Service or moving the Service to other Premises) a new Initial Period shall apply in respect of each additional or changed Service.

3. SERVICE

3.1 Company shall provide the Services in accordance with the Specification.

3.2 Company shall provide the Service to the Customer in accordance with these Supplementary Terms and with the reasonable skill and care of a competent telecommunications service provider.

3.3 Company shall use all reasonable endeavours to (i) provide the Service by the Service Commencement Date and (ii) meet the Service Levels as set out in the Standards of Service document (if any).

3.4 Company may obtain telecommunication services from a Carrier in order to supply the Services under this Agreement. The Customer agrees to comply with the provisions of any Additional Terms notified to the Customer in respect of the specific Network Services.

3.5 The Company may change these Supplementary Terms at any time provided that such changes shall not unreasonably affect the

Service, and in the event that the Services are unreasonably affected the Customer shall have the right to terminate such services on one months’ written notice to the Company with no liability for either party.

3.6 Company shall be entitled to improve, modify, change (providing such modifications or changes do not materially alter the Service to the Customer’s detriment, and in the event that modifications or changes do materially alter the Service to the Customer’s detriment the Customer shall be able to terminate any Services on one months notice to Company without liability), test, maintain or repair the Services and any other services offered by it in relation thereto, and to interrupt the Services for such purposes without incurring any liability or obligation to the Customer. Company will give to the Customer as much notification of any interruption or material changes to the Services as practicable in the circumstances and will use all reasonable endeavours to disrupt the Services as little as practicable.

3.7 The acceptance by the Company of any Order for the Services shall be subject to site survey. In the event that the Company determines, acting reasonably, that the circumstances provided in 4.2(a) apply, the Company shall be entitled cancel the Order for the Services without penalty.

4. CHARGES

4.1 The Customer shall pay the Charges to Company in consideration of the Service, without any deduction, withholding or set-off whatsoever.

4.2 The Charges subject to survey prior to installation of the Service. Where, following such survey in order to meet the Customer’s requirements:

(a) Company reasonably considers it appropriate or necessary in the circumstances to provide the Service, wholly or in part, utilizing non-standard equipment, more expensive methods or additional work than it normally incurs; or

(b) at the Customer’s request, the Service is provided at greater expense by reason of the type of materials used, the length or manner of installation, than Company normally incurs;

then Company may in addition to (or instead of) the Charges set out in these Supplementary Terms, determine a supplementary rate of connection or rental charge or both to be payable in relation to the relevant Service.

4.3 Company shall inform the Customer of any supplementary charges payable in accordance with clause 5.2, and the Customer may, in a case where clause 5.2(a) applies cancel the relevant part of the Service by written notice to Company prior to commencement of the Installation Services or within 2 Working Days of notification of such supplementary charges, whichever date is earlier. In the event that the Customer cancels the Services as provided in this clause, the Customer shall pay the Company’s reasonable costs incurred in the performance of the Order prior to cancellation, such costs being chargeable at the T&M Rates.

4.4 The Charges for installation of the Service shall be invoiced on or shortly after the Service Commencement Date. The recurring Charges shall commence from the Service Commencement Date and shall be invoiced monthly in advance unless otherwise expressly provided in the Order.

4.5 Payment of the Charges shall be made by the Customer no later than 14 days after issue to the Customer (“the Due Date”) of such invoice by direct debit.

4.6 If Company carries out work in response to a fault in the Service reported by the Customer and following such work Company determines that (i) there is no fault found in the Service or (ii) the fault was due to an act or omission of the Customer, then Company shall be entitled to charge the Customer for any such work carried out at the T&M Rates.

4.7 The Customer shall not be entitled to any reduction in any of the Charges in the event that it does not use all or any part of the Service.

4.8 Save in the case of demonstrable error all Charges shall be calculated in accordance with data recorded or logged by, or on behalf of, Company.

4.9 Company shall be entitled to alter the Charges on serving one months’ written notice to the Customer from time to time.

5. CUSTOMER OBLIGATIONS

5.1 The Customer shall;

(a) ensure that any Other Equipment used in connection with the Services conforms to the Company Technical Specification;

(b) be responsible for providing all wiring and connectivity to any Equipment and Other Equipment;

- (c) be responsible for providing the Other Equipment and all infrastructure pursuant to Clause 3.7(c) prior to the Service Commencement Date;
- (d) confirm, in accordance with the Company's instructions, that the Other Equipment comply with the Company Technical Specification; save to the extent that the Company is responsible for any such Products and Services pursuant to the express provisions of an accepted Order.
- 5.2 Except as expressly provided by the Company pursuant to an accepted Order, the Customer shall be solely responsible for the provision of all Access Lines required in respect of the Services, all such Access Lines being required to comply with the provisions of the Company Technical Specification.
- 5.3 The Customer shall maintain or procure that there is maintained in force throughout the duration of this Agreement appropriate health and safety insurance to cover the number of Company employees working in any Premises, with a reputable insurance company and shall produce evidence of the existence of such insurance cover to Company upon demand.
- 5.4 The Customer shall be responsible for the repair and maintenance of any Other Equipment used in order to obtain or use the Service.
- 5.5 In order to allow Company to carry out its obligations under this Agreement and to inspect any Equipment, the Customer shall procure for Company employees and subcontractors access to any Premises at all reasonable times. The Customer shall provide a safe and suitable environment for such access visits.
- 5.6 The Customer shall :-
- (a) not use the Services, and shall not permit or allow others to use the Services;
- (i) in a manner that is contrary to any Laws;
- (ii) for any fraudulent, improper, immoral or unlawful purpose (including, but not limited to, to transmit, knowingly receive, store, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing or which infringes any Intellectual Property Rights of any third party; or
- (iii) in a manner which may damage the reputation of the Company or Services, or bring the Company or Services into disrepute;
- (b) comply with all codes of practice, procedures and directions as are established or adopted by the Company in relation to the Services;
- (c) not act or omit to act in any way which will place the Company in breach of any provisions of any licence, authorisations or Laws applicable to the Company and/or any Associate Company (as applicable) (including, but not limited to, the Wireless Telegraphy Act 2006 and the Communications Act 2003) and co-operate fully with the Company and any Associate Company to enable the Company to comply in full with all such licences, authorisations and Laws;
- (d) comply with the General Conditions as issued from time to time;
- (e) provide to the Company such information reasonably required by Company to fulfil its compliance obligations under any Laws;
- (f) inform the Company of any actual or suspected infringement of clause 6.2 of which the Customer is actually aware or ought reasonably to have been aware.
- 5.7 Except as specifically permitted by this Agreement or by mandatory laws, Customer will not directly or indirectly;
- (a) use any Confidential Information of the Company to create any computer software program or user documentation which is substantially similar to the Services;
- (b) reverse engineer, translate, disassemble, decompile, alter or otherwise attempt to derive the source code from any Software;
- (c) copy, manufacture, adapt, create, derivative works of, localise, port or otherwise modify any Software or other Confidential Information of the Company or grant any party a licence to engage in similar conduct.
- 5.8 Company reserves the right to disconnect any Other Equipment if the Customer does not fulfil its obligations under this clause 6 or if, in the opinion of Company such Other Equipment may cause the death or personal injury to any person or damage to property or materially impairs the quality of any telecommunications service provided by means of the Company System. In the event that Company requests the disconnection, the Customer shall immediately comply with such request.
- 6. EQUIPMENT**
- 6.1 Equipment shall at all times remain the property of Company or its third party supplier and form part of the System notwithstanding that it may be situated on the Premises or affixed thereto.
- 6.2 Notwithstanding Clause 7.1, the Customer shall be responsible for all loss, damage or destruction to the Equipment while it is situated on the Premises other than where such loss, damage or destruction is as a result of Company' act or omission. The Customer will notify Company immediately of any such loss or damage in particular (without prejudice to the generality of the foregoing) the Customer undertakes:
- (a) to keep the Equipment at the Premises and not to move it;
- (b) to comply with all instructions as Company may notify to the Customer relating to the Equipment;
- (c) not to cause the Equipment to be repaired or otherwise maintained except by an authorised representative of Company;
- (d) not to cause any attachments other than those approved for connections in accordance with the General Conditions in writing by Company or as otherwise to be fitted to the Equipment; and
- (e) not to attempt to sell, transfer, dispose of, let, mortgage or charge the Equipment or suffer any distress, seizure or execution to be levied against the Equipment or otherwise do anything prejudicial to Company or the owner's rights in the Equipment.
- 6.3 The Customer shall procure, at its own expense all permissions, licences, registrations and approvals necessary for Company to deliver, install and maintain the Equipment for the provision of the Services;
- 6.4 The Customer shall adequately insure Equipment situated on its premises or within its control and will provide written evidence of such insurance to Company on request.
- 6.5 The Customer shall at its own expense provide and maintain for the duration of any Order under these Supplementary Terms, a suitable environment, accommodation, facilities and electrical power supply in accordance with the relevant installation standards and regulations. Company shall not be responsible for any interruption or failure of the Services caused by a failure of such power supply;
- 6.6 Company shall attempt to comply with the Customer's reasonable requests in respect of installation of the Equipment but Company' decision on the routing of cables and wires and the positioning of outlets and the Equipment shall be final;
- 6.7 In respect of the installation of Access Connections, the Customer acknowledges that during the installation of the Service, the Access Lines may suffer a temporary loss of service, which shall be reinstated following installation and/or interference to any Other Equipment or services used in connection with the relevant Access Lines without any liability to Company.
- 6.8 The Customer shall refrain from altering, adjusting or interfering in any way with the Equipment unless Company has given its written consent save in the case of emergency and provided that the Customer advises Company forthwith thereafter of the emergency action taken and circumstances requiring it. The Customer shall indemnify Company against any loss Company may incur due to such action.
- 6.9 Company shall have the right to modify or replace the Equipment or any part thereof provided that such modification or replacement is carried out at Company' expense and does not materially impair the provision of the Services.
- 6.10 On request by Company, the Customer shall provide Company with information concerning the specifications and signalling of any Other Equipment and any other information Company reasonably requires in order to install Equipment and provide the Services.
- 6.11 The Customer shall permit, or procure permission for, Company and any persons authorised by Company, to have free and safe access to the Premises in order to inspect, install, repair, maintain replace or remove the Equipment during the currency of the relevant Order under these Supplementary Terms or for the purpose of removing the Equipment during the period of 3 months following its termination howsoever occasioned.
- 7. DATA PROTECTION**
- 7.1 The Services may involve the processing of Personal Data. Customer undertakes to process such Personal Data in accordance with applicable laws including the Data Protection Act 1998 (the "DPA") and if in the performance of the Services it becomes necessary for the Company to use such Personal Data, the Parties agree that the Company shall act as a Data Processor only and that Customer shall at all times remain Data Controller. For the purpose of this clause 7 the terms Data Controller, Data Subject, Data Processor, Data Protection Commissioner and Personal Data shall have the same meanings as defined in the DPA.
- 7.2 As a Data Processor, the Company shall use such Personal Data securely and put in place reasonable security procedures to protect against loss of or damage to such Personal Data and shall use such Personal Data in accordance with the reasonable instructions of Customer provided always that nothing in this clause shall prevent the Company from complying with any legal obligations to which it is subject, including the disclosure of any such Personal Data to any relevant authorities.
- 7.3 Where a Data Subject exercises his or her rights under the DPA in respect of Personal Data processed by the Company on behalf of the Customer or where the Customer is required to deal or comply with any assessment enquiry, notice or investigation by the Data Protection Commissioner then the Company will cooperate as requested by the Customer to enable the Customer to comply with all of its obligations which arise as a result of the exercise of such rights or as a result of such assessment, enquiry notice or investigations
- 8. LIABILITY**

- 8.1 The Customer shall indemnify and keep indemnified the Company against any loss or damage, or claims made by any third party including associated costs, damages or legal expenses arising as a consequence of any wilful or negligent act or omission of the Customer in relation to these Supplementary Terms or the Customer's use of the Service in breach of the provisions of this Agreement, including but not limited to infringement of any legislation, regulation or any intellectual property right of any kind.
- 8.2 Except as expressly set out in these Supplementary Terms Company provides no warranties, conditions, terms or undertakings as to the description or quality of the Service, including without limitation non-infringement of third party rights, satisfactory quality, or fitness for any particular purpose, and all warranties, conditions, terms or undertakings implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.
- 8.3 Company shall not be liable for failure to meet the Service Commencement Date(s) or any provisioning lead times indicated in the Standards of Service provided that Company has made reasonable endeavours to meet such timescales.
- 8.4 Payments of any service credits provided in the Standards of Service are in full satisfaction of the Customer's respective claims and constitute the Customer's sole and exclusive remedy for Company's failure to achieve the specified Service Levels set out in the Standards of Service.

9. TERMINATION AND SUSPENSION

- 9.1 Without prejudice to the right to terminate the Services or Agreement contained elsewhere in the Agreement, Company shall be entitled to terminate the Services provided under any Order without liability by serving written notice on the Customer:
- (a) on reasonable notice if Company or its third party suppliers no longer operates or provides any or all of the Services or intends to cease operating any or all of the Services or providing any or all of the Services in the immediate future;
 - (b) with immediate effect, or after any period that Company specifies if such action is reasonable required to comply with any Laws.
- 9.2 Without prejudice to its other rights, the Company may at its sole discretion elect to suspend provision of the Services immediately until further notice if:
- (a) it is entitled to terminate the Services; or
 - (b) the Customer fails to comply with the provisions of the Agreement; or
 - (c) such suspension is reasonably required by the Company in order to comply with any Laws; or
 - (d) the suspension of the Service is required for operational reasons such as maintenance or upgrades or because of an emergency.
- 9.3 The Customer shall reimburse Company in respect of all costs and expenses incurred in carrying out such suspension and recommencing the provision of Services thereafter save where the suspension is required as a result of any breach of this Agreement by Company.

10. CONSEQUENCES OF TERMINATION

- 10.1 If this Agreement or any Services provided pursuant to an Order under these Supplementary Terms is terminated prior to the end of any Initial Period for any reason, other than the fault or negligence of Company the Customer shall forthwith pay to Company:
- (a) all arrears of Charges as at the date of termination; and
 - (b) all other Charges payable under these Supplementary Terms for any unexpired part of the Initial Period or other agreed minimum period including the required notice period, or such other cancellation fee as may be specified in the Price List or Order.