

SCHEDULE FIFTEEN

TPS AS A SERVICE

1. INTERPRETATION AND DEFINITIONS

Words and expressions in this Schedule shall have the meaning given in the TSA, except as shown below:

“Calls”	Any unsolicited call for direct marketing purposes using a public electronic communications service (other than automated calling systems) including but not limited to the use of Voice Over Internet Protocol (and “direct marketing purposes” shall be as construed in accordance with the ICO’s direct marketing code of practice, as updated from time to time).
“Commencement date”	The date when the customer and Magrathea agree to the Service starting.
“Customer”	Magrathea customer; consumer of the Service.
“Declaration Form”	The form Magrathea must complete to report use of TPS on a monthly basis about calls End-Users have made.
“End Users”	A person or entity, making a Call the users of the Magrathea TPS Service.
“ICO”	Information Commissioners Office
“Minimum Term”	3 months from the signing of Schedule 15
“Monthly Fee”	The fee paid monthly by the client, as published by Magrathea from time to time
“Service”	The Service provided under this schedule
“TSA”	the Telecommunications Service Agreement made between the Parties;

“TPS”

An extensive list of consumers, sole traders & partnerships within the UK who have registered their wish not to receive unsolicited direct marketing calls.

2. DESCRIPTION OF SERVICE

2.1 Magrathea shall enable the Customer to make use of the TPS, as provided and updated by the ICO to block access of End Users to make Calls.

3. COMMENCEMENT AND DURATION

3.1 In addition and subject to, the provisions of Clause 6 of the TSA (“Suspension and Termination”), the Service will have a Commencement date and shall continue until the Customer gives 3 months’ written notice to terminate, expiring at or after the end of the Minimum Term.

4. OBLIGATIONS OF BOTH PARTIES

4.1 Magrathea will provide the identity of any Customer to TPS in advance of commencing their use of this Service and the Customer will give consent for this information to be provided.

4.2 The Customer authorises Magrathea to share the required identity details to TPS.

4.3 Magrathea will make monthly reports via the Declaration Form to TPS of the date, company name, volume processed, volume matched and the TPS flag of calls blocked.

4.4 Neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the acts, defaults or omissions of suppliers or sub-contractors or strike, lockout or other form of industrial action (an “Event of Force Majeure”). The party affected by an Event of Force Majeure shall immediately give the other party written notification of the nature and extent of the Event of Force Majeure and the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable

5. CHARGES AND PAYMENT

5.1 The Customer shall pay Magrathea the Monthly Fee in arrears.

5.2 Magrathea may at any time vary the Monthly Fee detailed in the Price List, see Appendix One, but shall give the Customer 30 days' written notice of such change.

5.4 In exceptional circumstances and with the agreement of the Customer on a case by case basis Magrathea may introduce a price change with immediate effect.

6. SUSPENSION & TERMINATION

6.1 In addition to the provisions set out in Clause 6 of the TSA, Magrathea may suspend or terminate this Service if it is withdrawn by TPS, or if there is any change of any terms of use by TPS or the ICO which might prevent Magrathea from continuing to offer this Service.

7. DATA PROTECTION & RETENTION

7.1 The Customer acknowledges that, notwithstanding the provisions of Clause 9 (Confidentiality) of the TSA and the Annex to the TSA:

Magrathea will comply with its obligations of being a licensee of TPS and any other relevant legislation to retain certain customer data and disclose such data to the relevant authorities upon request.

8. THIS SCHEDULE TO PREVAIL

8.1 If there is any inconsistency between the provisions of this Schedule and the TSA, the provisions of this Schedule shall prevail.

Customer Signature:

Magrathea Signature:

Name:

Name:

Title:

Title:

Company Name:

Date:

Date:

Appendix One: TPS price list

Service	Price
Monthly Fee	£150.00