

VOIP TERMS

The following additional terms and conditions apply to the provision of VOIP Services

1. DEFINITIONS

In the VOIP Terms, in addition to those terms and conditions defined in the General Conditions, the Mobile Terms, the Mobile Equipment Terms and the Broadband Terms the following terms and expression apply:

TERM/EXPRESSION	MEANING
Broadband	means an asymmetric or symmetric digital subscriber line (ADSL or SDSL);
Customer Equipment	means any telecommunications apparatus or system owned, controlled or housed by the Customer, excluding Service Equipment;
Customer's Premises	means the Customer's premises the address of which is set out in the Commercial Schedule;
IP Centrex Service	means a centrally hosted service for the provision of voice communications over IP networks;
Service Equipment	means equipment (including but not limited to any data collection and call routing devices, routers, switches, handsets and other telecommunications equipment) which Company (or a third party on Company's behalf) may from time to time deliver to and / or install at the Customer's Premises for the purposes of providing the VOIP Service, as specified in the Commercial Schedule;
Software	means the VoIP application software used by Company (or a third party on Company's behalf) to provide the IP Centrex Service; and
VOIP Service	means the IP Centrex Service, an internet portal account through which the VOIP Service can be controlled online, and any other services which the Customer requested from Company as specified in the Commercial Schedule (including supply, delivery and installation of Service Equipment, training and Broadband connectivity).

THE SERVICE

- (a) The Company shall respond to any reported fault with the VOIP Service as soon as reasonably practicable during the Company's normal working hours and will use all reasonable endeavours to correct any fault within the Company's control.
- (b) The Company will use all reasonable endeavours to ensure the security of the VOIP Service but the Customer should be aware that there is always a risk of security being breached for reasons beyond the control of the Company, where for instance the VOIP Service is provided through a third party network.
- (c) The Company will use reasonable endeavours to maintain, but does not guarantee, constant access to the internet portal account and the Company shall not be liable for any losses caused by any restrictions in such access.

SOFTWARE

- (a) The Company grants the Customer a non-exclusive, non-transferable licence to use the Software for the term of the Agreement solely in connection with the use of the VOIP Service.
- (b) All intellectual property rights in the Software and the VOIP Service and any associated documentation made available to the Customer under the Agreement shall remain the property of the Company or its licensors.

BROADBAND

- (a) In order to use the VOIP Service, it is the Customer's responsibility to procure at its cost a Broadband connection, either through the Company or through a supplier approved by the Company.
- (b) Where Broadband is supplied by a third party, then the Company does not assume any liability or responsibility for the third party Broadband service.
- (c) The Customer acknowledges that VOIP Service call quality depends on both the specification and availability of the Broadband service to which the Customer is connected and also on the IP or telecommunications network to which the person being called is connected.

IMPLEMENTATION

- (a) The Company or its appointed agent will deliver and install the Service Equipment at the Customer's Premises. The Company will use all reasonable endeavours to deliver and install the Service Equipment by such date as it may have advised to the Customer. However, any delivery date given is an estimate only and the Company accepts no liability for any delay in delivery however caused.
- (b) Risk in the Service Equipment shall pass to the Customer on delivery to the Customer's Premises. The Customer will be liable for any loss or damage to the Service Equipment except where caused by the Company or anyone acting on the Company's behalf.
- (c) Where the Customer is purchasing the Service Equipment from the Company the Service Equipment will at all times remain the property of the Company until such time as the Customer has paid the Company for the Service Equipment in full.
- (d) Where the Service Equipment is supplied to the Customer by a third party on a hire or hire purchase basis, then the Customer shall enter into, and observe and comply with the terms of, a separate hire or hire purchase agreement with that third party.
- (e) Unless or until title to the Service Equipment passes to the Customer, the Customer shall not:
 - i) add to, modify or in any way interfere with the Service Equipment, nor allow anyone other than the Company or someone authorised by the Company to do so;
 - ii) move the Service Equipment from the Customer's Premises without the prior written consent of the Company.

NUMBER PORTING

- (a) Where access to the VOIP Service is facilitated through BT number porting, the Customer authorises the Company (or someone authorised by the Company) to have the numbers from the BT lines listed in the Commercial Schedule (or as otherwise agreed between the Company and the Customer) routed by the Company (or someone authorised by the Company) instead of BT and to forward appropriate details of the Customer's porting application for the VOIP Service to the Company (or someone authorised by the Company). The Customer will receive advance notification of the change of service from BT to the Company (or someone authorised by the Company). The Company's (or someone authorised by the Company) ability to provide the VOIP Service is subject to BT porting the numbers.
- (b) In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for

numbers that are required to be ported to the Company. This may result in loss of service for a period of up to 15 days.

- (c) The Customer shall pay to the Company an administration fee of £10 plus VAT per number ported.

USE OF THE SERVICE

- (a) The Customer will ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for connection to the telecommunications network. The Customer will not do anything that may damage or affect the operation of the telecommunications network.
- (b) If the VOIP Service is to be used to carry alarm signals, then the Company will not accept responsibility for lack of VOIP Service or failure to deliver an alarm signal due to a) the network going down; b) suspension of the Customer's account or c) reasons outside the Company's reasonable control including but not limited to any technical failure of the network; because the network is being tested, modified or maintained or if access to the network is denied.
- (c) The Company will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the VOIP Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with the Company or any Service Equipment.
- (d) The Customer shall not sub-license, re-sell or offer in any manner, to a third party, the Service or use of or access to the VOIP Service, whether for commercial gain or otherwise.
- (e) Where a Customer terminating telephone number (an **A number**) is being presented:
 - i) The Customer shall ensure that such A Number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question or that the Customer has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;
 - ii) The Customer shall ensure that at all relevant times such A Number is in use and shall notify the Company if at any time such A Number is not connected to a terminal or is not capable of receiving calls;
 - iii) The Company has the right to suspend/withdraw use of the service if it is subsequently found that the Customer is in breach of this paragraph 7 and the Customer hereby indemnifies the Company against any and all losses or claims arising howsoever as a result of any such breach.
- (f) The Customer acknowledges that the VOIP Service supports 999/112 public emergency calls but that connections to national emergency call handling agents may not be possible in the event of a service outage caused by loss of Customers' connectivity to the internet for whatever reason. In such circumstances Customers' should use their PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customers' location and telephone number so this information should be stated promptly and clearly by the Customers when making such a call.
- (g) The Customer acknowledges that the VOIP Service constitutes a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not a full public service.

CHARGES AND PAYMENT

- (a) The Customer shall pay to the Company the Charges in respect of the VOIP Service as specified in the Commercial Schedule. Unless otherwise stated in the Commercial Schedule all time based Charges in relation to the VOIP Service shall be deemed to commence one day after the despatch, by the Company or on the Company's behalf, of the Service Equipment to the Customer.
- (b) In addition, the Customer shall pay to the Company all charges relating to calls made through the VOIP Service as are set out in the Company's Price List as in force from time to time (a copy of which is available on request).

- (c) The Company may increase the charges in respect of the VOIP Service and/or the charges relating to calls made through the VOIP Service upon seven days' written notice to the Customer in the event that any change in applicable laws or regulations results in additional costs being incurred by the Company or incurred by any of the Company's suppliers and passed on to the Company.

DISCLAIMERS

- (a) Save for the warranties and conditions expressly set out in the Agreement, the Company gives no warranty or condition regarding the VOIP Service and specifically the Company:
 - i) expressly disclaims all conditions and warranties of any kind, whether express or implied, including but not limited to the implied conditions and warranties of satisfactory quality, fitness for a particular purpose, reasonable care and skill and non-infringement; and
 - ii) gives no condition or warranty that the VOIP Service will meet the Customer's requirements, will be uninterrupted or timely, will be secure or error free or that defects in the VOIP Service will be corrected.

LIABILITY

- (a) This clause sets out the Company's total liability to the Customer if the VOIP Service is not available for a continuous period of 12 hours or more in any one day and that unavailability is attributable entirely due to the fault of the Company. In such an event the Company's total liability will be limited to the sum of 5% of the charges relating to VOIP Services incurred in the average month for the previous quarter. Such liability will be paid as a credit against the next invoice.
 - (b) The Company's aggregate liability to the Customer under or in connection with the Agreement (whether in contract, tort or otherwise including any liability in negligence) in respect of all causes of action arising in a calendar year will not exceed 60% of the total Charges paid or payable by the Customer for the VOIP Service in such calendar year.
 - (c) The Company's obligations and responsibilities under this VOIP Service Schedule are solely to the Customer and not to any third party and the Customer will keep harmless and will indemnify the Company, its officers, employees and agents against any liabilities or costs arising from any and all claims by any third party in connection with the use of the VOIP Service or any defect in or failure of the VOIP Service.
 - (d) In the event of any failure in the VOIP Service, the Company will not be liable to the Customer for any charges incurred by the Customer should the Customer direct its traffic to another service provider.
 - (e) The Company shall not be liable for any losses whatsoever, including unavailability of VOIP Services, arising from use of Customer Equipment or any equipment other than the Service Equipment.
 - (f) The Company's liability for any malfunction of the Service Equipment which is in the Company's reasonable opinion attributable to a fault in the configuration work, shall be limited to the obligation to remedy the fault as soon as reasonably practicable.
 - (g) The Company's liability for any malfunction of the VOIP Service which is in the Company's reasonable opinion attributable to the Service Equipment, shall be limited to the obligation to:
 - i) use reasonable endeavours to pass on the benefit of any manufacturer's warranty with respect to the Service Equipment;
 - ii) use reasonable endeavours, if so requested, to obtain for the Customer replacement Service Equipment, provided that it will be entitled to recover from the Customer all costs it incurs in doing so, regardless as to the reason for the malfunction; and
 - iii) if replacement equipment is purchased by the Customer, the Company shall procure that it is correctly configured without charge.
- #### SUSPENSION OF VOIP SERVICE
- (a) The Company may at its sole discretion suspend with immediate effect the provision of the VOIP Service until further notice without liability or

compensation to the Customer on notifying the Customer either orally (confirming the same in writing) or in writing in the event that:

- i) the Customer is in breach of any term of this VOIP Service Schedule;
- ii) the Customer prevents or delays any prearranged maintenance from being carried out;
- iii) the Customer is suspected, in the Company's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the VOIP Service;
- iv) the Company is obliged to do so in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority.
- v) If the Company suspends the VOIP Service under this VOIP Service Schedule then Customer will reimburse any costs and expenses reasonably incurred as a result of such suspension and/or the services being reinstated.

TERMINATION

- (a) On termination of the VOIP Service Schedule (however occurring):
 - i) the Licence granted under clause (a) will terminate with immediate effect;
 - ii) the Customer will allow the Company or any third party authorised by the Company prompt access to the Customer's Premises to remove any Service Equipment;
 - iii) where this VOIP Service Schedule is terminated before the end of the Minimum Term or Renewal Period (as relevant) other than for breach by the Company, the Customer will be responsible for the cost of de-installation and collection of the Service Equipment by the Company and will pay the Company £200 for the de-installation of each item forming part of the Service Equipment; and
 - iv) any consequential reprogramming of the Customer Equipment will be the Customer's responsibility and at the Customer's cost.