

## SCHEDULE 3.4 – VOIP SERVICES

### **PART A**

#### **1. APPLICATION**

- 1.1 This schedule, which contains a description of the VoIP Services form part of the Agreement entered into between the Parties for the provision of the VoIP Services.
- 1.2 Part A shall apply to all Customers who purchase the VoIP Services. Part B shall apply to those Customers who purchase the VoIP Services on a Post-Payment basis and Part C, to those Customers who purchase the VoIP Services on a Pre-Payment basis.
- 1.3 Definitions and interpretations that are specific to this Schedule 3.4 are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

#### **2. SERVICE DESCRIPTION**

- 2.1 Where stated in the Order, the Supplier will provide the Customer with the following:
  - 2.1.1 a connection between the Customer's PBX and the Supplier's VoIP network which enables the Customer to make and receive calls through the Supplier's network using the Customer's own PBX ("**SIP Trunk**"); and /or
  - 2.1.2 a VoIP call forwarding service which forwards calls over the internet from the Customer's telephone number to a landline or mobile telephone number of the Customer, and which can be registered to either a physical handset or the TTNC Softphone App ("**VoIP User**")  
hereinafter defined collectively as "**VoIP Services**".
- 2.2 The provision of a physical handset or device is not included in the VoIP User Service. Where the Supplier provides the Customer with a handset or other Hardware pursuant to an Order, the General Conditions shall apply. The VoIP User Service includes the provision of the TTNC Softphone App.
- 2.3 The Customer may purchase additional features to facilitate the management of the VoIP Services, which are separately chargeable in accordance with the Supplier's current Tariff and as set forth in the applicable Order and hereinafter defined as "**Additional Services**".
- 2.4 The Supplier will provide and manage the VoIP Services as set out in paragraph 4 of this Schedule and as set out in the Order, up to the Customer's PBX or alternative hardware where such hardware was not purchased from the Supplier "**VoIP Support Boundary**".
- 2.5 The Supplier has no responsibility for the VoIP Services outside of the VoIP Support Boundary.
- 2.6 The Supplier makes no representations, whether expressed or implied, about whether the VoIP Services will operate in combination with any Customer Equipment or other equipment and software.

#### **3. CUSTOMER OBLIGATIONS**

- 3.1 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall:
  - 3.1.1 confirm that telephone numbers to be taken over by the Supplier are free from rights of third parties which restrict such takeover;
  - 3.1.2 confirm that the information provided by the Customer to the Supplier is correct and complete;
  - 3.1.3 notify the Supplier of any changes in respect of the data provided by the Customer. This includes but is not

limited to the Customer's name and address as well as email, telephone and fax numbers of the Customer's service contact;

- 3.1.4 not use the VoIP Service to transmit any content in breach of Applicable Law;
  - 3.1.5 ensure that the VoIP Services are not used either by the Customer (including the Authorised Users) or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of the Supplier or any third party;
  - 3.1.6 comply with all Applicable Laws and all reasonable instructions from the Supplier in relation to the Customer's use of the VoIP Service;
  - 3.1.7 keep any passwords provided by the Supplier to access the VoIP Service strictly confidential and shall promptly notify the Supplier if it becomes aware any unauthorised third party becomes aware of such password;
  - 3.1.8 inform employees and members of staff that calls to Emergency Services are not available during power cuts and network outages;
  - 3.1.9 inform the Supplier of any changes to any Site(s) address and/or access details stored in MyTTNC and ensure that this information is up to date; and
  - 3.1.10 check voice mail messages at regular intervals. Recordings shall be automatically deleted after thirty (31) days.
- 3.2 The Customer acknowledges and accepts that a failure to comply with paragraph 3.1.9 will result in incorrect address information being made available to Emergency Services and consequently may mean that Emergency Services are unable to locate the Customer and/or its Authorised User(s).
  - 3.2 If as a result of the Customer's negligence or default a third party obtains any password supplied to the Customer, the Customer shall be liable for all charges incurred as a result of any one of the Service using such password.
  - 3.3 In the case of a serious breach of the obligations under this Schedule 3.4 by the Customer or if the Customer fails to prevent a security breach by a third party (having been warned by the Supplier within a reasonable period of time about such security risk) the Supplier shall be entitled to terminate this Agreement in accordance with paragraph 4.23.
- #### **4. SERVICE CONDITIONS**
- ##### **ASSOCIATED SERVICES**
- 4.1 The Customer shall have the following services in place that will connect to and/or are necessary for the VoIP Services to function and meet the minimum technical requirements applicable to the Customer's use of the VOIP Services:
    - 4.1.1 a TTNC telephone number;
    - 4.1.2 a suitable PBX and a SIP Gateway if the PBX is not an IP enabled PBX;
    - 4.1.3 a suitable LAN infrastructure;
    - 4.1.4 a suitably enabled Access Service;
    - 4.1.5 a business broadband Hub; and
    - 4.1.6 IP Hardwareeach an "**Enabling Service**".
  - 4.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any alternative or

## SCHEDULE 3.4 – VOIP SERVICES

- peripheral equipment. Failure to do so may impact on continuity of Calls to Emergency Services in the event of a mains power failure.
- 4.3 The Customer must not attempt to circumvent any security measures relating to the Services without the Supplier's permission.
- 4.4 The SIP Gateway will not work in the event of a failure of the mains power or Access Service (or both) at the Site.
- 4.5 The Customer shall prepare and maintain the Site(s) for the supply of the VoIP Services, including but not limited to the following:
- 4.5.1 ensure that the Enabling Services are in place, except where the Supplier is responsible for installing the Enabling Services as specifically detailed in the Order;
- 4.5.2 ensure that the Customer Network is prepared for the installation of the VoIP Service by ensuring that it is fully configured in accordance with the Supplier's technical specifications;
- 4.5.3 permit the Supplier and any other person authorised by the Supplier to have reasonable access to the Site and Equipment, and provide such reasonable assistance as the Supplier requests;
- 4.5.4 take all reasonable steps to protect the health and safety of the Supplier's personnel whilst on Site(s) and the Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at the Site(s); and
- 4.5.5 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the VoIP Services and associated Equipment at such points and with such connections as the Supplier specifies.
- 4.6 For the avoidance of doubt, the Supplier shall not be liable for the non-availability of the VoIP Services caused by any inability for the Supplier to install the VoIP Service as a result of the Customer's failure to meet its obligations under paragraph 4.5 above and the Supplier reserves the right to recover any costs and expenses incurred by the Supplier as a result of such failure.
- 4.7 If the Supplier, is not able to configure the VoIP Service due to the Customer Network not being ready to connect to the VoIP Service or attends the Site(s) and discovers that the Enabling Services are not available and additional works are required, then the Customer shall be liable to the Supplier for any costs and expenses which the Supplier incurs as a result of any cancelled or rescheduled visit.
- 4.8 Where Enabling Services are undertaken by the Supplier as set forth in the Order, to ensure that the Customer Network is ready for the installation of the VoIP Service, the Customer shall be responsible for all costs and expenses incurred by the Supplier.
- INTERNET CONNECTION**
- 4.9 In order to use the VoIP Service, the Customer shall procure, at its own cost, a reliable business-grade Internet Connection either through the Supplier (any such internet connectivity provided by the Supplier shall be subject to separate terms and conditions) or through an alternative supplier which must be approved by the Supplier prior to ordering the VoIP Service). The Internet Connection must be configured in accordance with the Supplier's Guide.
- 4.10 Where the Internet Connection is supplied by a third party the Supplier does not assume any liability or responsibility for that
- third-party internet connectivity and/or any associated Service Levels.
- 4.11 The Customer acknowledges and agrees that the call quality provided over the VoIP Services depends on: (i) both the specifications and availability of the Internet Connection to which the Customer is connected, and; (ii) the telecommunications network to which the person on the other end of the call is connected. The Supplier shall not be liable for calls of an unsatisfactory quality connection caused as a result of points (i) or (ii) above.
- 4.12 The Customer acknowledges and agrees that VoIP Service may cease if there is a power cut or power failure, or a failure of the Access Service on which the VoIP Service relies and in the event of a power failure it is the Customer's responsibility to ensure that they have the means to make Calls to Emergency Services.
- 4.13 Where the Customer uses VoIP Services and the Customer moves location, it is the Customer's responsibility to update address details either using MyTTNC or by notifying the Supplier of any change in address where the relevant equipment will be housed so that the information can be supplied to Emergency Services.
- 4.14 Where the Supplier makes available Software for the Customer to use with the VoIP Service and/or the Additional Services, including but not limited to the TTNC Softphone App, the Customer will be required to enter into an Authorised User licence agreement in the form set out at any web-link or other location that the Supplier or the Software supplier may notify the Customer, as may be amended or supplemented from time to time ("EULA").
- 4.15 By accepting the terms of the EULA, the Customer agrees to observe and comply with it for any and all use of the VoIP Service. If the Customer does not comply with the EULA, the Supplier may restrict or suspend the VoIP Service and/or Additional Services upon reasonable notice.
- 4.16 The Customer will allow installs of new versions of any Third-Party Software and shall ensure the VoIP Services and/or the Additional Services comply with relevant specifications of any third-party design documentation which will be provided to the Supplier from time to time.
- AUTHORISED USERS**
- 4.17 In relation to the VoIP User Service the Customer confirms that:
- 4.17.1 the maximum number of Authorised Users authorised to access and use the VoIP User Service and Documentation shall not exceed the number of VoIP User Subscriptions the Customer has purchased from time to time;
- 4.17.2 it will not allow any VoIP User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 4.17.3 each Authorised User shall keep a secure password for their use of the VoIP User Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential; and
- 4.17.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier

## SCHEDULE 3.4 – VOIP SERVICES

within ten (10) Working Days of the Supplier's written request at any time.

- 4.18 The Supplier reserves the right to audit the Supplier's use of the VoIP Services to ensure that the Customer is complying with the terms of this Agreement. If the audit reveals that the Customer has not used the Services in accordance with this Agreement then the Supplier shall be entitled to (i) invoice the Customer for any such access that exceeds the limits provided by the Supplier to the Customer and (ii) if the Customer's misuse is such that it amounts to a material breach of this Agreement, terminate pursuant to Clause 8.1.1 of the General Conditions. In the event that any audit reveals any use in breach of the terms of this Agreement or any instructions provided to the Customer, the Customer will pay for all costs incurred in connection with and as a result of such audit.

### NUMBER PORTING

- 4.19 Where access to the VoIP Service is facilitated through number porting from a current supplier (the "Ported Number") (e.g. BT), the Customer authorises the Supplier to (i) have the numbers from the current supplier listed in the appendices of the Order Form; (ii) have the Ported Number routed by the Supplier instead of the current supplier and; (iii) to forward appropriate details of the Customer's porting application for the VoIP Service to the Supplier.
- 4.20 The Customer will receive advance notification of the change of supplier of the Ported Number from the current supplier to the Supplier. The Supplier's ability to provide the VoIP Service is subject to the current supplier porting the Ported Number to the Supplier. The Supplier shall not be liable if there are any issues with the availability, suitability or any other issue with the VoIP Service caused by a failure to transfer unless such failure is due to the Supplier's error or omission.
- 4.21 The Customer understands and accepts that all services linked to the original number will be automatically terminated upon completion of the number porting including, but not limited to broadband service, Redcare Alarm, Fax, PDQ & Franking machines and monitoring services such as alarms and utility meters. Other services such as, but not limited to, 1571/Call Minder, Call Barring and Call Diversion will also be ceased. Any messages left via the 1571/Call Minder service will be lost. The Customer must arrange at its own cost availability of such services from other suppliers or over other lines and numbers. Failure to do so will result in disruption to the Customer's business and the Supplier shall not take any responsibility for service loss as result of number porting.
- 4.22 The Customer shall cover any potential contract termination charges which may arise from the termination of the Customer's contract with its existing supplier.
- 4.23 The Customer accepts that Number Porting is governed by regulation and is managed by multiple carriers and telecommunications operators and as a result the Supplier has no control over the duration nor outcome of the process. The Supplier shall not be held liable in any way for any Number Porting related issues, faults or errors howsoever caused.
- 4.24 The Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions and export. Charges are as per the Supplier's current Tariffs.
- 4.25 From time to time and during the process of switching suppliers as per paragraph 3.11, the Supplier may port the Customer's telephone number(s) between its upstream suppliers as a general internal practice. The Supplier shall not

be required to notify the Customer of this internal network change nor seek the Customer's consent.

- 4.26 On contract termination, any telephone numbers still required by the Customer that are listed under this Agreement must be ported from the Supplier no later than the date of termination. After this date any remaining numbers will be de-activated, removed from MyTTNC and will no longer be available for porting.

### SERVICE FAULTS

- 4.27 The Supplier shall provide and manage the VoIP Services in accordance with <https://www.tnc.co.uk/about-us/technical-support>, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.

## 5. NETWORK SERVICES AND AVAILABILITY

- 5.1 The Customer acknowledges that the VoIP Services are internet-based services and, consequently, those VoIP Services will only function if there is a suitable Internet Connection to support the VoIP Services enabling them to do so.
- 5.2 In accordance with clause 5.1, the Customer shall ensure that it has access to a functioning and suitable Internet Connection to support the VoIP Services.
- 5.3 The Customer acknowledges that the VoIP Services will not be available in the event of a power cut affecting any Site(s) that the Customer installs the VoIP Services, and the Customer will not be able to make any calls during any such power cut. The Supplier shall have no liability for loss of Service that occurs as a result of a power cut at the Site(s) in which the VoIP Services are installed.
- 5.4 The Customer acknowledges that any change in the configuration of the voice and data components of the Services can adversely affect the ability to make calls. The Customer shall not therefore make any changes to the configuration of the voice and data components of the Services unless the Customer has been provided with consent to do so by the Supplier.
- 5.5 In the event that the Customer is provided with consent and access to the Service in order to make changes to its configuration the Customer shall be liable for any changes that it makes to the Services and the Supplier shall not be liable for any adverse effects suffered as a result of the Customer's configuration of the Services. Any work carried out by the Supplier to rectify the Services following such configuration by the Customer shall incur a charge from the Supplier based on the time and materials taken to remedy such issue.
- 5.6 The Supplier will not make any changes to the configuration of the voice and data components of the Services which has an adverse effect on the Customer's ability to make calls without first notifying the Customer of the potential adverse impact and obtaining the Customer's prior consent to such change;
- 5.7 If the Service is to be used to carry Alarm Signals, then the Supplier shall not be liable in the event that the Customer is unable to deliver an Alarm Signal due to:
- 5.7.1 network failure;
  - 5.7.2 suspension of the Customer's account for the reasons set out in this Agreement, or;
  - 5.7.3 any reason outside the Supplier's reasonable control including but not limited to any technical issues within the network (for example the network is being tested, modified or maintained or access to the network is denied) or the Internet Connection.

## SCHEDULE 3.4 – VOIP SERVICES

- 5.8 The Customer must register the VoIP Services at the Site(s) at which the Customer intends to use them. If the Customer intends to use the VoIP Service from multiple Site(s), then the Customer must update the Supplier each time a new location is added. If the Customer does not notify the Supplier of the updated Site(s), the Customer acknowledges that the Services may not be able to make calls including, for the avoidance of doubt, calls to Emergency Services.
- 6. EMERGENCY CALLS**
- 6.1 The Customer acknowledges that the Services will not be available for calls to Emergency Services during any power cut affecting the Site(s) at which the Services are installed.
- 6.2 The Customer acknowledges that any configuration changes of voice and data components may affect the ability to make Emergency Calls. The Supplier will not be liable for any claims, losses, costs or expenses that occur as a result of the Customer changing the voice and data components of the Services that result in an inability to call Emergency Services.
- 6.3 A configuration change of the voice and data components preconfigured by the Supplier can adversely affect calls to Emergency Services. The Customer acknowledges that an Emergency Call made via VoIP Services in a different location from the one that is registered in Order Form, is transmitted to the control centre indicating the registered Site and not the location of the VoIP Services and can therefore mean that any Emergency Services response will be sent to an incorrect location.
- 6.4 If the Customer uses or intends to use the Services outside the UK, the Customer acknowledges that the Services cannot be used to access Emergency Services.
- 7. SERVICE RESTRICTIONS**
- 7.1 The Customer shall not use the Services:
- 7.1.1 to make abusive, offensive, indecent, menacing, nuisance or hoax calls;
  - 7.1.2 for any illegal and/or criminal purpose;
  - 7.1.3 to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
  - 7.1.4 to cause annoyance, inconvenience, needless anxiety or harassment;
  - 7.1.5 to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to spam, unsolicited advertising or promotional material sent or provided by any third party;
  - 7.1.6 to contravene any legislation, laws, licences or third-party rights;
  - 7.1.7 for any use in contravention of the Supplier's Fair Use Policy;
  - 7.1.8 in any way that is not in accordance with the instructions provided to the Customer by the Supplier;
  - 7.1.9 in any manner that is contrary to the terms of this Agreement;
  - 7.1.10 in any manner that could be construed to amount to Emergency Call Abuse;
  - 7.1.11 to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any portion of the software and/or Documentation (as applicable)
- in any form or media or by any means except as allowed by any applicable law;
- 7.1.12 to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service(s) except as allowed by any applicable law;
  - 7.1.13 to access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services and/or Documentation;
  - 7.1.14 to use the Services and/or Documentation to provide services to third parties; or
  - 7.1.15 to licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users.
- 7.2 The Customer shall indemnify the Supplier against any claims or legal proceedings which are brought or threatened against the Supplier by a third party because:
- 7.2.1 the Services are used in breach of this clause 7; or
  - 7.2.2 the Services are faulty or cannot be used by a third party as a result of the Supplier's breach of this clause 7.
- 7.3 Unless specified to the contrary in an Order Form, access to premium rate numbers and directory services will be prohibited via the Services.
- 7.4 The Customer acknowledges that the Supplier may block certain telephone numbers, or groups of telephone number or national dialling codes for example premium rate telephone numbers ("**Blocked Numbers**"). The Supplier will notify the Customer in the event that the Supplier blocks such numbers, number groups or national dialling codes. Such restrictions may be removed at the Customer's request; however, the Customer shall be liable for all charges for and connected to calls to any Blocked Numbers.
- 7.5 The Customer is not entitled to select the upstream network operators and carriers used by the Supplier to provide the Services. The Supplier shall have the complete freedom and discretion to select a network operator and carrier and the Supplier reserves the right to change any of the Supplier's upstream suppliers at any time throughout the duration of this Agreement, where supplier shall include but not be limited to upstream network operators and carriers. Such change may occur without notification to the Customer.
- 7.6 If in the reasonable opinion of the Supplier, the Customer's call profile is indicative of Fraudulent Activity, the Supplier shall reserve the right to suspend the VoIP Services immediately, without notice to the Customer in accordance with clause 7.1.4 of the General Conditions.
- 8. NOT USED**
- 9. FRAUD MONITOR**
- 9.1 Where Fraud Monitor is provided, paragraphs 9.1 to 9.10 shall apply. The provision of Fraud Monitor is dependent upon the Supplier providing the Customer with the VoIP Service to which it relates. If for any reason the Supplier ceases to provide such VoIP Service the Fraud Monitor service shall terminate with immediate effect and the Supplier shall have no liability to the Customer in respect of such termination and no longer providing Fraud Monitor. Where Fraud Monitor is terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid.

## SCHEDULE 3.4 – VOIP SERVICES

- 9.2 Fraud Monitor shall only apply to the VoIP Services specified as benefiting from the Fraud Monitor as stated in the Order or as otherwise agreed in writing by the Supplier.
- 9.3 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.
- 9.4 Unless otherwise stated in the Order, the monthly Charges for Fraud Monitor are as per the Supplier's applicable Tariffs.
- 9.5 For one (1) Fraud Incident in any Calendar Year, the Customer shall not be liable to pay the first £200 of call Charges where such call Charges arise from a proven Fraud Incident and provided such call Charges did not arise due to an act or omission of the Customer or breach of the terms of this Schedule 3.4 or the General Conditions by the Customer.
- 9.6 Except as stated in paragraph 9.5 above, in all other circumstances the Customer shall be liable for all Charges arising from Fraudulent Activity pursuant to paragraph 10 and 15 of this Schedule 3.4 and the Charges shall be payable in accordance with this Schedule 3.4 and the General Conditions.
- 9.7 The Supplier has the right to suspend provision of the VoIP Service in accordance with paragraph 7.6 of this Schedule 3.4 whether or not the Fraud Monitor is provided in relation to the VoIP Service. Unless expressly stated in paragraphs 9.1 to 9.10, the rights and obligations of the Supplier and Customer as detailed in this Schedule 3.4 and the General Conditions remain applicable to Services which have the benefit of Fraud Monitor.
- 9.8 The Customer shall provide the Supplier with an up-to-date point of contact with 24x7 availability who the Supplier shall notify by email of suspected Fraudulent Activity or of any suspension of the VoIP Service. In the event, the Customer has not provided an email address for notification as anticipated by this paragraph, the Supplier will endeavour to notify the Customer using any other contact information which it has on record. The Customer shall immediately reply to any notification of suspected Fraudulent Activity.
- 9.9 The Supplier will only reactivate any suspended Services when the Customer has satisfied the Supplier (at its sole discretion) that the reason for suspension has been resolved and the services are unlikely to be a material immediate risk of Fraudulent Activity.
- 9.10 The provision of Fraud Monitor is not a fraud prevention system and does not prevent unauthorised access to the Service(s) or the Equipment and the Customer shall be responsible for obtaining professional security advice with regards to the Service(s) and/or the Equipment. The Supplier makes no representation that Fraud Monitor will be error-free or will detect, limit or prevent fraudulent usage of the Services. The Supplier disclaims any warranty of any kind, expressed or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability or satisfactory quality, with regard to the nature, quality and accuracy or validity of Fraud Monitor. In particular (without limitation), the Supplier accepts no liability for any delays in suspending or reactivating any Service which are beyond its reasonable control (including, without limitation, delays by third party suppliers or carriers in activating or removing barring orders).
- 10.1 This clause 10 is supplemental to clause 6 of the General Conditions and in the event of express conflict this clause 8 shall take precedence. The Supplier shall invoice the Customer for the Charges for the VoIP Services and Additional Services as set out in paragraph 10.2 in the amounts specified in any Order and as varied pursuant to the Agreement.
- 10.2 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer monthly for:
- 10.2.1 connection and Installation Charges, on or after the Connection Date for any work carried out
  - 10.2.2 Recurring Charges, except Usage Charges;
  - 10.2.3 Usage Charges calculated at the then current Tariffs;
  - 10.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
  - 10.2.5 any Termination Charges upon termination of the VoIP Service and Additional Services.
- for any period where the VoIP Service and/or Additional Services are provided for less than a month, the Recurring Charges will be calculated on a daily basis.
- 10.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order:
- 10.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
  - 10.3.2 commissioning the VoIP Service and Additional Services outside of Normal Working Hours;
  - 10.3.3 restoring the VoIP Service and Ancillary Services if the VoIP Service and Ancillary Services have been suspended in accordance with clause 7 of the General Conditions;
  - 10.3.4 cancelling VoIP Service and Additional Services in accordance with clause 8 of the General Conditions;
  - 10.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees; and
  - 10.3.6 charges as stated in the Tariffs for any Services or Additional Services ordered by the Customer on the Third-Party Supplier portal and/or which arise from any changes made to existing Services or Additional Services by the Customer on the Third-Party Supplier portal.
- 10.4 The Supplier reserves the right to apply a price increase to the Charges each calendar year except where the Supplier has agreed otherwise with the Customer in writing. The Supplier will notify the Customer when the price increase applies for each Service by email, on the Customer's invoice, the Chess Customer portal and/or on its website [www.chessICT.co.uk](http://www.chessICT.co.uk). The increase will be rounded up to the nearest whole pence and calculated by multiplying the existing Charges by a percentage comprised of i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. If the RPI figure is negative in the year the Supplier will only increase Charges by 3.9%. This paragraph 10.4 is without prejudice to clause 6.10 of the General Conditions and as such shall not be deemed superseded.

### **PART B**

#### **POST PAYMENT SERVICES**

#### **10. CHARGES AND PAYMENT**

## SCHEDULE 3.4 – VOIP SERVICES

- 10.5 The Customer shall remain liable for all Charges where the Customer or a third party has used the VoIP Service, whether used with the knowledge and consent or otherwise of the Customer or other Fraudulent Activity in connection with the use of the Services provided under this Agreement, including but not limited to fraudulent Calls made by a rogue caller and Calls made by any third party whom has gained unauthorised access to the VoIP Service.

### 11. TERMINATION

11.1 This paragraph 11 is supplemental to clause 2 and 8 of the General Conditions and in the event this paragraph 11 conflicts with clause 2 and 8 of the General Conditions, this paragraph shall take precedence.

11.2 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term will not automatically renew under clause 2.1 of the General Conditions, the Agreement shall continue until such time that the Customer provides thirty (30) days' notice to terminate the Agreement. Use of the VoIP Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.

11.3 Where a Customer is a Microenterprise or Small Enterprise or a Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:

11.3.1 by giving the Supplier notice within thirty (30) days' of notice from the Supplier of any proposed amendments to the Charges in accordance with clause 6.10 and/or 16.1 of the General Conditions is received and where such changes are likely to cause material detriment to the Customer; or

11.3.2 within the Transfer Period.

For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 11.3.1 where the Supplier varies the Charges pursuant to paragraph 10.4 and/or paragraph 15.7.

11.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 17.1 of the General Conditions and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 11.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 11.3.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.

11.5 If a Customer terminates the Agreement pursuant to paragraph 11.2 or 11.3 above, the Customer shall not be liable for any Termination Charges.

11.6 Notwithstanding paragraph 11.3, the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions, where the Agreement is terminated within the Minimum Term or any Successive Term.

## PART C

### PRE PAYMENT SERVICES

#### 12. PROVISION OF THE SERVICES

12.1 Where appropriate, Supplier will provide Customer with login details for MyTTNC. Supplier is entitled to rely on the fact that any individual logging in to MyTTNC using the Customer's details is a representative of Customer and is authorised to act on their behalf.

12.2 The Customer's use of MyTTNC shall be governed by such terms of use as may be published on the TTNC website from time to time.

12.3 VoIP Services will be allocated to the Customer's Account when the Order has been completed and payment has been received.

#### 13. TERMINATION AND SUSPENSION

13.1 This clause 13 is supplemental to clauses 2 and 8 of the General Conditions.

13.2 Supplier may suspend or disconnect all or part of any Services at any time, without notice, for so long as reasonably required in the event that:

13.2.1 the Customer's Call Charge Balance (where appropriate) reaches £0 (zero pounds) or is in negative balance; or

13.2.2 if any of the Customer's contact information is incomplete or invalid, or Supplier is not satisfied that sufficient information has been provided, in particular if the Customer's email address or Call Forwarding destination is invalid; or

13.2.3 the Customer has an Account with no numbers, no active Voice Services and has not logged into the Account for 12 months or more.

13.3 All Call credit expires upon termination of the Services and/or the Agreement. The Customer shall not be entitled to a refund unless such call Credit was purchased within 30 days prior to the date of termination of the Services and/or the Agreement. The Customer shall not be entitled to any other refund of any other Charges paid in advance upon termination.

#### 14. CHARGES AND PAYMENTS

14.1 This clause 14 is supplemental to clause 6 of the General Conditions and in the event of express conflict, this clause 14 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Voice Services as stated in the Order and as varied pursuant to this Agreement.

14.2 Unless stated otherwise in an applicable Order, the Charges shall be calculated in accordance with the Tariff published on Supplier's website from time to time and the Supplier shall invoice the Customer monthly for:

14.2.1 connection and Installation Charges, on or after the Connection Date for any work carried out

14.2.2 Recurring Charges, except Usage Charges;

14.2.3 Usage Charges calculated at the then current Tariffs;

14.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;

14.2.5 any Termination Charges upon termination of the VoIP Service and Additional Services.

14.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order:

14.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;

14.3.2 commissioning the VoIP Service and Additional Services outside of Normal Working Hours;

14.3.3 restoring the VoIP Service and Ancillary Services if the VoIP Service and Ancillary Services have been suspended in accordance with clause 7 of the General Conditions;

## SCHEDULE 3.4 – VOIP SERVICES

- 14.3.4 cancelling VoIP Service and Additional Services in accordance with clause 8 of the General Conditions;
- 14.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees; and
- 14.3.6 charges as stated in the Tariffs for any Services or Additional Services ordered by the Customer on the Third-Party Supplier portal and/or which arise from any changes made to existing Services or Additional Services by the Customer on the Third-Party Supplier portal.
- 14.4 All Charges are shown exclusive of VAT unless stated otherwise.
- 14.5 All Charges are payable in advance of the provision of the Voice Services depending on the billing frequency. The Supplier reserves the right to invoice any Charges at paragraphs 14.2 and 14.3 above which have not been paid, or cannot be paid, in advance.
- 14.6 Payment must be made via credit card, debit card or bank transfer to such bank account as Supplier may notify to the Customer from time to time. No other forms of payment will be accepted.
- 14.7 The Supplier reserves the right to apply a price increase to the Charges each calendar year except where the Supplier has agreed otherwise with the Customer in writing. The Supplier will notify the Customer when the price increase applies for each Service by email, on the Customer's invoice, the TTNC Customer Portal and/or on its website [www.ttnc.co.uk](http://www.ttnc.co.uk). The increase will be rounded to the nearest whole pence and calculated by multiplying the existing Charges by a percentage comprised of i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. If the RPI figure is negative in the year the Supplier will only increase charges by 3.9%. This paragraph 14.7 is without prejudice to clause 6.10 of the General Conditions and as such it shall not be deemed superseded.
- 14.8 The Customer shall remain liable for all Charges where the Customer or a third party has used the VoIP Service, whether used with the knowledge and consent or otherwise of the Customer or other Fraudulent Activity in connection with the use of the Services provided under this Agreement, including but not limited to fraudulent Calls made by a rogue caller and Calls made by any third party whom has gained unauthorised access to the VoIP Service.
- 15. CREDIT/DEBIT CARDS**
- 15.1 In paying for any Voice Services with a credit/debit card, the Customer consents to the details of that card being stored by Supplier and for future payments to be processed in accordance with the terms of this Clause 15. All of the card details stored by Supplier will be visible to the Customer through MyTTNC.
- 15.2 The card the Customer uses to make their first payment to Supplier will automatically become that Account's default card. The Customer will have the option to change the default card on their Account via MyTTNC.
- 15.3 Any card listed against the Customer's Account shall, by default, be listed as an 'active' card. The Customer will have the option to disable or delete a card from the system (subject to there always being at least one active card registered against an Account at all times) via MyTTNC.
- 15.4 When a payment falls due, whether by virtue of an Automatic Top Up or otherwise, Supplier will attempt to take such payment from the default card listed for that Customer's Account. Should Supplier be unable to take the payment due from the default card, it will attempt to do so from each of the other active cards on the account. If Supplier is unable to take payment from any of the cards listed for a Customer's Account, it shall repeat the attempt to take such payment at such intervals as it deems fit until the payment in question has been received (by whatever means). Supplier shall have no liability whatsoever in respect of, and the Customer shall hold Supplier harmless from, any fees that may be charged to the Customer by the Customer's card issuer arising from any attempt to take payment from that Customer's card(s).
- 15.5 In the event that Supplier is unable to take payment in accordance with paragraph 15.4, the Customer will be sent notification of that failure and will immediately make the overdue payment, including any accrued interest, using a valid credit/debit card, the details of which will be added to the Customer's Account as a new default card.
- 15.6 Supplier reserves the right to impose an administration charge in the circumstances described in paragraph 15.5. By using a credit/debit card to pay any sums to Supplier, the Customer confirms and warrants to Supplier that the credit/debit card being used belongs to them. Any credit/debit card used by the Customer will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity.
- 16. AUTOMATIC TOP UP**
- 16.1 The Customer can activate the Automatic Top Up service by logging in to MyTTNC. It can be activated either by topping up, when the Customer will see an option to activate the service, or by allocating a saved card on their Account for the Automatic Top Up service.
- 16.2 Please note, if activated whilst topping up, the first payment will be made with the initiating transaction. It will be active as soon as the payment has been processed. In the case of activating by allocating a saved card, it will be active as soon as the change is confirmed by the Customer. By default, the Threshold shall be set at £5.
- 16.3 The Customer can change the amount of its Automatic Top Up, the Threshold on their account or the credit/debit card that is debited via MyTTNC.
- 16.4 The Customer can also contact the Supplier using the methods detailed on its website who will also be able to make amendments to the amount for any Automatic Top Up, the Threshold on the account or the credit/debit card that is debited.
- 16.5 If the Customer's credit or debit card details change at any time, the Customer should contact Supplier immediately or add the new details to their Account using MyTTNC. If the Customer does not do so, payments to the Customer's Pay As You Go account may fail meaning that the balance will not be topped up. That may in turn lead to disruption to the Customer's Voice Services.
- 16.6 By activating the Automatic Top Up service, the Customer warrants and represents that the credit/debit card being used belongs to the Customer. Any credit/debit card used for the Automatic Top Up services will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the

## SCHEDULE 3.4 – VOIP SERVICES

- purposes of carrying out these checks and reporting any fraudulent activity.
- 16.7 Supplier is entitled to suspend or terminate any Customer's Automatic Top Up service at any time for any reason and will give the Customer reasonable notice of this where possible.
- 16.8 Supplier reserves the right to amend or vary the terms of this Clause 16 or to withdraw the Automatic Top Up payment methods at any time on reasonable notice.
- 16.9 Supplier cannot be held responsible for payment failures or payment errors caused by third-party software or third-party systems.
- 17. 30 DAY MONEY BACK GUARANTEE**
- 17.1 Where stated on the Order, the Supplier will provide the Customer with a 30-day money back guarantee and in such circumstances this paragraph 18 shall apply.
- 17.2 Should the Customer decide to terminate the Agreement within 30 days of the Commencement Date, Supplier guarantees to provide the Customer with a refund for the Voice Services purchased.
- 17.3 The value of the refund will be calculated based on:
- 17.3.1 the cost of any numbers purchased.
- 17.3.2 the cost of any call credit added to the Customer's Account less any Call Forwarding charges incurred.
- 17.3.3 the cost of any additional Call Management Services purchased.
- 17.4 Should the 30-day period include the 1st of the month, any money paid for the renewal of a Call Management Service shall also be refunded (although this may be processed separately).
- 17.5 The Customer's request to terminate the Contract can be made via MyTTNC or alternatively by contacting the Supplier using the methods stated on its website within 30 days of the Commencement Date. If the email request is not received within the 30 days, regardless of any phone calls that may be placed, Supplier reserves the right to not provide a refund.
- 17.6 Refunds will be made to the credit or debit card that was used at the time of purchase, or in the case of payment being made by bank transfer, the Customer should provide the bank account details for TTNC to pay money in to.
- 18. TERMINATION**
- 18.1 This paragraph 18 is supplemental to clause 2 and 8 of the General Conditions and in the event this paragraph 18 conflicts with clause 2 and 8 of the General Conditions, this paragraph shall take precedence.
- 18.2 Pre-Pay Services shall not be subject to a Minimum Term. The Customer may cancel the Services and therefore terminate the Agreement via MyTTNC. Any charges paid in advance of such cancellation shall not be refunded.
- 18.3 Where a Customer is a Microenterprise or Small Enterprise Customer or Non-for-Profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
- 18.3.1 by giving the Supplier written notice within 30 days of the date the notice from the Supplier of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or clause 18.1 of the General Conditions is received and where such changes are likely to cause material detriment to the Customer; or
- 18.3.2 within the Transfer Period.
- For the avoidance of doubt the Customer shall not have a right to terminate the Agreement pursuant to paragraph 18.3.1 where the Supplier varies the Charges in accordance with paragraph 15.7.
- 18.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 17.1 of the General Conditions and the Customer does not provide notice to terminate within 30 days in accordance with paragraph 19.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 18.3.1. The Customers continued use of the Services shall be deemed acceptance of such changes.
- 18.5 If a Customer terminates the Agreement pursuant to paragraph 18.2 or 18.3 above, the Customer shall not be liable for any Termination Charges.



## ANNEX 1 - DEFINITIONS

**Access Service** means services providing Internet connectivity with speeds from 2Mb/s to 10Gb/s and access is available via ADSL, SDSL and Ethernet;

**Additional Services** has the meaning given to it in paragraph 2.2;

**Alarm Signals** means any emergency alarm system that may be connected to the VoIP Service which includes but are not limited to burglar alarms and medical alarms;

**Authorised Users** means those employees, agents and independent contractors of You that You authorise to use the VoIP Services and the Documentation as further described in the Order Form;

**Blocked Numbers** has the meaning given to it in paragraph 7.4;

**Call** means a signal, message or communication that is silent, spoken or visual;

**Call Bundle** means a bespoke pricing package, where Tariffs are fixed price and are inclusive of minutes as set forth in the Order;

**VoIP Service** is an Internet-based telephony service delivered over an Internet Connection or any other form of connectivity;

**Contract Year** means the 12 month period from the Commencement Date of the Agreement or a 12 month period from an anniversary of the Commencement Date of the Agreement;

**Customer Network** means the Customer's physical telecommunications and/or data network infrastructure located at the Site that allows the exchange of voice and data communications established by the connection of voice and data devices, such as internet routers, network switches, CAT5e/CAT6 ethernet cabling (including patching and termination) and any mains power supply up to the Third Party Supplier network;

**Documentation** means the document made available to the Customer by the Supplier or by third party licensors via MyTTNC or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the VoIP Services and the user instructions for the VoIP Services

**Emergency Call Abuse** means any hoax/prank calls to emergency service numbers; unnecessary and/or in appropriate calls to emergency service numbers (as is a device that connects to your Internet modem and relays data that it reads from your telephone communication system, computer software, and various devices such as microphones and webcams regarded by a reasonable person); abuse of Emergency Services call handlers or any other actions and/or; any behaviour that could reasonably be determined to amount to an abuse of Emergency Services call lines

**Emergency Services** means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies

**Fraud Incident** means an instance of Fraudulent Activity perpetrated by a third party in respect of a VoIP Service which benefits from Fraud Monitor;

**Fraud Monitor** means the call analytics service known as Fraud Monitor (as modified or substituted from time to time);

**Hub** means a router provider by the Supplier or Third Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement

**Internet Connection** means a connection to the global data network comprising interconnected networks using the TCP/IP protocol suite;

**Internet Protocol** or **IP** means a communication protocol for devices connected to the internet that specifies the format for the addresses and units of transmitted data;

**IP Hardware** means physical IP equipment purchased by the Customer from the Supplier and which is necessary for the provision of the Voice Cloud Services;

**Local Area Network** or **LAN** means the infrastructure that enables the ability to transfer IP services within a Site (including data, voice and video conferencing services);

**Network Terminating Unit** means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

**PBX** means private branch exchange;

**Ported Number** has the meaning given to it in paragraph 4.23;

**Recurring Charges** means the Charges for the VoIP Services or applicable part of the VoIP Services, including but not limited to User Subscriptions, licences for Third Party Software, or Call Bundle that are invoiced repeatedly in every billing period as set out in the Order;

**Service Care Levels** means the repair options as set forth in paragraph 10 above;

**Service Fault and Service Fault Targets** have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

**Session Initiation Protocol** or **SIP** is a technical standard (specified in RFC 3261) which is used to deliver an IP Voice solution linking to existing systems/equipment and optimises a secure data connection to initiate and terminate voice calls via the Internet;

**SIP Gateway** means a device that connects to a Hub and relays data that it reads from a telephone communication system, computer software, and various devices such as microphones and webcams;

**Termination Charges** means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges and an average of the Usage Charges invoiced by the Supplier over the previous six months;

**Transfer Period** means a period of ten (10) Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

**Usage Charges** means the Charges, if any for the VoIP Services or applicable part of the VoIP Services that are calculated by multiplying the number of units (voice minutes) for the VoIP Services that the Customer has used or incurred in a billing period with the relevant Tariff, which are made outside of or which exceed usage or a Call Bundle as set forth in the Order;

**User Subscription** means the user subscriptions purchased by the Customer pursuant to paragraph 4.20, which entitles Authorised Users to access and use the VoIP Services and the Documentation as set forth in the Order;

**VOIP** voice over IP.