

# SIP Trunking service

## Version 2

This document tells you about our SIP Trunking service. These **special terms**, along with our standard terms and conditions and our **service level agreement**, explain exactly how we'll work with you. We've done our best to cover everything, but if there's anything you'd like to check, just call our Customer Services team on 0800 052 0800.

### 1. Definitions and interpreting this document

1.1 In these **special terms**, words and terms have the same meaning as they have in our **standard terms and conditions**, unless these **special terms** give a different meaning.

1.2 Where the following words are printed in bold in these **special terms**, they have the meanings set out below.

**agreement** means collectively these **special terms**, the **standard terms and conditions**, the relevant **order form** and the **service level agreement**.

**authorised equipment list** means the list of **cpe** that is compatible with the **service** communicated by us to you from time to time.

**call** means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

**connectivity** means Our ipvpn or mia access

service **cpe** means customer premises equipment (including but not limited to telephone handsets) used in connection with the service and which may be service equipment or purchased equipment (as defined in the standard terms).

**data protection legislation** means collectively the Directive 95/46/EC or any subsequent legislation in relation to the directive and applicable local legislation enacting the directive, which includes in respect of personal data originating in the UK, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Computer Misuse Act 1990 and the Regulation of Investigatory Powers Act 2000.

**dynamic channels** means a SIP trunking channel variation that can be activated and deactivated to allow increases in capacity.

**emergency call** means a call to 999 or 112, or an equivalent number for calling the **emergency services**.

**emergency call service** means the service conveying emergency calls as described in clause 9.

**emergency services organisation** means the relevant local public police, fire, ambulance and

coastguard services and other similar organisation providing assistance to the public in emergencies.

**fair usage policy** means our fair use policy provided to you with the order (as updated and communicated to you from time to time).

**licence** means the non-exclusive revocable right granted by us and our licensor for a **user** to use the **service** during the **licence term** on and in accordance with the terms of this **agreement**.

**licence start date** means the date on which we confirm the **service** is available to you or a **user**.

**licence term** means, in respect of each **licence** ordered, the **minimum licence term** and any extension to it.

**minimum licence term** means the minimum licence period for a **service** as set out in the order form starting from the **licence start date**.

**nuisance calls** means an unwanted call that causes annoyance to the receiver of the call and/or is a hoax call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised 'spam' calls and 'silent' calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.

**planned engineering works** means scheduled maintenance activity which we or our **supplier** undertake from time to time to maintain and/or upgrade the **service** which may affect the availability of the **service**.

**regulatory body** means any government, quasi-government, statutory or regulatory, administrative, fiscal or judicial body, department, commission or any other competent authority or entity in any part of the world having responsibility for the regulation or governance of the **service** (or any part of the **service**) and/or any services related to or impacted by the **service** and /or having jurisdiction over us or our **supplier** (as the case may be).

**rental** means the rental (including licence fees) for the **service**, as set out in the **order form** and **price guide** (as amended and updated from time to time in accordance with these special terms).

**scheduled downtime** means **users** being unable to make and receive **calls** within the **service** (or any part of the **service**) which is pre-planned (including any **planned engineering works**) and in respect of which we have given you at least 3 **working days**’ prior notice including an explanation of the purpose of such **scheduled downtime**.

**service** means the SIP Trunking service set out in the **order form and service literature**.

**service features** means features of the service as set out in the order form and service literature.

**software** means the software used by us to provide the **service**.

**special terms** means these terms and conditions specific to the **service**.

**standard terms and conditions** means our standard terms and conditions, as set out in the **order form**, that apply to the **service**.

**supplier** means our supplier for the purposes of providing the service. We may change our supplier from time to time without reference to you.

**unauthorised equipment** means equipment that is not on the authorised equipment list.

**unplanned downtime** means any unavailability of the **service** (or any part of the **service**) which is not **scheduled downtime**, (including unforeseen circumstances like a major service outage on our **supplier**’s network or because of an emergency. **user** any person who uses the **service** at your company or one of your group companies.

**working day** means 09:00 to 17:30 Monday to Friday, excluding public and bank holidays in England.

including the **service**, provided by us.

## 2. Using the service

In addition to clause 10 of our **standard terms and conditions**, the following also apply.

2.1 You agree not to use the **service**:

- 2.1.1 to make **nuisance calls**;
- 2.1.2 to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- 2.1.3 contrary to any instructions provided under special term 3.1;
- 2.1.4 in a manner that is in any way unlawful, fraudulent or in bad faith or which has any unlawful, fraudulent or bad faith purpose or effect; or
- 2.1.5 in a manner that in our reasonable opinion (or the reasonable opinion of our **supplier**) could materially affect the quality of any telecommunications service,

- 2.2 You will test any **software** used with or in conjunction with the **service** with the latest commercially available virus detection software to ensure that any such **software** is not infected by viruses and/or logic bombs, worms, Trojan horses and any other type of disruptive, destructive or nuisance programs.
- 2.3 We may monitor the profile of **calls** made through your use of the **service** for potential fraudulent or bad faith use and take reasonable steps (with which you must comply) to prevent such use.
- 2.4 You must adhere to the **fair usage policy** and any other restrictions of use contained in the **service literature**.
- 2.5 If you have purchased a **service** which includes a call tariff with inclusive minutes or call spend, use of the service will be subject to the **fair usage policy**. The inclusive minutes will be detailed in the relevant tariff sheet provided with your order, which forms part of your contract. If in any billing month the number of call minutes used (as evidenced by our records) exceeds the number of inclusive minutes set out in the tariff sheet, we may invoice you for any additional minutes used. The tariffs applicable to such excess of call minutes shall be as detailed in the applicable individual destination tariff tables provided in your tariff sheet.
- 2.6 You may vary the number of channels as part of the **agreement**. If you reduce the number of channels within the minimum period we may charge you a **cancellation charge**.
- 2.7 You must provide all required information requested within the order pack to ensure a smooth and effective order.
- 2.8 All porting requests must contain clear and accurate information. Failure to do so may lead to a delay in delivery and charges. We will perform number porting using the information supplied by you and in accordance with all relevant legislation and regulations (including codes of practice).
- 2.9 If we fail to provision the service correctly or the provisioning of the service is defective, we shall (on becoming aware of the issue), take all reasonable steps to promptly rectify the deficiency.
- 2.10 You are responsible for the equipment or services you need to use the **service** (including your **connectivity**).
- 2.11 You are responsible for maintaining the connection between your network and the equipment we use at your premises to supply the **service**.
- 2.12 The **service** can only be provided to you through **connectivity**. For the avoidance of doubt, the **service** does not include the provision of

**connectivity** and which will only be provided to you where you have ordered that specific service from us, subject to the terms of that agreement.

- 2.13 If you are unable to use the **service** due to your connectivity or lack thereof we will continue to provide the **service**, and you must continue to pay for the **service**, unless and until we receive a termination notice from you. If you terminate the service prior to expiry of the minimum period we may charge you a cancellation charge in accordance with special term 5.7.
- 2.14 If we have a contract with you to provide your **connectivity** and we suspend that service under the terms of that agreement, we may also, without liability to you, suspend the service.
- 2.15 Any restrictions, limitations or conditions affecting your **connectivity**, will also apply to the **service**.
- 2.16 **Dynamic channels** will be provisioned in a deactivated state and will only be activated and available for use when we have accepted a completed request form from you.
- 2.17 If you require **Dynamic channels** to remain active for:
- 2.17.1 less than 28 days, the end date for deactivation must be stated in the request form: or
  - 2.17.2 more than 28 days, you must submit a deactivation request form to us with at least 5 days' notice prior to the desired deactivation date.

### 3. Service management

- 3.1 We may from time to time provide you with instructions which we believe are necessary for reasons of health, safety or the quality of the service or other services provided by us or our supplier. You must comply and ensure any user complies with such instructions and pass on any instructions we give you to **users** promptly.
- 3.2 We may, without liability to you, take action to block or restrict your or any **user's cpe** from accessing the **service** if you or any **user** use the **service** in a way that is damaging to the **service**.

### 4 Service Constraints

- 4.1 You acknowledge that some technical limitations regarding supply of the **service** to some **user** sites may only become apparent after the service has been installed and working at those sites for some time. We will use our reasonable endeavours to assess and implement alternative solutions or remedial actions to allow the **service** to continue but we may need to withdraw the **service** or parts of the **service** at such sites. We will give you written notice where we need to do this.
- 4.2 If under special term 4.1 above we withdraw part of the

**service** to a **user's** site you shall have the right to terminate the whole **service** to that site and any associated **licences** within 50 days of our notice to you under 4.1. above.

### 5 Charges

- 5.1 We will invoice any connection charges for the **service** (or any part of it) on or around the **service start date** of the relevant **service**, or any other date we specify.
- 5.2 Charges will be invoiced to you monthly in arrears from the service start date. If you make any change to your contract e.g. activating or de-activating any dynamic channel licenses etc. in accordance with the terms of the contract, we will endeavour to include the charges in respect of such changes in your next invoice and which may be pro-rated depending on when the change takes effect.
- 5.3 You acknowledge and accept that every time you submit a request to activate a **Dynamic Channel** you will be charged **rental** for each activated **dynamic channel** at the same rate as your primary channel **rental** charge for the period during which the **dynamic channel is active**, subject to a minimum 5 day rental charge.
- 5.4 If we cannot provide the **service** as a result of:
- 5.4.1 you failing to meet your obligations under our standard terms and conditions and/or these special terms; or
  - 5.4.2 the service ending or being suspended as a result of your connectivity ending or being suspended;
- you will still be liable for paying the **charges** under the **agreement** (including early cancellation charges) if the **service** ends before the expiry of the minimum period .
- 5.5 Clause 9.3.2 and 9.3.3(a) of the **standard terms and conditions** shall be deleted and replaced with the following:
- 9.3.2 We can increase the **rental** and increase or introduce other recurring charges at any time during the term of the contract by giving you 21 days' notice in writing.
  - 9.3.3(a) We can increase **call charges** by giving you five days' notice in writing or publishing the revised **call charges** on our website at least five days in advance;
- 5.6 Clause 9.3.3(b) and clause 9.4 of our **standard terms and conditions** shall be deleted and the remaining sub-clauses of clause 8 shall remain in full force and effect but shall be renumbered accordingly.
- 5.7 if you cancel or terminate a **licence** prior to expiry of its **minimum licence term** (whether by cancelling the

**agreement** or a specific **licence**), you must pay us an amount equal to the **licence fee** plus any charges for the features set out in the order form for the **service** for the **minimum licence term** less any **licence fees** and feature charges you have already paid which shall be in addition to any other cancellation charges payable under clause 9.17 of our standard terms.

## 6 Connection of equipment to the service

- 6.1 Any equipment connected (directly or indirectly) to or used with the **service** must be compatible with the **service** and on the **authorised equipment list**. Any equipment not listed as **authorised equipment**, will not be supported by the **service** and will be **unauthorised equipment**.
- 6.2 If you need to modify or change the **authorised equipment** connected to the **service** this will need to be agreed with us in advance
- 6.3 If we become aware that **unauthorised equipment** is being connected to the **service** we will serve notice on you to remove the **unauthorised equipment**. Failure to remove the **unauthorised equipment** may result in the termination or suspension of the **service**.
- 6.4 You must not use predictive diallers (equipment or software which automatically calls a list of phone numbers) or similar technologies with the SIP Trunking service unless we have agreed to this in writing.

## 7 Limitation of liability

- 7.1 Sub-clauses 15.4.1 and 15.4.2 of our standard terms and conditions shall be deleted and replaced with the following:-

15.4.1 100% of the total charges you have paid us in that agreement year; or

15.4.2 £25,000

Whichever is more.

## 8 Transfer of Undertakings (Protection of Employment) Regulations 2006

- 8.1 You must indemnify us, and keep us indemnified against:
- 8.1.1 any loss, cost, damage or expense, including legal expenses on an indemnity basis (a basis for assessing costs, as covered in Part 44 of the Civil Procedure Rules), we suffer or have to pay (including as a result of any claim made by our licensors) in connection with any employee of yours transferring (or allegedly transferring) to us; and
- 8.1.2 any liability in connection with any employee of yours transferring (or allegedly transferring) to us under the Transfer of Undertakings (Protection of Employment) Regulations 2006, arising directly or indirectly as a result of you and us entering into the **agreement** or

the employee's employment ending (including compensation for unfair dismissal, notice pay or statutory redundancy pay, or under regulations 12 or 15 of the Transfer of Undertakings (Protection of Employment) Regulations 2006).

- 8.2 The indemnity at special term 8.1 above shall be unlimited and included in clause 15.1 of our **standard terms and conditions**

This special term 8 will continue to apply after the **agreement** ends.

## 9 Emergency calls

- 9.1 You agree and acknowledge that in relation to **emergency calls** made using the **service**:
- 9.1.1 the **user's** equipment used to access the **service** requires mains power to make **emergency calls**; if power is lost, service (and access to emergency services) will be lost.
- 9.1.2 the **user** is required to confirm or provide their location when making an **emergency call** to enable the relevant **emergency services organisation** to respond; and
- 9.2 an **emergency call** made using the **service** may not receive the same network priority as an **emergency call** made on a mobile network or on a circuit-switched fixed line.
- 9.3 The **emergency call service** will only be available where the **emergency call** originates from a calling party located in the UK having a telephone number conforming to the national telephone numbering plan, as set out on the Ofcom website, and being either from a geographic number range or from non-geographic number ranges with a prefix of: 055, 056, 03 or 08.
- 9.4 We will give you not less than 50 days' written notice of any material changes to the **emergency call service**.

## 10 Intellectual Property Rights

- 10.1 Clause 12.10 of our standard terms and conditions shall be deleted and replaced with the following clause 12.10:
- 12.10 You must indemnify us against any damages (including costs) awarded against us and any liabilities, and costs which we suffer or incur in connection with any claim or action against us or our **supplier** as a result of the **service** infringing the intellectual property rights of a third party (an intellectual property rights claim against us) if that claim or action arose from:
- 12.10.1 work we carried out in line with instructions or specifications you gave us; or
- 12.10.2 you connecting or using your own apparatus (except purchased equipment) with the **service**.



12.10.3 Any of the circumstances set out in clause 12.7.1 – 12.7.6 of the **standard terms and conditions**

## 11 CPE

- 11.1 You must only use **cpe** on the **authorised equipment list**. We may amend the **authorised equipment list** from time to time on not less than 25 days' notice. Any notice will state what is being removed from the **authorised equipment list**, when it will be removed and what **cpe** will replace it. If you are using service equipment or purchased equipment which is removed from the **authorised equipment list** we will continue to support such **cpe** for 90 days after the date our notice stated it was to be removed from the **authorised equipment list** (unless it is considered to be a security risk in which case a shorter period will apply)
- 11.2 If a change to the **authorised equipment list** means that you or a **user** would have to make material changes to your (or their) systems (including any software, hardware, equipment, networks or infrastructure) or incur material costs you may provide us with written evidence of those costs or changes. If we agree that such costs or changes are material we shall continue to support such **cpe** until the expiry of the **minimum licence term** for the last **licence** affected by such change that you (or the relevant **user**) had entered into prior to such change to the **authorised equipment list**.
- 11.3 You will keep and maintain each piece of **cpe** and only use it in accordance with the manufacturer's or our instructions. You must ensure that any authorised equipment complies with any specific compatibility and interfacing requirements within a reasonable time of us notifying them to you. You must take reasonable steps to ensure any service equipment or purchased equipment is configured to prevent it being used in the commission of criminal offences (including making bad faith or fraudulent **calls**). If you or any **user** modifies or changes any **[authorised] equipment** in a manner that could have a detrimental impact on the **service**, any of our (or our **supplier's**) equipment, our (or our **supplier's**) network or the network or equipment of another customer of us or our supplier then you must give us 30 days' prior written notice and we may suspend or terminate the **service** by giving you notice.
- 11.4 If we provide software to you through the service we do not guarantee that it will be error free, but will we procure to have any errors corrected within a reasonable time if they impair the performance of the **cpe**.
- 11.5 Where a **cpe** sustains damage as a result of your actions you will indemnify us for the fix or replacement of the **cpe**.

### WEEE Directive

- 11.6 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment

Directive 2012 ("**weee directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of **cpe** that has become waste electrical and electronic equipment ("**weee**").

- 11.7 Each of us acknowledge that for the purposes of Article 13 of the **weee** directive, the obligations and terms set out in special terms 11.10 – 11.14 inclusive constitute an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of **weee**.
- 11.8 You will be responsible for any information recording or reporting obligations imposed by the **weee** directive.
- 11.9 You will indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under clauses 11.10 – 11.14 inclusive of these special terms or in connection with the **weee** directive.
- 11.10 We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 12 Data protection

- 12.1 You agree to comply with your obligations under applicable data protection legislation, and maintain all relevant registrations and notifications. You agree to obtain all registrations, notifications and consents that you need to enable us and our sub-processors to process the personal data of users for the purposes of performing our obligations under the agreement.
- 12.2 You agree to indemnify us against all loss, damages, reasonable costs, liabilities and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against us by a third party because you are in breach of 12.1 above.

## 13 Changing the agreement or service

- 13.1 Clause 20.2 of the standard terms and conditions shall be deleted and replaced with the following clause 20.2:
- 20.2 Despite clause 20.1, we can propose any changes to the agreement (other than in relation to charges (which are governed by clause 4 of these special terms) and service changes that are governed by clause 20.4 and 20.5, by giving you 21 days' written notice before the change is due to take effect. You may serve a notice on us stating any objections to the change within 21 days of the date you received notice of the change from us. We will consider any objections received.

13.2 Clause 20.5 of the standard terms and conditions shall be deleted and replaced with the following new clause 20.5:

20.5 we may also change the **service** at any time (other than for the reasons set out in clause 20.4), including as a result of a change of name, a change in how we provide services, a change in technology or an upgrade to or substitution of an alternative service, or the introduction of new or improved service levels and/or licences, as long as:

20.5.1 you will not be charged for the change; and

20.5.2 the charges and minimum period will not be affected by the change

#### 14 Suspending the Service

14.1 In addition to our suspension rights at clause 16 of our standard terms and conditions, we may suspend the service if:-

14.1.1. all or any part of any contract between us and another telecommunications provider is suspended and this affects the provision of the service.

14.1.2. abnormally high Call volumes are conveyed via the Service for onward termination to a network operated outside the UK, we and/or our supplier may instigate network management control measures including but not limited to call barring.

14.2 We may also suspend the service for operational reasons, to introduce or withdraw service features, provide new installations, update facilities, carry out general maintenance and planned engineering works or change the technical specification of the service upon giving not less than 10 days' notice. In such event we will use our reasonable endeavours to minimise disruption to users.

14.3 Occasionally we may need to suspend the service (or a part of the service) for unplanned downtime. We will give you as much notice as possible of any unplanned downtime. If we cannot give you prior notice then we will inform you as soon as possible after the unplanned downtime commences. We will tell you the reason for such unplanned downtime in our notice or as soon as possible afterwards. We will use reasonable endeavours to avoid/minimise the occurrence and duration of any unplanned downtime wherever practicable.

14.4 We shall not be liable to you where we suspend the service in accordance with this special term 14.

#### 15 Presentation numbers

15.1 All presentation numbers (the phone numbers presented to the person you are calling):

15.1.1 must be authentic numbers;

15.1.2 must be able to be dialled or have been received from the public electronic communications network and passed on unchanged;

15.1.3 must not be premium-rate numbers (except for those we authorise in writing), a number that connects to a revenue sharing number that generates unexpected or excessive call charges, international or **emergency services** numbers;

15.1.4 you acknowledge that exploiting a presentation number to generate revenue generating calls may be persistent misuse of an electronic telecommunications network or electronic communications service. Where this is the case, it will constitute a material breach of this **agreement**;

15.1.5 must be supported by an underlying network number (the phone number for the line the call is made on);

15.1.6 Any presentation numbers to be presented on our communications network must be agreed by you and us in writing;

15.1.7 If a presentation number is allocated by a third party, you must get the third party's permission in writing before presenting it on the outbound call and let us know promptly if that permission is withdrawn;

15.1.8 You must indemnify (fully compensate) us for, all costs, claims, damages or proceedings made or threatened to be made as a result of you misusing a presentation number. This special term 15.1.8 shall be included in clause 15.1 of our **standard terms and conditions**;

15.2 You accept that some networks will not recognise a presentation number.

15.3 You must make sure that if a member of the public calls the presentation number, you have the facilities to answer the call in person or through an interactive voice response system.

15.4 You will comply with the CLI code of practice

15.5 We reserve the right to suspend or withdraw the use of presentation numbers upon notice if the information you have provided is or becomes inaccurate and/or we reasonably believe that the presentation numbers are prohibited by the CLI code of practice and/or are being used to generate revenue sharing.

## 16 Ending the agreement

- 16.1 The reference in clause 17.1.2 of the standard terms and conditions is amended to 10 days.

## 17 Cancelling the service

- 17.1 In addition to our rights to terminate the agreement under clause 17.1, or cancel any part of the service under clause 21.1 of the **standard terms and conditions**, we can cancel the **service**, in whole or part, at any time to comply with a direction from Ofcom or any other **regulatory body** to suspend or cancel the **service** or any part of it (but this right to terminate will not relieve us of our liabilities under the **agreement**) in connection with the direction received.

## 18 Events beyond your or our control

- 18.1 The second paragraph of clause 19.1 of our standard terms and conditions is deleted and replaced with the following:

“Circumstances beyond your or our control” means matters beyond your or our reasonable control (having taken reasonable precautions or measures) including but not limited to act of God, lightning, flood, exceptionally severe weather, subsidence, fire, explosion, war, civil disorder, national or local emergency, statutory obligation, industrial disputes (including those involving a party’s own employees provided that party has taken all reasonable steps to prevent and /or resolve such industrial disputes from arising), delay or failure of a party’s suppliers due to a matter beyond that supplier’s reasonable control, delay or failure or rationing of energy supplies, unplanned or emergency acts or omissions of local or central government or other competent bodies, acts or omissions of persons for whom a party is not responsible or any other cause whether similar or dissimilar outside its reasonable control.

*Thanks for your business – we’re looking forward to working with you. If you have any questions, we’d love to hear from you. Please call our Customer Services team on 0800 052 0800.*