

Business Telephony

Version 5

This document tells you about our business telephony services. These **special terms**, along with our standard terms and conditions, 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 mean the same as they do in our standard terms and conditions, unless these **special terms** give a different meaning.

1.2 In addition, where you see the following words highlighted in bold in these **special terms** this is what they mean:

centrex is a network-based, managed service providing similar capability as a private automatic branch exchange (switchboard).

smart routing is an optional feature if you have our ISDN30 service. Smart routing provides continuity for incoming voice calls to a geographic number by diverting them to a secondary number.

Business Phone Line over broadband is a service (similar to our copper phone line service) that works over a broadband connection and the phone line plugs into the back of your broadband router as opposed to the wall socket.

EBUL or Emergency Back Up Line refers to a device supplied as part of the **Business phone line over broadband** service which forms part of the **service equipment**.

2. Paying charges

2.1 We invoice the price of any **purchased equipment** on or around the date we deliver the equipment.

3. Cancellation charges

3.1 If you have to pay **cancellation charges** under clause 17.4, 17.6 or 21.2 of our standard terms and conditions, as well as the amounts set out in clause 9.17 of our standard terms and conditions, the **cancellation charges** will include an amount equal to the total charges for features (as set out in the **order form**) for the remainder of the **minimum period** less the features charges you have already paid.

3.2 Despite clause 3.1, you can ask us to disconnect up to 20% (in total for all such requests) of the number of lines you use for the services set out in the **order form** where the **order form** specifies five (5) or more lines. For each line we disconnect you must pay our administrative charge at the time.

4. Centrex

4.1 If we are providing **centrex**, you can buy the **purchased equipment** specified on the **order form** from us.

4.2 Clauses 4.3 to 4.7 only apply if you have bought **purchased equipment** from us.

4.3 Unless we agree otherwise, all provisions in the agreement which relate to equipment you have bought from us and **your apparatus** will apply to the **purchased equipment**.

4.4 If you have bought **purchased equipment** from us, for 12 months after we install the **purchased equipment** we will replace or repair (as we decide) faulty **purchased equipment**, free of charge, if:

4.4.1 you give us written notice of the faults;

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- 4.4.2 the faults are, in our reasonable opinion, due to faulty design, workmanship or materials;
- 4.4.3 the **purchased equipment** has not been altered without our permission in writing; and
- 4.4.4 the **purchased equipment** has always been used properly.

This clause 4.4 does not apply to any **purchased equipment** not bought from us.

- 4.5 If we replace **purchased equipment** under clause 4.4, that clause will continue to apply only for what remains of the 12-month period from us installing the original **purchased equipment**.
- 4.6 Instead of replacing or repairing faulty **purchased equipment** under clause 4.4, we may instead refund the price you paid us for **purchased equipment**.
- 4.7 You will become liable for loss of or damage to **purchased equipment** when we deliver it to you. However, you will not own the **purchased equipment** until you have paid us the purchase price in full.

5. Presentation numbers

- 5.1 All presentation numbers (the phone numbers presented to the person you are calling):
 - 5.1.1 must be authentic numbers;
 - 5.1.2 must be able to be dialled or have been received from the public electronic communications network and passed on unchanged;
 - 5.1.3 must not be premium rate numbers (except for those we authorise in writing), or international or emergency services numbers; and
 - 5.1.4 must be supported by an underlying network number (the phone number for the line the call is made on).
- 5.2 Any presentation numbers to be presented on our **communications network** must be agreed by you and us in writing.

- 5.3 If a presentation number is allocated to a third party, you must get the third party's permission before presenting it on the outbound call.
- 5.4 You will indemnify (fully compensate) us, and not hold us responsible for, all costs, claims, damages or proceedings made or threatened to be made as a result of you misusing a presentation number. Clause 15.4 of our standard terms and conditions will not apply to the indemnity in this clause 5.4.
- 5.5 You accept that some networks will not recognise a presentation number.
- 5.6 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 automated system.

6. Smart routing

- 6.1 You must make sure you have an appropriate ISDN 30 service provided under an **agreement** between you and us.
- 6.2 You must make sure the primary geographic number which the **smart routing** will be applied to is managed by us.
- 6.3 **Smart routing** will not be triggered if the primary geographic number that has failed:
 - 6.3.1 is hosted on our local switch and that switch has failed; or
 - 6.3.2 is a number you have transferred from a third party and that switch which hosts the number has failed.
- 6.4 **Smart routing** is not available for primary geographic numbers hosted on centrex or business-exchange lines.

7. Business phone line over broadband

If we provide the phone **service** over our cable broadband network then the following provisions apply in addition to these special terms and our standard terms and conditions:

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- 7.1 You have to keep your broadband router plugged in and switched on at all times to make and receive calls.
- 7.2 You acknowledge that in the event of a power or network outage, your telephone service will not work and you will be unable to make or receive telephone calls, including calls to the Emergency Services. You should keep a mobile phone handy and charged and use your mobile phone to call the emergency services should you need to.
- 7.3 If we provide your phone services over our broadband network and you have a security or personal alarm or health monitor which is connected to your phone line, this will not work during a power or network outage. You should check with your alarm or monitor provider to see whether your alarm or monitor is connected to your phone line and if this affects you.
- 7.4 If you connect any of **your apparatus** to your telephone line, this will also not work in an outage.
- 7.5 If we have agreed that you have special accessibility requirements we will provide you with an **Emergency Back Up Line**, that will allow you to make calls to the Emergency Services in the event of an outage. For the avoidance of doubt, the provisions of our standard terms and conditions relating to **service equipment** apply to the **Emergency Back Up Line** we provide to you. It is your responsibility to ensure that the **Emergency Back Up Line** device is always connected, plugged in and switched on and that you report any issues to us immediately and without undue delay.
- 7.6 Whilst **your apparatus**, security and personal alarms and health monitors may be compatible with our network we do not guarantee that they will be. It is always your responsibility to check with the provider of **your apparatus**, security and personal alarm or health monitor that **your apparatus**, security and personal alarm or health monitor is compatible before you place an order for **business phone line over broadband service**. Subject to clause 15.1 of our standard

terms and conditions, we cannot accept responsibility for issues arising out of incompatibility and we will not be liable in any way for any loss or damage arising from your use of such equipment with any service equipment or with our **business phone line over broadband service**.

Thank you

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