

SMB
BUSINESS TELEPHONY
SPECIAL TERMS

Business telephony



Version 2 (SMB)

This document tells you about our business telephony service. 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).
 - CPE** (customer premises equipment) is equipment you buy from us for you to use with **centrex**.
2. **Paying charges**

We invoice the price of any **CPE** 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**. 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 **CPE** specified on the **order form** from us.
 - 4.2 Clauses 4.3 to 4.7 only apply if you have bought **CPE** 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 **CPE**.
- 4.4 If you have bought **CPE** from us, for 12 months after we install the **CPE** we will replace or repair (as we decide) faulty **CPE**, free of charge, if:
 - 4.4.1 you give us written notice of the faults;
 - 4.4.2 the faults are, in our reasonable opinion, due to faulty design, workmanship or materials;
 - 4.4.3 the **CPE** has not been altered without our permission in writing; and
 - 4.4.4 the **CPE** has always been used properly.

This clause 4.4 does not apply to any **CPE** not bought from us.
- 4.5 If we replace **CPE** under clause 4.4, that clause will continue to apply only for what remains of the 12-month period from us installing the original **CPE**.
- 4.6 Instead of replacing or repairing faulty **CPE** under clause 4.4, we may instead refund the price you paid us for **CPE**.
- 4.7 You will become liable for loss of or damage to **CPE** equipment when we deliver it to you. However, you will not own the **CPE** 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. Ordering the service and term of the agreement**
- 6.1 In relation to the **service**, clause 3.1 to 3.3 of our standard terms and conditions will be considered to be amended to read as follows.

“3.1 For any particular service, the agreement will come into force when:

- 3.1.1 you confirm your order over the phone with us, as set out in the **order form**;
- 3.1.2 you start using the **service**; or
- 3.1.3 the **service** becomes available to you;

whichever is earlier.

3.2 Unless you or we cancel the agreement early (in the way allowed under the agreement), it will stay in force for the **minimum period** (see clause 3.3) and then continue until you or we end it by giving the other at least 90 days' notice in writing. If you or we do not want the agreement to continue beyond the **minimum period**, written notice must be given at least 90 days before the end of the **minimum period**.

Any such notice you give us must be given to Customer Services in line with clause 22.

3.3 The **minimum period** is:

3.3.1 the period stated on the order form, starting on the **service start date**; or

3.3.2 if no period is set out on the **order form**, 12 months, starting on the **service start date**.”



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.