Annex - Line & Calls Terms

26 Mark Simcoe Fri, Feb 5, 2021 Terms & Conditions 4978

Terms & Conditions Annex

Lines & Calls Services

Service Specific Terms and Conditions for Lines & Calls services provided by the Company

1. Definitions - additional to those in the Main Terms and Conditions

a. "BT" means British Telecommunications Plc.
b. "PSTN" means the Public Switched Telephone Network
c. "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, connected to the public telephone network and used by the Customer in order to use the Service.
d. "Minimum Period" means the minimum period during which Service is provided as agreed during the ordering process with the Company.
e. "Network" means a telephone network over which service is provided.
f. "Number" means the telephone line(s) and or CLI(s) over which Service is provided to the Customer.
g. "Service" includes previously defined services with the addition of PSTN line rental, direct or indirect access telecommunication service including but not limited to calls and numbering services.
h. "Usage Charges" means the charges made by the Company to the Customer for use or the provision of the Service.

2. The Company will procure Service to the Customer as detailed on the order. The Company, or its principles may at time to time without notice vary the Service for technical, operational or other reasons within its entire discretion.

3. The Company will use reasonable endeavours to procure a continuous high quality Service in accordance with our SLA’s and the Customers chosen / purchased service levels.

4. The Company will use reasonable endeavours to report to its principles any fault on the Network, which is reported to it by the Customer. The Company shall not be liable to the

Customer for any losses incurred as a result of any interruption to the Service.

5. If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then the Company may recover all reasonable costs incurred from the Customer.

6. Missed appointments, in the event that a visit is required to the Customer's premises for any reason an appointment will be advised, if this appointment is missed by the Customer then a missed appointment charge will be added to the Customer's monthly bill to cover expenses incurred.

7. Where a fault is reported by the Customer and engineers are despatched to the Customer's premises and the fault is determined to be within the Customers control and responsibility then the Customer accepts liability for the costs associated with the engineer call out at the current prevailing rate from either the Company or its chosen services provider. This charge will be automatically added to the Customer's account and be collected during the next billing run.

8. The Company shall be entitled to suspend Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or by its principles, or for any other reason whatsoever. The Company will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.

9. The Company shall not be liable to pay any termination fees or other charges payable to the Customer's previous supplier(s) of telecommunications services. The Company will assume that the Customer is free to move any / all of its services to the Company and has the authority and permission to do so, the Customer indemnifies the Company against any subsequent claims or losses that may result.

10. The Customer undertakes to;

a. Use the service in accordance with the reasonable instructions of the Company or its principles.
b. Not to use the Service in any improper or unlawful manner or in any manner which may cause offence.
c. To allow the Company or its duly appointed agents access to the Customer's

premises for the purposes of installation, programming and maintenance, or for any other reason whatsoever

d. To ensure that the Customer Equipment is in good working order and is maintained by a competent maintainer or service provider.
e. To use only BABT or IC approved Customer Equipment, all Customer Equipment must comply with all relevant legislation relating to its use from time to time.
f. To pay for all Service provided by the Company within the time limits and in the manner set out in our Main Terms and Conditions and be responsible for the usage of the Service, whether the use of the Service has been authorised by the Customer or not, and the customer agrees that the Company is not obliged to monitor the levels of usage and/or report on unusual usage patterns.
g. To inform the Company, giving at least 30 days written notice, of any changes in details of the Customer including change of address or emergency service details.
h. Not to in any way whatsoever modify the programming of the Customer Equipment where the Customer Equipment has been programmed by the Company.
i. Not to in any way whatsoever, cause calls to be routed over any networks, other than the Network without prior permission being granted by the Company.
j. At the Customers own expense, to terminate any existing contracts with alternative suppliers following the transfer of services the to the Company which are similar or replaced by the Companies services.
k. Not to enter into any contracts with alternative suppliers to provide the Customer with services which are similar to the Service or intended replacements for the Service whilst still within the Minimum Term.
l. To provide the Company with explicit consent to allow telecommunication service providers, including BT, to disclose relevant information about the Customer to the Company.
m. Not to claim ownership rights over any Number, nor attempt to sell or agree to transfer any Number provided to it.
n. To comply with current UK legislation in the use of telecommunications services.

Inclusive Minutes / Free Calls for Digital Phone Lines

The inclusive calls are applicable to all calls over the Digital Phone Lines only.

Minutes are provided at the start of each month and unused minutes expire at the end of each month (do not roll over). Calls are deducted in 1 minute blocks from the allowance and a single call limit of 60 minutes is applied. Should a call exceed 60 minutes then normal call charges will apply for that call, in order to avoid charges simply hang up and re-dial before the hour is up.

- **On-Net Calls**
  Calls made to other extensions or users of the IC Digital Voice platform are not chargeable and are included within the monthly licence fee.
- **UK Landline Calls**
  Inclusive calls are valid to landline destinations starting with the 01,02 & 03 dialling codes.
- **UK Mobile Calls**
  Inclusive calls are valid to the major mobile provider networks including EE, O2, Vodafone, 3 or providers using these networks.

For Unlimited plans a maximum fair usage limit of 5,000 minutes is applicable and calls must be placed to a fair mixture between landline and mobile. These lines are specifically not for call centre or auto dialler use.

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