

## Supplementary terms for the supply of Non Geographic Number Services

The Services set out herein shall be supplied by Connaught to the Customer on the terms and conditions set out in Connaught's General Terms and Conditions and these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Access Charge' means the charge levied by the calling party's service provider.
- 1.2 'Artificial Inflation of Traffic' ('AIT') means the flow of Calls to the Non Geographic Number Services, in particular revenue share services that results from any activity on or on behalf of the party operating that revenue share service that is disproportionate to the flow of Calls which would be expected from good faith commercial practice and use of the Non Geographic Number Services.
- 1.3 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that is provided to the Customer by Connaught under the terms of this Agreement.
- 1.4 'Call Charge' means charges for inbound Calls, including mobile Access Charges and Charges for routing to mobile Destination Numbers, as applicable.
- 1.5 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.6 'Call Payment' means the payment made to the Customer in which is a proportion of the Call Revenue generated by Calls to relevant numbers.
- 1.7 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.8 'Destination Number' means the terminating geographic number, mobile telephone number, international telephone number or otherwise to which Connaught will route the Call.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Connaught is unable to provide prior notice of.
- 1.10 'End User' means a user of the Services subscribed to by the Customer.
- 1.11 'Event' means the direct or indirect advertisement of one or more Non-Geographic Numbers by the Customer which may be reasonably expected to result in a high call volume to the Non-Geographic Number(s).
- 1.12 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.13 'Line' means connection to a network that is provided to the Customer by Connaught under the terms of this Agreement, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.14 'Micro-Enterprise' means a Customer that employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million (approximately £1.7 million), as defined in Commission Recommendation 2003/361/EC and General Condition C1.
- 1.15 'Non-Geographic Number' means a public telephone number in the United Kingdom number space which is not linked to a geographic location, starting with 03 and 08 which is allocated by Connaught for use by the Customer.
- 1.16 'Non Geographic Number Services' means the supply of Non-Geographic Numbers and the routing of calls made to such numbers to the Destination Number.
- 1.17 'Ofcom' means the Office of Communications or any competent successor.

- 1.18 'Payment Threshold' means the minimum monetary value above which Connaught will make a Call Payment.
- 1.19 'Planned Maintenance' means any period of maintenance for which Connaught has provided prior notice, as set out in the Service Level Agreement.
- 1.20 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.21 'Service Charge' means the charge levied by the provider of the Non Geographic Number Services
- 1.22 'Service Package' means a package of services, as set out in the Service Schedule.
- 1.23 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.24 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services to make Calls.

#### 1A. **Micro-Enterprise Protections**

Where the Customer qualifies as a Micro-Enterprise under Clause 1A of the General Terms and Conditions, the enhanced protections set out therein shall apply to these Supplementary Terms, including but not limited to extended notice periods and reduced termination charges.

## 2. **TERM**

- 2.1 This Agreement will be deemed effective on the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of each Additional Term shall be one year. Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term thereafter;
  - 2.2.2 The Customer notifies Connaught of acceptance of changes, the Agreement shall continue in force for an Additional Term;
  - 2.2.3 The Customer fails to notify Connaught of acceptance of changes and fails to serve notice to terminate, such failures to notify Connaught shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

## 3. **PROVISION OF SERVICES**

- 3.1 The Services comprise Non Geographic Number Services and service desk as set out in the Order and described in the attached Service Schedule.
- 3.2 Connaught shall use reasonable endeavours to provide the Non Geographic Number Services twenty-four hours per day, subject to the limitations expressed in this Agreement and the service levels described in paragraph 4 of the Service Schedule attached hereto. However, Connaught does not make any representations as to the accuracy, completeness, compatibility, error-free nature or fitness for purpose of the Non Geographic Number Services.
- 3.3 Connaught shall use reasonable endeavours to provide each of the Services set out in the Order to the Customer, subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, Connaught shall carry out the necessary pre-service provision activities, including configuration of the Non Geographic Number Services and agreement of the RFS Date with the Customer.

- 3.4 The Services provided shall include those of the following as set out in the Order:
  - 3.4.1 The supply of one or more Non-Geographic Numbers;
  - 3.4.2 The translation and routing of dialled Non-Geographic Numbers to one or more Destination Numbers;
  - 3.4.3 The provision of additional services as set out on the Order and described in the Service Schedule;
  - 3.4.4 The provision of a service desk.
- 3.5 Connaught will provide the Inbound Service from the point the Call is passed into Connaught's Network to the point of termination at the boundary of the Customer's network.
- 3.6 During the term of this Agreement, Connaught shall be entitled to:
  - 3.6.1 Change the technical specification of the Non Geographic Number Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Non Geographic Number Services;
  - 3.6.2 Make alterations to the Non Geographic Number Services. Such alterations may result in temporary disruption to the Non Geographic Number Services and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 Connaught shall use reasonable endeavours to provide the Non Geographic Number Services 24 x 7 x 365, however Connaught cannot guarantee and does not warrant that the Non Geographic Number Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Non Geographic Number Services for emergency reasons or degradation of the quality of the Non Geographic Number Services.

#### **4. ACCEPTABLE USE**

- 4.1 The Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Connaught from time to time.
- 4.2 The Customer agrees to ensure that the Non Geographic Number Services are not used by its End Users to:
  - 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, Nuisance or hoax Calls or other communications;
  - 4.2.2 Send or knowingly receive data or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
  - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including but not limited to Artificial Inflation of Traffic;
  - 4.2.6 Enable any other service provider to route Calls or other communications through Connaught's Network;
  - 4.2.7 Obtain access to restricted areas of the Network;
  - 4.2.8 In any manner which in Connaught's reasonable opinion brings Connaught's name into disrepute;
  - 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;

4.2.10 Falsify CLIs, user information or forge addresses;

4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify Connaught against any third party claims arising the Customer's breach of the terms of this clause 4.

## **5. CUSTOMER'S OBLIGATIONS**

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Connaught, including but not limited to those arising from Call charges incurred by the Customer; and
- 5.1.1 The Customer undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Non Geographic Number Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Ensure that all reasonable measures to minimise Toll Fraud, including Artificial Inflation of Traffic, are made as set out in clause 12 hereof.
- 5.3 If the Customer has subscribed to call recording services, the Customer shall ensure full compliance with the statutory requirements for the use of such service.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by Connaught to the Non Geographic Number Services that such equipment shall be:
- 5.4.1 Technically compatible with the Non Geographic Number Services;
- 5.4.2 Conformant with all regulatory standards;
- 5.4.3 Configured / programmed by the Customer;
- 5.4.4 Adequately protected against infection with malware or other breaches of security;
- 5.4.5 Conformant with any instruction issued by Connaught in relation thereto; and
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of Connaught is causing disruption to the Non Geographic Number Services, Connaught shall be entitled to suspend the provision of the Non Geographic Number Services until such equipment is disconnected from the Non Geographic Number Services.
- 5.6 Accept that Connaught shall not be liable for failure to meet any service levels or any failure of the Non Geographic Number Services resulting from the Customer's failure to comply with the provisions of clause 5.4.
- 5.7 Save as when acting in the capacity of a Connaught-authorized Reseller, not re-sell the Services.
- 5.8 Co-operate reasonably with Connaught's supplier if the supplier directly contacts the Customer to make or change appointments or to request information in respect of an installation or a Fault.
- 5.9 Comply with all applicable laws and regulations, including, but not limited to data protection, code of conduct and those issued by the Regulator.
- 5.10 Acknowledge that Connaught shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of sub-clause 5.9; and
- 5.10.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, shall indemnify Connaught against any third party claims arising from such breach.

## **6. CONNAUGHT'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Connaught shall:

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in the Order and Schedule.

- 6.2 Make available a service desk that shall provide support and guidance in the use of the Non Geographic Number Services and manage the resolution of all Non Geographic Number Services-related Faults reported by the Customer.
- 6.3 Respond to Tickets raised by the Customer and make reasonable endeavours to repair any Fault that is within the Network or directly caused by Connaught, its employees, agents, subcontractors or suppliers.
- 6.4 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Connaught may place on the Non Geographic Number Services.
- 6.5 In addition to its obligations set out the General Terms and Conditions attached hereto, Connaught also warrants that it shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.

## **7. Clause intentionally unused**

## **8. GENERAL**

- 8.1 The Customer acknowledges that title to the Non-Geographic Numbers supplied under the terms of this Agreement shall at all times be retained by Connaught and the Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 If the Customer requests paper-based itemised bills, Connaught shall provide such and shall make an additional charge, at its prevailing rates, for the provision of such facility.
- 8.3 In the event that Connaught ceases to trade, upon written notice given by Connaught's supplier, Connaught's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Connaught's supplier or to the supplier's nominee.
- 8.4 Connaught has no control over the data delivered to the Customer via the Services provided by Connaught and therefore cannot accept liability for loss or damage caused by or resulting from Nuisance Calls or malicious data including viruses, Trojan horses or spam.
- 8.5 If Connaught carries out work in response to a Fault report and Connaught subsequently determines that the Fault either was not present or was caused by an act or omission of the Customer, Connaught shall be entitled to charge the Customer at its prevailing rates.
- 8.6 If Connaught receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, the Customer will do everything reasonably required by Connaught to ensure that Connaught and its supplier will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by the Regulator in respect of the provision of the Non Geographic Number Services.
- 8.7 Connaught provides the facilities of its service desk on a fair usage basis. If in Connaught's reasonable opinion, the number of requests that the Customer makes of the service desk exceeds that which is reasonably expected, based on Connaught's experience of providing such a service, Connaught shall be entitled, after prior notification, to charge the Customer for excess use of the service desk facilities.

## **9. TERMINATION**

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
  - 9.1.1 By either party by giving the other not less than ninety days notice in writing to terminate on the last day of the calendar month in which the end of the Minimum Term or Additional Term thereafter falls;

- 9.1.2 By the Customer by giving thirty days' notice in writing if Connaught makes changes to the terms of this Agreement which are materially detrimental to the Customer PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
- 9.1.3 By the Customer by giving thirty days' notice in writing if Connaught makes changes to the Non Geographic Number Services which are materially detrimental to the Customer PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
- 9.1.4 Forthwith by either party during the Run-Up Period if Connaught discovers technical issues including location of the Customer's site, which prevent it from being able to provide the Services or part thereof;
- 9.1.5 By Connaught if its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Customer shall be responsible for:
  - 9.2.1 Arranging for services to be provided by an alternative supplier; and
  - 9.2.2 Payment of any charges due to Connaught arising from the Customer's failure to arrange for services to be provided by an alternative supplier, such charges to be made at Connaught's standard prevailing rates);
  - 9.2.3 Ceasing to advertise the Non-Geographic Numbers provided by Connaught under the terms of this Agreement;
- 9.3 On termination of this Agreement, all Non-Geographic Numbers allocated to the Customer under the terms of this Agreement shall be transferred to Connaught.
- 9.4 The provisions of sub-clause 9.3 do not prevent the Customer requesting migration of the Non-Geographic Numbers to a new provider, subject to the following:
  - 9.4.1 Such request should be made by the Customer to the new provider;
  - 9.4.2 Connaught shall be entitled to charge the Customer for each Non-Geographic Number that is transferred away from Connaught;
  - 9.4.3 Non-Geographic Numbers cannot be migrated away from Connaught prior to the expiry of the Minimum Term of this Agreement.
- 9.5 Unless payment of any of Connaught's invoices for supply of the Services is outstanding, all due Call Payments will be paid to the Customer within two months of the date of termination of this Agreement.

## **10. CHARGES AND PAYMENT**

- 10.1 The Charges include as appropriate, set-up fees, monthly number rental Charges and Call Charges.
- 10.2 In general, invoices for set-up Charges shall be raised by Connaught immediately following the Commencement Date, invoices for number rental shall be raised in advance of the relevant period and Call Charges shall be invoiced in arrears. The invoicing period is set out in the Order.
- 10.3 Call Payments shall be applied to the Customer's invoice by Connaught in arrears.
- 10.4 Except in the case of demonstrable error, all Charges and Call Payments will be calculated in accordance with data collected by or on behalf of Connaught.
- 10.5 The Customer acknowledges that the Charges for the Minimum Term are calculated by Connaught in consideration inter alia of the setup costs to be incurred by Connaught and the length of the Minimum Term offered.
- 10.6 The Customer agrees that it shall be liable for termination charges, which shall be paid by way liquidated damages in the event that:
  - 10.6.1 The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or Connaught terminates this Agreement prior to the end of the Minimum Term by

reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for:

- a) Payment of all outstanding set up charges, including repayment of any discount that may have been applied; and
- b) Payment of any other discounts, subsidies, contributions or benefits that may have been applied; and
- c) Payment of any applicable cease charges;
- d) Payment of all number rental Charges due to the end of the Minimum Term;
- e) Payment of all Call Charges incurred up to the date of termination.

10.6.2 The Customer terminates this Agreement at convenience prior to the end of an Additional Term or Connaught terminates this Agreement prior to the end of an Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for:

- a) Payment of any applicable cease charges;
- b) Payment of all number rental Charges due to the end of the Additional Term;
- c) Payment of all Call Charges incurred up to the date of termination.

10.6.3 The Customer terminates this Agreement at convenience during the Run-Up Period, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by Connaught up to the date that Connaught received notice of the Customer's intention to terminate;

10.7 The Customer shall not be liable for termination charges if this Agreement is terminated by:

10.7.1 The Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with clauses 2.3 and 9 of these Supplementary Terms and Clause 11 of the General Terms and Conditions;

10.7.2 The Customer or Connaught during the Run-Up Period by reason of Connaught becoming aware that will be unable to provide the Services or part thereof;

10.7.3 Connaught at any time if it can no longer provide the Services or part thereof;

10.7.4 The Customer by reason of Connaught's un-remedied breach of the terms of this Agreement;

10.7.5 The Customer if Connaught or its supplier makes changes to the Services which detrimentally affect the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof;

10.7.6 The Customer if Connaught makes changes the terms of this Agreement which are materially detrimental to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof.

10.8 In respect of Non Geographic Numbers that the Regulator has a supervisory role, Connaught shall:

10.8.1 Retain a proportion of every Call Payment which Connaught is obliged to pay to the Regulator;

10.8.2 Where Connaught is notified by the Regulator that any sum is due to be paid to the Regulator (including administration charges and fines) which has not been paid, withhold Call Payments and pay such to the Regulator until the Regulator notifies Connaught that the sum due has been paid.

## 11. LIMITATIONS

11.1 The provision of these Services by Connaught is contingent upon the Customer having pre-installed Line(s), and equipment that is capable of terminating Calls at the Destination Number but is regardless of the Customer's current service provider.

- 11.2 Connaught does not make any representations that the Non Geographic Number Services will operate in combination with equipment that has not been provided by Connaught.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, Connaught shall also be entitled to suspend the provision of Non Geographic Number Services, in whole or part, without notice due to:
  - 11.3.1 Emergency maintenance or other emergency operational reason;
  - 11.3.2 Planned Maintenance or upgrades, subject to reasonable notice. Connaught shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades;
  - 11.3.3 Connaught is required by Government, emergency services, regulatory body or other competent authority to suspend Services.

## **12. TOLL FRAUD**

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all number rental and Call Charges whether the Customer or a third party uses (without the authorisation of the Customer) the Non Geographic Number Services. Connaught shall not be under any obligation (express or implied) to monitor the Customer's calls, call usage and/or patterns of usage.
- 12.3 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
  - 12.3.1 Regularly changing system passwords;
  - 12.3.2 Regularly changing user passwords;
  - 12.3.3 Changing passwords as appropriate when employees leave;
  - 12.3.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
  - 12.3.5 Ensuring that the Customer's telephone systems are fully protected against known vulnerabilities.
- 12.4 Connaught shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.5 The Customer shall notify Connaught immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
  - 12.5.1 Upon notification, Connaught shall take immediate steps to suspend the relevant part or parts of the Non Geographic Number Services and ensure that no further traffic is permitted on the relevant Lines;
  - 12.5.2 Connaught shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Non Geographic Number Services.
- 12.6 If, in the reasonable opinion of Connaught, the Customer's Call volume and profile is or becomes indicative of fraudulent activity, Connaught shall be entitled to suspend the Non Geographic Number Services immediately without notice.

## **13. ADDITIONAL CONDITIONS THAT APPLY TO THE USE OF NON GEOGRAPHIC NUMBER SERVICES**

- 13.1 The Customer agrees to comply with and be bound by the Code of Practice of the Regulator (the 'Code') as amended from time to time.
- 13.2 The Customer agrees to abide by any instruction, direction, recommendation or advice that the Regulator gives in general or express regard to the Customer's use of Non Geographic Number Services.
- 13.3 Connaught shall be entitled to immediately suspend or terminate Non Geographic Number Services if Connaught reasonably believes that:

- 13.3.1 The Customer is in breach of the Code;
- 13.3.2 The Non Geographic Number Services are being used fraudulently;
- 13.3.3 The Customer is not providing a bona fide service as recognised by the Regulator;
- 13.3.4 The Customer is conducting business illegally or for an illegal purpose;
- 13.3.5 Non Geographic Number Services are being used in connection with fraud or other criminal activity against Connaught, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic
- 13.4 The Customer shall provide Connaught or the Regulator any information reasonably requested which relates to the Customer's usage of Non Geographic Number Services.
- 13.5 The Customer shall ensure that its registration with the Regulator for the receipt of the Non Geographic Number Services is current and is maintained for the duration of this Agreement; and
  - 13.5.1 Shall promptly provide evidence of such at Connaught's reasonable request.
- 13.6 The Customer also agrees that:
  - 13.6.1 Connaught or the Regulator may monitor the Customer's use of Non Geographic Number Services;
  - 13.6.2 Connaught may withhold such payment sums as the Regulator may direct, which would otherwise be payable to the Customer, until directed to release the payment;
  - 13.6.3 Connaught shall pay refunds from withheld payments on the Customer's behalf, when directed to do so by the Regulator;
  - 13.6.4 Connaught may apply such withheld payments towards sums due in respect of fines, charges or other costs arising from the Customer's breach of the Code, after deduction of costs or losses incurred by Connaught in respect thereof;
  - 13.6.5 The Customer shall be liable without limitation to Connaught for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Non Geographic Number Services by the Customer, its employees, agents and subcontractors;
  - 13.6.6 The Customer shall not make (nor allow anyone on the Customer's behalf to make) calls to the Non Geographic Number Services other than at what Connaught deems reasonable intervals for the purpose of testing that the service is working correctly.
- 13.7 The Customer warrants that the supply to it of Non Geographic Number Services by Connaught does not breach the terms of any sanction imposed by the Regulator on the Customer, its employees, agents, subcontractors or third parties using its services.
- 13.8 Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the terms of this Clause 13 may be directly enforced by the Regulator in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 13.9 The Customer shall be entitled to receive Call Payments from Connaught based on the volume of call traffic generated by the use of the applicable Non Geographic Number Services number range, calculated by reference to data logged by Connaught.
- 13.10 The rates at which the Call Payments are applied and monthly Call Payment threshold ('Payment Threshold') are set out in the Order.
- 13.11 Connaught shall make monthly Call Payments provided that the Payment Threshold is exceeded in the applicable calendar month. Call Payments that are not paid due to falling below the Payment Threshold will be carried forward to the following month.
- 13.12 Payments will be made by Connaught no earlier than thirty days after the end of the month in which the Call Payments are accrued.
- 13.13 Connaught shall be entitled to withhold payment of Call Payments:
  - 13.13.1 Upon and during any period that the Non Geographic Number Services are suspended;

- 13.13.2 If in Connaught's reasonable belief, the Customer is in breach of this Agreement;
  - 13.13.3 If Connaught is made aware, or reasonably believes that the Customer has increased payment entitlement by fraudulent or improper means;
  - 13.13.4 If Connaught's supplier has failed to provide the corresponding payment;
  - 13.13.5 If the Regulator requests withholding the payment.
- 13.14 Connaught shall be entitled to set off any charges due to it against any payments due to the Customer.
- 13.15 On termination of this Agreement the Customer shall be entitled to receive all remaining accrued Call Payments subject to set-off against any termination charges that may be incurred.
- 13.16 Connaught shall be entitled to apply a monthly charge for each inbound number which does not carry any traffic for any period of three consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 13.17 If an inbound number is withdrawn by the Regulator or any of Connaught's suppliers for reasons beyond Connaught's control Connaught shall recover the number(s) from the Customer immediately; Connaught will use reasonable endeavours to supply another, acceptable number.
- 13.18 The following limitations apply to the international access of Non Geographic Number Services:
- 13.18.1 Connaught cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that the Customer perform full compatibility tests prior to publishing any international number(s) provided by Connaught;
  - 13.18.2 Connaught cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;
  - 13.18.3 The Customer accepts that additional restrictions to Non Geographic Number Services may apply in certain countries;
  - 13.18.4 The Customer accepts that Connaught is reliant on third parties for delivery of billable call records and there may be an unlimited delay in billing for international calls.
- 13.19 The Customer shall provide to Connaught not less than eight Working Days' notice of an Event or campaign of Events, such notice to include:
- 13.19.1 The date, time and duration of the Event or campaign of Events;
  - 13.19.2 The anticipated Call volume;
  - 13.19.3 The number of Lines available to receive the Calls;
  - 13.19.4 The expected minimum and average Call duration;
  - 13.19.5 The times that peak Call volume is anticipated.
- 13.20 The Customer accepts that its failure to provide the notice set out in sub-clause 13.19 may result in Connaught's Non Geographic Number Services being unable to accommodate the Event and that Connaught may refuse to accommodate such an Event.
- 13.21 The Customer shall immediately notify Connaught in the event that it receives a request or instruction from the Regulator to suspend the Non Geographic Number Services.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Connaught. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

### 1. Non Geographic Number Services

Connaught's Non Geographic Number Services routes Calls made to a non-geographic number beginning with 08 or 03 to a hidden geographic or mobile Destination Number.

1.1 The following routeing options are available:

- Routeing UK and international Non-Geographic Numbers to one Destination Number
- Routeing UK and international Non-Geographic Numbers to multiple Destination Numbers

1.2 0800 / 0808 prefixed numbers

The Call is free to the calling party.

The Customer will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An inbound Call Charge for each Call
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is routed to a mobile Destination Number

1.3 0844 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Customer will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is routed to a mobile Destination Number

1.4 0845 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Customer will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An inbound Call Charge for each Call

- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is routed to a mobile Destination Number

#### 1.5 0870 / 0871 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Customer will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is routed to a mobile Destination Number

The Customer will be paid:

- A Call Payment which will be a proportion of the Service Charge paid by the calling party

#### 1.6 030 / 033 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge at the its supplier's standard rate for 01 / 02 access

The Customer will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An additional Charge for each Call if such Call is routed to a mobile Destination Number

## 2. Service Desk

2.1 Subject to fair usage, Connaught's Service Desk provides support and assistance in the use of the Services, including the following:

- Provision of help and guidance in the use and configuration of the Telephony Services
- Management of the prompt resolution of Faults arising within the Telephony Services which are identified by Connaught's monitoring system
- Management of the prompt resolution of Faults arising within the Telephony Services which are raised by the Customer
- Management of hardware and firmware upgrades to Connaught-supplied CPE as required as a result of product / service improvement activities by Connaught
- Escalation management if required in the event of protracted Fault resolution
- Management of change requests
- Remote access support if possible and appropriate
- On-Site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault

- 2.2 The Customer shall make requests for assistance by one of the following methods:
- By Email to Connaught’s service desk: support@connaughtltd.co.uk
  - By Telephone to Connaught’s service desk: 0121 311 1010
- 2.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

**3. Service Level Agreement**

- 3.1 Connaught shall make reasonable endeavours to ensure that the Non Geographic Number Services are available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Non Geographic Number Services and Connaught does not make such warranty. Reasons for reduction in functionality or unavailability of the Non Geographic Number Services include, but are not limited to:
- 3.1.1 Faults occurring within the underlying telephony services and connectivity;
  - 3.1.2 Faults occurring in the PSTN;
  - 3.1.3 Planned maintenance (Connaught will provide reasonable notice in the event of such maintenance);
  - 3.1.4 Emergency maintenance;
  - 3.1.5 Force Majeure events.
- 3.2 Connaught’s failure to meet the targets set out in this Service Level Agreement shall not be deemed to be a breach of this Agreement.

**4. Complaint Handling**

- 4.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk	support@connaughtltd.co.uk 0121 311 1010
2	Technical Manager	nigel.turner@connaughtltd.co.uk 0121 224 7204
3	General Manager	laura.richards@connaughtltd.co.uk

- 4.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.