

Supplementary terms for the supply of Hosted IP Telephony 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 Services' means either the physical connection between the Customer Site and the Core Network or a broadband service-based connection, neither of which, for the avoidance of doubt, are provided under the terms of these Supplementary Terms.
- 1.1 '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.
- 1.2 'Bundle' means a subscription to additional features including monthly usage allowance, for defined Call types, to be used by the Customer on a fair usage basis.
- 1.3 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to the Customer by Connaught under the terms of this Agreement.
- 1.4 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.5 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.6 'Core Network' means the communications equipment and communication lines and circuits provided by Connaught excluding the Access Services, the Public Internet and the Customer Premises Equipment, for the provision of the Telephony Services.
- 1.7 'Customer Premises Equipment' ('CPE') means network equipment provided by Connaught which shall be located at the Customer's premises, including, but not limited to network terminating equipment, routers and media gateways.
- 1.8 'Emergency Call' means a Call made to either '999' or '112'.
- 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 'Emergency Services Organisation' means emergency service organisation including police, fire brigade and ambulance service.
- 1.11 'End User' means a user of the Services subscribed to by the Customer.
- 1.12 'Exchange' means the local point of presence in the Core Network.
- 1.1 'Fair Usage Policy' means our policy that applies to any of our Services that provide free or inclusive call bundles.
- 1.2 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.3 'Hosted Telephony Platform' means Connaught's Core Network-located telephony exchange which provides full function telephony exchange functionality and routing for Calls.
- 1.4 'LAN' means local area network situated at the Customer's Site and under the control of the Customer.
- 1.5 'Line' means connection that is provided to the Customer by Connaught under the terms of this Agreement.

- 1.6 '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.
- 1.7 'Ofcom' means the Office of Communications or any competent successor.
- 1.8 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.9 'Planned Maintenance' means any period of maintenance for which Connaught has provided prior notice.
- 1.10 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.11 '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.
- 1.12 'SIP Channels' means the capability to support incoming and outgoing calls. Every SIP trunk contains a number of channels, which are virtual versions of telephone lines. The number of channels you need depends on how many concurrent calls your organisation makes.
- 1.13 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.14 'Subscriber Number' means the number(s) allocated by Connaught for use by the Customer.
- 1.15 'Telephony Equipment' means routers, switches and telephone handsets.
- 1.16 'Telephony Network' means the packet switched telephone network or any successor technology.
- 1.17 'Telephony Services' means hosted IP-based telephony services, as set out in the Schedule.
- 1.18 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing telephony exchange services or using or selling long distance credit card codes.

1A. MICRO-ENTERPRISE PROTECTIONS

1A.1 Either party may terminate this Agreement by providing not less than thirty (30) days' written notice, such notice to expire no earlier than the end of the Minimum Term or any subsequent Additional Term. This provision overrides any longer notice periods specified elsewhere in this Agreement or the General Terms and Conditions, including Clause 9.1.1 of these Supplementary Terms and Clause 11.1A of the General Terms.

1A.2 Contract Duration Consent: No contract term shall exceed twenty-four (24) months unless the Customer has provided separate express written consent specifically acknowledging the longer duration and its implications. Connaught may request reasonable evidence of the Customer's Micro-Enterprise status at any time during the Agreement, and the Customer must maintain such status in order for the protections in this Clause to remain applicable.

1A.3 Extended Cooling-Off Period: The Customer shall have fourteen (14) working days from the Commencement Date to cancel this Agreement without penalty, provided written notice is given and any Services used are paid for at standard rates.

1A.4 Simplified Complaint Resolution: Complaints from Micro-Enterprise customers shall be acknowledged within one (1) working day and resolved within five (5) working days where possible.

1A.5 Charge Protection: Connaught shall provide thirty (30) days' written notice of any charges for Services that were not clearly identified at contract formation. These protections shall also apply to any equipment-related charges, including those described in Clause 10.

1A.6 Harmonised Protections: All micro-enterprise protections set out in Clause 1A of the General Terms and Conditions shall apply equally to these Supplementary Terms, including but not limited to: (a) Extended payment terms (28 days instead of 14 days); (b) Reduced termination

notice periods (30 days instead of 90 days); (c) Enhanced liability protections; (d) Service credit thresholds (24 hours instead of 72 hours); (e) Simplified complaint resolution procedures.

1A.7 Precedence of Micro-Enterprise Protections: Where the Customer qualifies as a Micro-Enterprise, the provisions of this Clause 1A shall take precedence over any conflicting provisions elsewhere in this Agreement, including but not limited to termination notice periods, payment terms, and liability limitations.

1A.8 Application of Protections: (a) These protections apply automatically when a Customer meets the micro-enterprise criteria at contract formation; (b) If a Customer's status changes during the contract term, they must notify Connaught within 30 days; (c) Loss of micro-enterprise status does not affect protections already applied; (d) Connaught may request evidence of micro-enterprise status annually.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Customer's Order by Connaught and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term, which shall be sixty months, unless otherwise set out in the Order. For Micro-Enterprise customers, any Minimum Term exceeding twenty-four (24) months shall only be effective where the Customer has provided separate express written consent in accordance with Clause 1A.2 above.
- 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 the Additional Term shall be one year unless otherwise set out on the Order. 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 calendar month immediately following the end of the Minimum Term or 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 If the Customer fails to serve notice to terminate in accordance with this Agreement within ninety (90) days prior to the end of the current term, this Agreement shall automatically renew for an Additional Term of one (1) year.

3. PROVISION OF SERVICES

- 3.1 The Services comprise Telephony Services and support services as set out in the Order and described in the attached Service Schedule. Connaught shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 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 site survey(s), installation work and agreement of the RFS Date with the Customer.
- 3.3 The Services provided shall include those of the following as set out in the Order:
 - 3.3.1 The provision of hosted IP-based Telephony Services;
 - 3.3.2 The provision of Subscriber Numbers and directory entries as specified by the Customer;
 - 3.3.3 The porting of existing geographic numbers (subject to the existence of appropriate porting agreements);
 - 3.3.4 The provision of services to enable the Customer to make and receive Calls via the Hosted Telephony Platform, the Public Internet and the Telephony Network;
 - 3.3.5 The provision of helpdesk services during the hours set out in the Schedule;

- 3.3.6 Installation of Equipment at the Customer's Site and the provision of basic training in the use of the Equipment and Services;
- 3.4 During the term of this Agreement, Connaught shall be entitled to:
- 3.4.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services. Where services are affected by industry-wide technology changes, network withdrawals, regulatory requirements or supplier platform changes, Connaught reserves the right to propose reasonable system modifications or migrations necessary to maintain service continuity, which may be subject to additional charges.
- 3.4.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.4.3 For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in Connaught's reasonable opinion, such Calls are adversely affecting the Telephony Services, may suspend the provision of the Telephony Services.
- 3.5 In addition to its obligations set out the General Terms and Conditions attached hereto, Connaught also warrants that it and its suppliers shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.
- 3.6 Connaught cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.
- 3.7 If the Customer cancels the Services or terminates this Agreement before the end of the Minimum Term or prior to the RFS Date after an Order has been accepted, the Customer shall remain liable for:
- 3.7.1. all third-party charges, setup costs and internal administration costs reasonably incurred by Connaught in anticipation of service delivery; and
- 3.7.2. all Charges that would have become due during the remainder of the Minimum Term. Such cancellation shall not relieve the Customer of any payment obligations or accrued liabilities.
- 3.8 Connaught may suspend the provision of the Services (in whole or in part) immediately and without liability if:
- 3.8.1. the Customer fails to pay any undisputed Charges when due;
- 3.8.2. the Customer is in material breach of this Agreement and fails to remedy such breach within 14 days of written notice; or
- 3.8.3. such suspension is required to comply with applicable law or the direction of a competent authority.
- 3.9 The Customer acknowledges that the Telephony Services may rely on third-party services and infrastructure, including but not limited to broadband internet access, power supply, and underlying carrier networks. Connaught shall not be liable for any delay, failure, or disruption in the Telephony Services caused by any failure, act, or omission of such third parties or due to circumstances beyond Connaught's reasonable control. Service performance, call quality and system availability are dependent upon the Customer's internet service, internal network configuration and third-party providers.

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 Telephony 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 Calls, emails, uploads 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 Core Network or Hosted Telephony Platform (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 party or service provider to route Calls, emails or other communications through Connaught's Core Network or Hosted Telephony Platform;
 - 4.2.7 Obtain access to restricted areas of the Core 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 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.11 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Telephony Services;
 - 4.2.12 Falsify user information or forge addresses;
 - 4.2.13 Act in any way which threatens the security or integrity of any computer system;
- 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 from the Customer's breach of the terms of this clause 4.

4A. TERM AND RENEWAL

- 4.4 4A.1 The Agreement shall continue for the Minimum Term as stated in the Order. Thereafter, it shall automatically renew for successive Renewal Periods of 12 months each unless either party gives the other not less than 90 days' prior written notice to terminate before the end of the then-current term.
- 4.5 4A.2 Termination under this clause shall not relieve the Customer of any accrued payment obligations or liabilities incurred prior to termination.

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:
- 5.1.1 The Customer undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Not route Calls over a third party's network. If (beyond the Customer's or Connaught's reasonable control) Calls are routed other than by Connaught's Hosted Telephony Platform:
- 5.2.1 Pay invoice(s) raised by third party supplier(s);

- 5.2.2 Notify Connaught immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.4 Agree that in all instances where it attaches Equipment that has not been provided by Connaught to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Connaught in relation thereto.
- 5.5 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.7 and such Equipment in the reasonable opinion of Connaught is causing disruption to the Telephony Services, Connaught shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.6 Provide a LAN at each the Customer Site, the performance of which conforms to the requirements for delivery of the Telephony Services, as set out in the Annex to the attached Service Schedule.
- 5.7 Only connect Equipment to Connaught's Network via connection points that are approved by Connaught.
- 5.8 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Connaught under the terms of this Agreement.
- 5.9 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 Fault.
- 5.10 If the Customer subscribes to a service that provides music on hold and the Customer uploads music files, the Customer agrees to obtain all necessary licences and permissions as may be required.
- 5.11 Comply with all applicable laws and regulations, including, but not limited to data protection and voice over IP and codes of conduct, including but not limited to those issued by the Regulator.
- 5.12 If the Customer elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Customer shall:
- 5.12.1 Ensure that the CLI is of a national significant format, is allocated to the Customer and that the Customer possess all necessary permissions in respect of the Line;
- 5.12.2 Ensure that if the CLI is not allocated to the Customer, the Customer possesses the allocated owner's written consent for its use and if such consent is revoked, immediately notify Connaught;
- 5.12.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Customer, is in use, connected to a terminal and is capable of receiving Calls;
- 5.12.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
- a) A premium rate number prefixed 09;
- b) A number that connects to a revenue sharing number that generates excessive or unexpected Call charges.
- 5.13 If the Customer uses auto-diallers to make Calls via the Telephony Equipment, the Customer agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time and shall:
- 5.13.1 Ensure that any call-list is kept up to date;
- 5.13.2 Ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.
- 5.14 Acknowledge that Connaught shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of sub-clauses 5.10 to 5.14; and

5.14.1 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 Provide to the Customer with copies of documentation required to assist its use of the Telephony Services and access to where such documentation exists only on a web interface.
- 6.3 Make available a service desk that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Telephony Services-related Incidents raised by the Customer.
- 6.4 Respond to Fault reports made by the Customer and make reasonable endeavours to repair any Fault that is within the Telephony Services or directly caused by Connaught, its employees, agents, subcontractors or suppliers:
- 6.5 Make reasonable endeavours to provide the Telephony Services by the RFS Date, but shall have no liability in the event of failure to do so.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Connaught may place on the Telephony Services.
- 6.7 Comply with the Customer's requirements regarding telephone directory listing, as set out in the Order.
- 6.8 Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Customer's requests for number porting and sub-allocation.

7. Clause intentionally unused

8. GENERAL

- 8.1 The Customer acknowledges that title to the Subscriber 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 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 or to its nominee.
- 8.3 Connaught has no control over the data delivered to the Customer over the Lines provided by Connaught and therefore cannot accept liability for loss or damage caused by malicious data including, but not limited to viruses, Trojan horses or spam.
- 8.4 If an appointment is made with the Customer for a visit to Site and that at the appointed time Connaught is unable to access the Customer's Site, or the appointment is otherwise broken by the Customer, Connaught shall be entitled to charge the Customer at its prevailing rate; and
 - 8.4.1 If Customer breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Connaught shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 If Connaught carries out work in response to a Fault reported by the Customer and Connaught subsequently determines that such 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 rate.

- 8.6 Connaught shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by Connaught.
- 8.7 Connaught will allocate the Customer with an appropriate number of SIP Channels to manage the inbound and outbound calling requirements on the hosted system. The maximum number of channels allocated will be as follows: Medical Centres & General Practice – 1 channel per user licence; Business & Commercial Enterprises – 1 channel per 3 user licences. Extra channels can be made available at an additional charge if required.
- 8.8 Connaught may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Telephony Services.
- 8.9 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 will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by Ofcom in respect of the provision of the Services.
- 8.10 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.
- 8.11 Unless otherwise set out on the Order, all Equipment provided to the Customer by Connaught under the terms of this Agreement shall remain the property of Connaught and on termination of this Agreement shall be subject to the provisions of sub-clause 9.5 hereof and sub-clause 11.3 of the General Terms and Conditions.

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 Either party may terminate this Supplement by giving not less than ninety (90) days' written notice, such notice to expire at the end of the Minimum Term or any subsequent renewal period.
 - 9.1.2 By the Customer by giving twenty one days' notice in writing if Connaught makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).
 - 9.1.3 By the Customer requesting to migrate numbers to another provider. Once the customer's telephone numbers have left the Connaught network, the agreement will be deemed to have been terminated. If applicable, termination charges will be charged as detailed in clause 10.9.
 - 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.

- 9.2.3 Payment of migration charges for all numbers migrated to another provider as per Clause 9.4 of this agreement.
- 9.3 On termination, all Subscriber Numbers allocated to the Customer under the terms of this Agreement shall be transferred to Connaught and subject to the appropriate number porting agreements that are in place, may be transferrable to the Customer's new supplier.
- 9.4 The customer has the right to request to migrate numbers to another provider subject to the contractual obligations contained within this agreement being met and also subject to paying a migration charge of £49 per number migrated to another provider.
- 9.5 The Customer shall within fourteen days of the termination date, return all Connaught-supplied Equipment to Connaught.
- 9.6 If Connaught-owned Equipment is not received by Connaught within fourteen days of the termination date, the Customer shall be invoiced for the current Recommended Retail Price of the non-returned equipment.
- 9.7 Where the Customer qualifies as a Micro-Enterprise under the General Terms, the enhanced protections outlined in Clause 1A of the General Terms shall apply to these Supplementary Terms.
- 9.8 Termination Charges under these Supplementary Terms shall be subject to the liability limitations set out in Clause 10 of the General Terms, except where specifically excluded within this Supplement.
- 9.9 Termination Notice Requirements: (a) All termination notices under this Supplement must be in writing and served in accordance with Clause 26 of the General Terms and Conditions; (b) Failure to serve timely notice results in automatic renewal for a further Additional Term; (c) Termination notices cannot be withdrawn without the written consent of both parties; (d) The burden is on the Customer to serve notice to terminate; silence equals acceptance of renewal.
- 9.10 These protections shall also apply to any equipment-related charges, including those described in Clause 10

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by Connaught immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all Call Charges, whether made with the authorisation of the Customer or not and any other incurred charges, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Calls that are not included in a Bundle ('ex-Bundle') will be charged at our standard rates and updated from time to time in accordance with the terms of this Agreement; and
- 10.2.1 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
- 10.2.2 Call charges are based on Call duration, charged per second and rounded up to the nearest penny;
- 10.2.3 If a Minimum Monthly Spend is set out in the Order, Connaught shall, each month charge the Customer for the greater of the Minimum Monthly Spend and the actual monthly Call Charge;
- 10.2.4 Call rates are based on termination to a land-line numbers. Connaught will levy additional Charges for calls that terminate to mobile or non-geographic numbers;
- 10.2.5 The Charges for Calls made to non-geographic numbers may be changed at short notice by Connaught's supplier and that it may not be possible for Connaught to provide written notice of such changes prior to the new Charges being effective.
- 10.3 Connaught shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Customer commences use of the Telephony Services. If the RFS Date does

not correspond with Connaught's invoicing period as set out in the Order, Connaught shall charge the Customer at a pro-rata rate for the first invoicing period.

- 10.4 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of Connaught.
- 10.5 Calls made by the Customer to numbers prefixed 0800 and 0808 will be free of charge.
- 10.6 The Customer acknowledges that the prices quoted in Connaught's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.7 The Customer may request to redirect incoming calls to an alternative number from time to time to assist with the operational running of its business. Short-term diverts are offered free of charge. However, the Customer acknowledges that should a call redirection remain in place for a period of more than 24 hours, there will be a one-off set-up fee for the call divert facility (billed at the standard rate) and redirected call charges will apply at 9 pence per minute for all redirected calls.
- 10.8 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.
- 10.9 The Customer agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages in the event that:
 - 10.9.1 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 installation charges, including repayment of any discount that may have been applied;
 - b) Payment of all Services charges including Bundles and Equipment rental charges due up to the end of the Minimum Term;
 - c) Payment of the expected ex-Bundle Call charges due to the end of the Minimum Term, such charges to be calculated by multiplying the average monthly Call charges (averaged over the previous six months) by the number of whole months remaining in the Minimum Term.
 - d) Payment of a migration charge of £49 per number ported to another provider as per clause 9.4 of this agreement.
 - e) Payment of the purchase price for all equipment supplied during the agreement. This can include but is not limited to telephone handsets, headsets, POE switches, broadband routers etc.
 - 10.9.2 The Customer terminates this Agreement at convenience prior to the end of any Additional Term or Connaught terminates this Agreement prior to the end of any Additional Term by reason of the Customer's un-remedied breach of this Agreement, the Customer shall be liable for:
 - a) Payment of all Services charges including Bundles and Equipment rental charges due to the end of the current Additional Term;
 - b) Payment of the expected ex-Bundle Call charges due to the end of the current Additional Term, such charges to be calculated by multiplying the average monthly ex-Bundle Call charges (averaged over the previous six months) by the number of whole months remaining in the Additional Term.
 - c) Payment of migration charges of £49 per number ported to another network provider as per clause 9.4 of this agreement.

- d) Payment of the purchase price for all equipment supplied during the agreement. This can include but is not limited to telephone handsets, headsets, POE switches, broadband routers etc.
- 10.9.3 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.
- 10.10 The Customer shall not be liable for termination charges if this Agreement is terminated by:
 - 10.10.1 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 Clause 9 of these Supplementary Terms and Clause 11 of the General Terms;
 - 10.10.2 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;
 - 10.10.3 Connaught at any time if it can no longer provide the Services or part thereof;
 - 10.10.4 The Customer by reason of Connaught's un-remedied breach of the terms of this Agreement;
 - 10.10.5 The Customer if Connaught or its supplier makes changes to the Services which materially adversely affect the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof;
 - 10.10.6 The Customer if Connaught makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof.
- 10.11 The Customer acknowledges and agrees that all Calls that are routed through Connaught's Hosted Telephony Platform shall be charged by Connaught and if Calls are routed through any other supplier's network by any means of indirect access, the Customer shall be solely responsible for payment of other supplier's Call charges.
- 10.12 If the Customer requests the porting of Subscriber Numbers away from the Telephony Services, either during a term of this Agreement or upon termination thereof, Connaught shall be entitled to charge the Customer for each number ported, at its prevailing rate.
- 10.13 Where the Customer qualifies as a Micro-Enterprise, payment for recurring Charges shall be due within twenty-eight (28) days from the date of invoice. For all other Customers, payment shall be due within fourteen (14) days unless otherwise agreed in writing. In the event of a conflict between these Supplementary Terms and the General Terms, this Clause shall take precedence in respect of payment terms for Charges under this Supplement.
- 10.14 Where the Customer qualifies as a Micro-Enterprise, the enhanced protections set out in Clause 1A of these Supplementary Terms shall apply equally to equipment-related charges and termination provisions.

11. LIMITATIONS

- 11.1 The provision of these Services by Connaught is contingent upon the Customer receiving Access Services at each of its Sites, but is regardless of the Customer's current service provider for such services.
- 11.2 The Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Telephony Services. In such circumstances Connaught shall, having exhausted all reasonable alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected Site.
- 11.3 The Customer acknowledges that some number ranges may not be supported by Connaught and may not be used in conjunction with the Telephony Services and that the porting of numbers

may be subject to agreements that are or are not in place between Connaught's supplier and the previous or current number range holder.

- 11.4 Under the terms of this Agreement, Connaught shall have no responsibility for, or liability in relation to the Customer's LAN and the performance thereof.
- 11.5 The Customer acknowledges and agrees that Connaught shall be entitled to withdraw any CLI that has been allocated to the Customer but has remained unused for a period of three months; and the Customer agrees:
 - 11.5.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;
 - 11.5.2 That Connaught or its supplier shall be entitled to check that allocated CLIs are in proper use.

12. TOLL FRAUD

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all Rental and Call Charges whether the Customer or a third party incurs the charges (without the authorisation of the Customer).
- 12.3 The Customer is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Customer is liable for all charges incurred.
- 12.4 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 12.4.1 Regularly changing system passwords;
 - 12.4.2 Regularly changing user passwords;
 - 12.4.3 Changing passwords as appropriate when employees leave;
 - 12.4.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 12.4.5 Barring premium-rate numbers wherever practicable;
 - 12.4.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Customer doesn't deal with;
 - 12.4.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
 - 12.4.8 Ensuring that any software used in conjunction with the Telephony Services is tested for malware including viruses, Trojan horses, logic bombs and worms.
 - 12.4.9 Ensuring that the Customer's LAN and any equipment connected thereto is fully protected against all known vulnerabilities.
- 12.5 Connaught shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.6 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:
 - 12.6.1 Upon notification, Connaught shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;
 - 12.6.2 Connaught shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Telephony Services.
- 12.7 If, in the reasonable opinion of Connaught, the Customer's Call profile is or becomes indicative of fraudulent activity, Connaught shall be entitled to suspend the Telephony Services immediately without notice.
- 12.8 If set out on the Order, Connaught will provide a Fraud Alert Service:
 - 12.8.1 Connaught shall monitor the Customer's Call volume and profile; and

- 12.8.2 If potentially fraudulent activity is detected, Connaught shall notify the Customer of such on the following Working Day;
- 12.8.3 Connaught does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity and the provision of such service does not imply any alteration to the provisions of sub-clauses 12.1, 12.2, 12.3 or 12.4 hereof.

13. HOSTED IP-BASED TELEPHONY SERVICES

- 13.1 The point of connection for the Telephony Services is the Customer-LAN facing port(s) on the CPE router. Connaught shall not be responsible for transport of data to telephone handsets via the Customer's LAN.
- 13.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Customer's Site.
- 13.3 The Customer acknowledges that Connaught's Telephony Services are not a public telephony service and as such only confers limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via the Telephony Services in the event of:
- 13.3.1 Power outage at the Customer's Site;
 - 13.3.2 Failure in the Customer's LAN;
 - 13.3.3 Failure / outage of the Telephony Services;
 - 13.3.4 Failure of the Public Internet.
- 13.4 With regards to its obligations to make available facilities for placement of public Emergency Calls, the Customer undertakes to:
- 13.4.1 Maintain a means of making Emergency Calls (including uninterruptable power supplies or mobile handsets) in the event of power outage or failure (howsoever occasioned) of the Telephony Services;
 - 13.4.2 Provide Connaught with accurate location details regarding each Telephony Services-based CLI and keep Connaught up to date with changes to such details;
 - 13.4.3 Instruct its End Users about the limitations of IP-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on the Telephony Network or mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via the Telephony Services.
- 13.5 Connaught reserves the right to suspend Telephony Services where it reasonably suspects fraudulent or abusive activity. The Customer will be notified and given a reasonable opportunity to explain or correct the issue before services are suspended.
- 13.6 The Customer must ensure no End User engages in conduct that disrupts the Network or violates applicable law. If misuse is suspected, Connaught will notify the Customer and allow opportunity for rectification before taking any enforcement action.
- 13.7 All technical definitions used in this Supplement shall align with those defined in Connaught's General Terms and Conditions, unless otherwise explicitly stated.
- 13.8 Not less than ninety (90) days prior to the end of the Minimum Term or any Additional Term, Connaught shall notify the Customer of any proposed changes to charges or terms. If the Customer does not respond or object within thirty (30) days of such notice, and Connaught has expressly stated that non-response shall constitute acceptance, the Agreement shall renew for a further one (1) year.
- 13.9 Where the Customer qualifies as a micro-enterprise under Ofcom's General Conditions, the Customer must provide express written consent to enter into a contract longer than 24 months.

14. MICRO-ENTERPRISE DISPUTE RESOLUTION

In addition to the standard complaint handling procedures, Micro-Enterprise customers shall have access to:

Alternative Dispute Resolution: Where complaints cannot be resolved through normal procedures, the Customer may refer the matter to:

- Telecommunications Ombudsman: For service-related disputes
- Ofcom: For regulatory compliance issues

Suspension of Charges: Where a billing dispute is referred to alternative dispute resolution, Connaught may not suspend services for non-payment of the disputed amount pending resolution.

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 packaged into Service Packages as described in paragraph 1. The Service Package that is subscribed to by the Customer, and any optional services attached thereto are listed on the Order attached hereto.

1. Connaught Hosted Telephony Service

1.1 The Telephony Services provide a secure virtual private network connection from the handset to the Hosted Telephony Platform which resides in Connaught's network. The Hosted Telephony Platform is a richly functional cloud-based telephony exchange which transits voice Calls between the Customer's handsets and the Telephony Network. The Telephony Services provide a wide range of functional features, which are provided in Bundles as set out on the Order. The Service includes:

Connaught Hosted Telephony
• Hosted IP-based Telephony Services • Emergency Call Access • Extensive range of features • Management portal • Helpdesk • Return to base maintenance for handsets

1.2 The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

1.2.1 Access Services to connect to the Core Network;

1.2.2 LAN components.

1.3 Connaught may provide some or all of the equipment and services listed in paragraphs 1.2.1 and 1.2.2 under the terms of additional Supplemental Agreements.

2. Additional Features

Additional features may be available as options and will be listed on the Order.

3. Emergency Call Access Service

Connaught shall make reasonable endeavours to convey Emergency Calls to its emergency handling centre and provided that the geographic location of the Emergency Call can be determined, the emergency handling centre will hand over the Emergency Call to the appropriate Emergency Services Organisation. If the geographic location of the Emergency Call cannot be determined, the emergency handling centre will liaise with the Customer to attempt to identify the geographic location of the Emergency Call. This service is only available for Calls that originate in the United Kingdom from CLIs with 01, 02, 03, 055, 056 or 08 prefixes. The provision of this service is subject to the performance by the Customer of its obligations under the terms of this Agreement, and the Customer's attention is drawn to the particular provisions of Clause 13 which relate.

4. Fraud Alert Service

4.1 If set out on the Order, Connaught shall monitor the Customer's Call volume and profile, and if potentially fraudulent activity is detected by Connaught, shall notify the Customer of such on the next Working Day.

4.2 Connaught does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity.

5. Service Desk

5.1 Subject to fair use, 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

5.2 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

5.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

6. Telephone Handset Maintenance

If the Customer reports a faulty telephone handset, Connaught will despatch a replacement handset and the appropriate paperwork / label to enable the Customer to return the faulty handset.

7. Service Level Agreement

7.1 Connaught has the following response time targets. Response times are the maximum time from the Customer reporting a Fault to Connaught making an initial response and Recovery times are the maximum time from the Customer reporting a Fault to the Fault being resolved or a work-around provided.

Measure	Priority 1	Priority 2	Priority 3
Response Time	One Working Hour	Eight Working Hours	Two Working Days
Recovery Time	Eight Working Hours	Reasonable Endeavours	N/A

7.2 Fault Priority criteria are as follows:

- Priority 1 – Critical Fault, major loss of service that affects all End Users
- Priority 2 – Disrupted service affecting some End Users or loss of functionality
- Priority 3 – Information requests, "how to" requests, documentation, usability

- 7.3 Connaught will use reasonable endeavours to ensure that the availability of the Telephony Service is 99.9% (excluding Planned Maintenance).
- 7.4 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.

8. Complaint Handling

- 8.1 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 0121 224 7209

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

9. Micro-Enterprise Enhanced Support

- 9.1.1 Dedicated Contact: Micro-Enterprise customers shall have access to a dedicated support contact for contract and billing queries.
- 9.1.2 Simplified Billing: Bills shall include plain English explanations of charges and clear identification of any non-recurring costs.

Annex to Service Schedule

1. Technical Requirements of the Customer's LAN

- 1.1 To support the Telephony Services:
- 1.2 The LAN must be configured to support both IEE 802.1p (Quality of Service suitable for prioritising Real Time Protocol and voice signalling over other forms of data)
- 1.3 The Customer's routers must be capable of supporting RFC2474 (Differentiating Services).
- 1.4 LAN switches must be capable of supporting multiple VLANs.
- 1.5 Either LAN equipment should be capable of supplying inline power to telephone handsets or external power must be available.
- 1.6 The performance LAN must meet the following criteria:
 - 1.6.1 Packet latency must not be greater than 25ms;
 - 1.6.2 Packet jitter must not be greater than 20ms;
 - 1.6.3 Packet loss must not be greater than 0.2%.

2. Fair Usage Policy

Free Hosted Minutes and Breaches

- 2.1 If a service is on the Hosted Promotion, it is subject to free calls to 01, 02, 03 and Mobile numbers on the O2, Orange, T-Mobile, Three, EE and Vodafone networks. This promotion does however have its limits and is subject to the following fair usage policy:
 - 2.1.1 A maximum of 5,000 inclusive minutes per SIP channel per month across all of the above destinations.
 - 2.1.2 The number of calls to 03 numbers must not exceed 15% of the total number of calls made from the service.
 - 2.1.3 A maximum of 2000 minutes per SIP channel per month to UK Mobile numbers on the O2, Orange, T-Mobile, Three, EE and Vodafone networks.
- 2.2 Where the conditions are exceeded, all usage during the month for the service will be rated at the standard IP rates. For example, if a 10 SIP Channel service made 60,000 01 or 02 minutes, all 60,000 minutes would be billed.