

SPECIFIC CONDITIONS L2 – OUTBOUND SERVICES

These Specific Conditions govern the Outbound Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contract for the performance of any Outbound Services performed under these Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:

“Account Credit”	means a subsidy fund (if any) provided by the Company as specified in the Order Form, which may be allocated to line rental Charges only;
“Active Channel”	means the primary line that a call will route over on SIP;
“ASDL”	means an asymmetric digital subscriber line, which is a type of circuit connection that allows for higher Downstream Bandwidth and lower Upstream Bandwidth;
“Bandwidth”	means an amount of data traffic measured in b/s (bits per second) across the inter-connect;
“Call Charges”	means the charges payable by the Customer in respect of calls made, in accordance with the Order Form;
“CLI”	means caller line identification, which is a facility that provides information to the recipient of a telephone call about the party making the call and consists of the caller’s line identity along with a privacy marking, which indicates whether the number can be shared with the recipient of the call;
“CLI Network Number”	means a telephone number that unambiguously identifies the line identity of the fixed access ingress to the public electronic communications network, i.e. it identifies the point of ingress for a call into the network;
“CLI Presentation Number”	means the telephone number that is displayed to the call recipient representing the identity of the caller, which can identify the individual making the call or the organisation that the individual is representing, for example where the individual caller is making a call from a line behind a PBX and/or can be used by the call recipient to make a return or subsequent call, but which may not necessarily identify the line identity of the geographic source of the call;
“Connection”	means the connection by or on behalf of the Company of the Outbound Services to the Customer’s telecommunications lines and/or equipment such that the relevant number is confirmed as live by the Carrier and “Connected” shall be interpreted accordingly;
“Connection Date”	means the date when the Carrier, having received the relevant information from the Company, is in a position to and has agreed to commence provision of the Outbound Services to the Customer, as notified to the Customer, and the Connection is made;
“Contract Buy-out”	means the fee paid or payable by the Customer to a Previous Service Provider, solely in respect of termination of the relevant contract between them, and excluding accrued call charges, line rental charges and other charges or liabilities in respect of the period prior to the termination of that contract;
“CPE”	means customer premises equipment, being the equipment or apparatus at the Customer Premises provided and used by the Customer and/or an End User in conjunction with the Outbound Services;
“Credit”	means any Account Credit, Contract Buy-out, Hardware Account, free of charge equipment or any subsidy, variation or reduction to the Charges, in each case that is applied to or provided with the Outbound Services as set out in the Order Form;
“DDIs”	means the feature that provides service for multiple telephone numbers over one or more analogue or digital physical circuits to the PBX, and transmits the dialled telephone number to the PBX so that a PBX extension is directly accessible for an outside caller, possibly by-passing an auto-attendant;
“Direct Routing”	means a service that allows Microsoft Teams users to make external calls;
“Downstream”	means the transmission of data from the Carrier’s network to the Customer;
“General Conditions”	means the general conditions of entitlement set by OFCOM, in accordance with section 45 of the Communications Act 2003, as may be amended, modified or replaced from time to time and which may not necessarily apply to all Services described as Outbound Services;
“Hardware Account”	means a subsidy fund (if any) that may be provided by the Company for the purchase of equipment by the Customer during a Minimum Term, as specified in the Order Form;
“Incident”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“Incident Management”	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
“ISDN”	means integrated services digital network, which is a structured all digital telephone network system that was developed to replace (upgrade) existing analogue telephone networks that supports advanced telecommunications services and defined universal standard interfaces that are used in wireless and wired communications systems;
“ISPBX”	means integrated services private branch exchange, which is a type of PBX suitable for ISDN telephone network connections;
“Line Hunting”	means is the method of distributing phone calls from a single telephone number to a group of several phone lines, it refers to the process or algorithm used to select the line that will receive the call;
“Maximum Number of Users”	means the highest number of Operator Connect Users enabled at any point during the Term;
“Minimum Call Spend”	means the Customer’s minimum monthly, annual or other call spend (excluding line rental charges, connection charges and VAT) for the relevant telephone numbers as set out in the Order Form;
“Minimum Term”	means the minimum period specified in the Order Form for the Service, but in any event not less than three (3) months, from either: (i) the date of Connection; (ii) the date of transfer to the Company of the Service; (iii) the date of expiry of the previous minimum term for the Service under an agreement with the Company; or (iv) the Agreement Date, whichever is the later;
“NGN”	means a non-geographic number, which is a telephone number for which the digit structure has no geographic significance for routing calls;
“Operator Connect”	means a service that allows Microsoft Teams users to make external calls and allows administration from the MS Teams centre;
“Operator Connect User”	means an End User that has been enabled to make external calls via Microsoft Teams using Operator Connect;
“Outbound Services”	means the Outbound Services provided by the Company under these Specific Conditions and as set out in the Order Form, which may include outbound lines, calls, together with the Daisy Fraud Guardian Services, where applicable;

"PBX"	means private branch exchange, being the Customer's internal private telephone exchange or switching system (if applicable) that performs the concentration of central office lines (or trunks) to provide intercommunication between a large number of telephone stations within the Customer's organisation;
"Point-to-Multipoint"	means a communications connection (telephone call) transmitted from one communication endpoint (or node) that can be received by many nodes;
"Point-to-Point"	means a communications connection (telephone call) between two communication endpoints (or nodes), where what is said by one caller can only be heard by the other;
"Portal"	means the Company's website, which may provide information related to the Customer's use of the Outbound Services;
"Previous Service Provider"	means a third party that provides the Customer with telecommunications services prior to Connection with the Company for any telephone number specified in the Order Form;
"QoS"	means quality of service, being a type of IP configuration used to define the service class type of the packets of data travelling across a network (as either voice, video, mission critical data or standard class data);
"Service Request"	has the meaning given to it in Specific Conditions X3 – Standard Operational Services;
"SIP"	means session initiation protocol, which is the technology used for controlling telecommunication sessions over internet protocol;
"SIP Trunk Call Manager Portal"	means a customer portal which can be used to administer call routing on SIP, Direct Routing and Operator Connect;
"Upstream"	means the transmission of data from the Customer to the Carrier's network; and
"VoIP"	means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

**2 COMMENCEMENT DATE**

2.1 The Commencement Date of the Outbound Services shall be the date specified as such in the Order Form or, if no date is specified, the Connection Date.

**3 MINIMUM TERM**

3.1 The Minimum Term for the Outbound Services shall be as set out in the Order Form or, if no Minimum Term is specified, 12 (twelve) calendar months from the Connection Date.

**4 OUTBOUND SERVICES**

4.1 The Company will use reasonable endeavours to provide the Outbound Services from the Connection Date subject to these Specific Conditions. The Outbound Services may not be fault free and use of the Outbound Services may not be uninterrupted.

4.2 The Outbound Services will be provided from those Customer Premises identified in the Order Form for the Outbound Services. The Customer is responsible for preparing the Customer Premises (at its own cost) in accordance with the Company's instructions so that installation of any necessary CPE can take place. The Customer is responsible for the cost to supply, install, maintain and operate any and all infrastructure required to accommodate the power and environmental specifications as specified by the manufacturer of the CPE and to comply with all local electrical code requirements including the Institution of Engineering and Technology's IEE Wiring Regulations in force at the date of delivery or installation of such CPE.

4.3 Any new line installations for connections from the Customer Premises to the public electronic telecommunications network as required for the Outbound Services and agreed to be provided (if any) as set out in the Order Form are subject to Specific Conditions X8 – Installation Services and appropriate site surveys and separate installation charges. The Customer is responsible for the cost of any new connections to the public electronic telecommunications network and/or for the provision of additional lines to such network.

4.4 The Company reserves the right to cancel this Contract for the Outbound Services and to invoice the Customer for all third party costs and cancellation charges owed by the Company related to the Outbound Services and the cancellation of such services where:

4.4.1 the Carrier rejects the order for the new line installation after the site survey has been completed; or

4.4.2 any excess construction charges arise following a site survey by the Carrier and the Customer rejects these charges.

4.5 Subject to the continuing supply of the service by the relevant Carrier, in the event of a fault occurring in the Outbound Services the Company will use reasonable endeavours to procure that the Carrier rectifies the fault as soon as practicable. However, the Company shall have no liability to the Customer for any fault occurring or any interruption to the Outbound Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise to the extent caused by atmospheric conditions; congestion, fault, interruption or interference with the network; any fault, interruption or interference with the power supply to the network; any act or omission by the relevant Carrier or any known or unknown Viruses that cause interruption or interference with the network, or any other fault save to the extent that any such fault or interruption arises from the acts or omissions of the Company.

4.6 The Company will manage any Incidents in respect of the Outbound Services in accordance with the Incident Management process. In the event of a fault occurring in the Outbound Services the Company will use reasonable endeavours to rectify and/or to procure that the relevant Carriers rectify the fault as soon as practicable. However the Company shall have no liability to the Customer for any fault occurring, or any interruption to the Outbound Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused, including but not limited to atmospheric conditions; any congestion, fault, interruption or interference with the public electronic telecommunications network; any fault, interruption or interference with the power supply to the public electronic telecommunications network; any act or omission by the relevant Carrier, or any known or unknown viruses that cause interruption or interference with the public electronic telecommunications network.

4.7 The Company is entitled at any time to withdraw or change any part of the Outbound Services on giving the Customer reasonable prior notice, if required to do so by the Carrier.

4.8 Unless expressly stated otherwise in the Order Form, if the Customer is taking a line rental from the Company for the Outbound Services, the Customer is also committing to using the Company for calls over that line.

4.9 The Company will provide a Portal for use by the Customer to manage the Outbound Services. During the term of this Contract for Outbound Services, the Customer shall be provided with a revocable, personal and non-exclusive licence to use the Portal in order for it to manage its requirements for Outbound Services. The Portal will be accessible online by a password-controlled connection. Call data records will be produced for all calls made over the Outbound Service and the files made available on the Portal. The Company provides no guarantees regarding the availability of the Portal or the timescales within which the Customer's requests for Changes to its requirements for Outbound Services will be processed through the Portal (including without limitation, requests for the commencement of additional Outbound Services). The Company does not provide any guarantees or warranties that use of the Portal will be uninterrupted or error free and disclaims any and all liability to the Customer in respect of any loss or damage suffered by it as a result of the Customer's inability to access the Portal.

**5 LINES, ACCESS TYPES AND FEATURES**

5.1 The Company will provide the Outbound Services in accordance with the following line and access options, where such access options are specified in the Order Form and/or otherwise requested by the Customer as a Service Request or through the Portal from time to time and agreed by the Company as a Change in accordance with that process or otherwise in writing:

**5.1.1 Analogue Lines**

- (a) Analogue lines include the provision of single or multiline services with presentation of the analogue line as either network terminating equipment (NTE) or network test and termination point (NTTP) formats.
- (b) Analogue lines are compatible for connection with an analogue PBX, for the direct connection of compatible UK analogue telephone handsets and ADSL broadband equipment.

**5.1.2 ISDN2 Lines**

There are two variants of ISDN2 lines available, these are:

- (a) **Digital Standard: Point-to-Multipoint**, for connection straight to a computer or a digital telephone handset. These Services can support up to 8 (eight) individual digital devices, but does not support Line Hunting or DDIs.
- (b) **Digital System: Point-to-Point and Line Hunting**, for connections to a PBX, which allows DDIs to be set-up and pointed to internal extensions.

**5.1.3 ISDN30 Lines**

ISDN30 lines can provide up to 30 channels per configuration, which would enable an office telephone system to hold up to 30 simultaneous telephone calls. Multiple instances of ISDN30 can be provided. There are two variants of ISDN30 lines available, these are:

- (a) **ISDN30e (ETSI)**, which is a primary rate service for delivering 30 x 64Kbit/s "B" channels and a 64Kbit/s "D" channel for signalling, utilising Q931 signalling (to the full European standard) between the local exchange and the CPE; and
- (b) **ISDN30 DASS**, which is a primary rate service for delivering up to 30 x 64Kbit/s traffic channels over a 2Mbit/s G.703 interface to the Customer's ISPBX and which provides digital circuit switched access.

**5.1.4 CLI Presentation**

- (a) Every call made using the Outbound Services must be associated with a CLI Network Number, which identifies the source of the call. Subject to certain restrictions under Relevant Law, the Customer may select a CLI Presentation Number that is different to the CLI Network Number and/or may choose to withhold the CLI Network Number.
- (b) The Customer warrants and undertakes that where it requests a CLI Presentation Number to be allocated to the Outbound Services that it is:
  - (i) a valid telephone number that is in service and can be used to make a return or subsequent call and that uniquely identifies the caller; and
  - (ii) one that the Customer has authority to use, either because it is a number that has been allocated to the Customer or because the Customer has been given permission to use the number by a third party who has been allocated that number;

and the Customer agrees to indemnify the Company accordingly for any CLI Presentation Number requested by the Customer that does not comply with the requirements of this paragraph 5.1.4(b).
- (c) The Customer warrants and undertakes that where it requests a CLI Network Number is withheld from the recipient of the call that it is entitled to do so under Relevant Law.
- (d) The Company may suspend or withdraw the CLI Presentation Number feature without liability to the Customer on notice in writing to the Customer where:
  - (i) following the configuration change the Customer fails to make at least one test call within 20 (twenty) Business Days;
  - (ii) the Customer reverses the configuration change;
  - (iii) the Customer's CLI Presentation Number is inaccurate or otherwise in breach of paragraph 5.1.4(b), Relevant Law and/or any relevant regulatory codes of practice or guidance relating to the use of CLI;
  - (iv) the CLI presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges or the feature is otherwise being misused in any way; or
  - (v) at the request of a relevant regulator; or
  - (vi) where the Customer has not used the relevant Outbound Services in the previous 6 (six) months.

**5.1.5 SIP**

- (a) The SIP service provides 'VoIP' connectivity for approved PBXs via the public internet or private interconnect.
- (b) Where the Company is providing SIP, as set out in the Order Form, it will provide the end points at the Customer Premises as set out in the Order Form, together with the minimum number of channels at each end point as set out in the Order Form. The SIP service will not be formally Connected by the relevant Carrier until satisfactory testing has been completed by the Carrier. A Customer is not entitled to decrease the number of SIP channels below the minimum number of channels stated in the Order Form without a Variation.
- (c) Where the Customer wishes to increase the number of channels for a particular end point for a period of time, it may do so through an agreed Change process (if any) as notified by the Company to the Customer or otherwise through a Variation.

- (d) The Customer may during the Minimum Term disconnect an analogue line or ISDN30 channel on not less than thirty (30) days' prior notice to the Company (stating that this clause 5.1.5(b) applies) without charge (save for accrued charges up until disconnection) provided that it simultaneously agrees an additional order for a new SIP channel under this Contract at the Company's then standard rates, including installation and other services required for the Company to implement a SIP solution for the Customer. The unexpired portion of the disconnecting line's or channel's (as applicable) Minimum Term will be deemed transferred to the new SIP channel. The Minimum Call Spend will not be affected and the Customer's call spend via the SIP channel will contribute towards it.

5.1.6 SIP, Direct Routing, Operator Connect

- (a) The Customer acknowledges and agrees that the SIP, Direct Routing and Operator Connect services are VoIP services. The Company draws the following features of VoIP services to the Customer's attention:
  - (i) a VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN (public switched telephone network) based phone line;
  - (ii) a VoIP service may be unavailable or disrupted due to events beyond the Company's control e.g. power disruptions, connection failures or degradation to the quality of any data connection;
  - (iii) if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
  - (iv) emergency calls made using a VoIP service may fail if there is a power failure or connection failure;
  - (v) the ability for the Customer to make emergency calls cannot be guaranteed;
  - (vi) a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN line will receive; and
  - (vii) the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.
- (b) The Company will configure the SIP, Direct Routing and Operator Connect services for the relevant QoS service classes in accordance with the configuration agreed with the Customer during implementation.

5.1.7 In relation to SIP services the total number of calls by the Customer per Active Channel to 01/02/03 terminations shall not exceed 5,000 (five thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer's account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.

5.1.8 In relation to Operator Connect and Direct Routing services the total number of calls per Operator Connect User to 01/02/03 terminations shall not exceed 2,000 (two thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer's account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.

5.1.9 In addition to the free minutes provided under 5.1.7 and 5.1.8 above, SIP, Direct Routing and Operator Connect services purchased on a minimum initial term of three (3) years shall each receive an additional allocation of 2,000 (two thousand) minutes per month to UK mobiles in accordance with paragraph 5.1.11 below. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer's account.

5.1.10 If the Customer subscribes to additional Services in the SIP Trunk Call Manager Portal the Customer will incur additional Charges at the same rate as set out in the Order Form.

5.1.11 Where the Order Form specifies that mobile minutes are included the Customer will not be charged for calls with the FM codes set out in Table 1 below made from SIP, Operator Connect and Direct Routing services to UK mobiles. The FM codes set out in Table 1 may be updated from time to time on not less than 30 (thirty) days' notice to the Customer.

Table 1

Description	Country Code	City Code
UK Mobile O2	UKN	FM1
UK Mobile Orange	UKN	FM4
UK Mobile Other	UKN	FM2
UK Mobile T Mobile	UKN	FM3
UK Mobile Vodafone	UKN	FM5
UK Mobile Virgin	UKN	FM3A
UK Mobile Hutchison 3G	UKN	FM6
UK Mobile BT Fusion	UKN	FM8
UK Mobile Opal	UKN	FM7
UK Mobile Voice and Data	UKN	FM10
UK Mobile Virtual 1	UKN	FM11
UK Mobile Virtual 2	UKN	FM12
UK Mobile Magrathea	UKN	FM9
K Mobile Cable and Wireless	UKN	FM16

Operator Connect

- (a) The Customer is not entitled to decrease the number of Operator Connect Users below the number specified in the Order Form without the Company's prior written consent.
- (b) Where the Customer increases the number of Operator Connect Users above those specified in the Order Form this aggregate figure will become the maximum number of users ("**Maximum Number of Users**"). The Customer may decrease the number of Operator Connect Users to 50% of the Maximum Number of Users or the number specified in the Order Form, whichever is the greater.

- (c) Where the Customer increases the number of Operator Connect Users above those specified in the Order Form it will be charged at an excess rate per user as stated in the Order Form.

**6 NUMBER PROVISIONING, PORTING AND RETENTION**

**Number Provisioning**

- 6.1 The Company will procure the allocation of the next available telephone number in the local exchange area range or an existing number associated with the relevant Site where possible.

**Number Porting**

- 6.2 Subject to paragraphs 6.3 to 6.6, the Company will provide number porting for both geographic and NGNs to enable the Customer to retain its existing numbers by porting the numbers onto the Outbound Services, subject to any applicable Charges for such porting, as set out in the Order Form.
- 6.3 Number porting is number dependent and subject to availability. Once a date for number porting has been set by the relevant Carrier any rejection, cancellation or changes to a porting requested by the Customer, including but not limited to any requested change to a date set by the Carrier for porting, will incur a standard charge, in accordance with the Company's current Charges for such changes as published in the Company's price list available at: [www.daisyuk.tech/price-information/](http://www.daisyuk.tech/price-information/).
- 6.4 Unless otherwise expressly providing in the Order Form, number porting on commencement of the Outbound Services will automatically include any pre-existing service options (such as advanced call plan routing provided by the previous supplier), save as set out in paragraph 10.3 and save in respect of SIP where porting will not include pre-existing service options.
- 6.5 Where the Customer has expressly selected in the Order Form that number porting will not include pre-existing services options, any such service options or select services that are required by the Customer, will need to be separately built or provisioned and shall be subject to the applicable additional Charges for such service options or select services as notified to the Customer.
- 6.6 The Customer and not the Company shall be liable for any charges (including without limitation any early termination charges) made by Previous Service Providers for any number porting, transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing in the Order Form that the Company will pay for any such specified third party charges.
- 6.7 The Company will provide number exporting on termination or expiry of the Outbound Services to allow the transfer of either geographic numbers or NGNs to the relevant replacement network service provider in accordance with the Company's current Charges for such exporting as published in the Company's price list available at: [www.daisyuk.tech/price-information/](http://www.daisyuk.tech/price-information/).

**Number Retention**

- 6.8 If the Customer is moving from one Customer Premises to another Customer Premises, subject to availability, the Company will notify the Customer if the existing number(s) for the Outbound Services can be retained, as this at the Carrier's discretion and is only possible where the Customer is moving within the same exchange area and provided that the number is within a compatible area cluster within that exchange area. If the Customer is moving to a different exchange area or to an incompatible area cluster within the same exchange area, numbers cannot be retained. Number retention is subject to the Company's current Charges for such migration and retention as published in the Company's standard price list available at: [www.daisyuk.tech/price-information/](http://www.daisyuk.tech/price-information/).

**7 DAISY FRAUD GUARDIAN**

- 7.1 In the event that the section relating to the Daisy Fraud Guardian Services is completed in an Order Form or in the event that the Company otherwise provides the Daisy Fraud Guardian Services to the Customer, this paragraph 7 shall apply to this Contract. For the purposes of interpreting the provisions relating to the Daisy Fraud Guardian Services only: 'line' or 'lines' shall mean a PSTN line, a MultiLine PSTN, ISDN2, ISDN 30 or SIP Endpoint. **The Daisy Fraud Guardian Services shall not apply to or benefit any VOIP services.**
- 7.2 The provision of the Daisy Fraud Guardian Services is dependent on the Company providing to the Customer both the lines and calls in relation to which the Daisy Fraud Guardian Services is to be delivered as part of the Outbound Services provided under this Contract. If for any reason the Company ceases to provide such lines and/or calls to the Customer, the Daisy Fraud Guardian Services shall terminate with immediate effect in relation to those lines and calls without liability for the Company. Where the Daisy Fraud Guardian Services are terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid in respect of such Daisy Fraud Guardian Services.
- 7.3 The Daisy Fraud Guardian Services shall only apply to the lines specified as benefiting from the Daisy Fraud Guardian Services in the Order Form (or as otherwise agreed in writing by the Company).
- 7.4 The Customer acknowledges and agrees that the Company shall be entitled (but not obliged) to automatically suspend any line that reaches or exceeds a daily spend limit of £500 (or any other daily spend limit for that line that may otherwise be specified in the Order Form) (the "Cap") and the Customer's liability to pay for call Charges, which did not arise due to any act or omission of the Customer or breach of the relevant Contract by the Customer and which are proven to arise from fraudulent activity perpetrated by a third party, in respect of any line that benefits from the Daisy Fraud Guardian service shall (provided that the Customer provides the Company with an Action Fraud reference number in relation to any alleged fraudulent activity (please see <https://www.actionfraud.police.uk/contact-us>) be limited to a daily amount equal to the Cap for that line. For the purposes of this paragraph a "day" shall be deemed to be the period commencing at one second past midnight on any particular day and ending at midnight that day, and "daily" shall be construed accordingly.

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- 7.5 The Customer further acknowledges and agrees that regardless of whether or not the daily Cap has been reached in respect of any line the Company may also (at the Company's sole discretion) suspend access to the Outbound Services pursuant to paragraph 10.4. The Customer acknowledges and agrees that paragraph 10.4 applies to the Customer notwithstanding any Daisy Fraud Guardian Services taken by the Customer.
- 7.6 The Company makes no representation that the Daisy Fraud Guardian Services will be error-free or will detect, limit or prevent any fraudulent usage of the Outbound Services or will not block or affect any legitimate use of the Outbound Services. The Company disclaims any warranty of any kind, expressed or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability or satisfactory quality, with regard to the nature, quality and accuracy or validity of the Daisy Fraud Guardian Services. In particular (but without limitation), the Company accepts no liability for any delays in suspending or reactivating any Outbound Service that are beyond its reasonable control (including, without limitation, delays by third party suppliers or Carriers in activating or removing barring orders).
- 7.7 Subject to the continuing supply of call data by the relevant Carrier, in the event of a fault occurring in the Daisy Fraud Guardian service the Company will use reasonable endeavours to rectify the fault as soon as reasonably practicable, however the Company shall have no liability to the Customer for any fault occurring, or any interruption to the Daisy Fraud Guardian service whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise, howsoever caused (including but not limited to any congestion, fault, interruption or interference with the network; any fault, interruption or interference with the power supply to the network, any act or omission by the relevant carrier or third party supplier, or any known or unknown viruses that cause interruption or interference with the network).

### 8 DIRECTORY ENQUIRY REGISTRATION

- 8.1 Unless the Customer requests it of the Company, the Company will not publish the Customer's name address and the telephone number for the Outbound Services in the relevant phone book serving the Customer's area and the Company will not make the telephone number available from a directory enquiries service.
- 8.2 If the Customer requests an entry (either a standard entry or a special entry) to be placed in the relevant phone book issued by the Carrier and/or with the relevant directory enquiries services it must do so in writing to the Company. The Company agrees to use its reasonable endeavours to register such entry within a reasonable time following receipt of such request subject to:
- 8.2.1 the Customer paying any additional Charges applicable to the costs of such registration, as notified by the Company from time to time; and
- 8.2.2 signature by the Customer of any separate contract that may be required in respect of that registration, where reasonably requested by the Company.

### 9 CUSTOMER OBLIGATIONS

- 9.1 Unless otherwise expressly provided otherwise in the Order Form or otherwise in this Contract the Customer is responsible for:
- 9.1.1 the supply, installation, configuration and/or maintenance of compatible PBX, CPE and other telephony equipment;
- 9.1.2 provision of mains power to line installation point, where required;
- 9.1.3 the accurate reporting of any service faults to the Company; and
- 9.1.4 all relevant billing information with regards to number porting.
- 9.2 The Customer shall be solely responsible for preventing unauthorised use of the Outbound Services and for all costs or charges relating to the use of the Outbound Services (whether malicious, fraudulent or otherwise) by the Customer or a third party, whether from or within the Customer's Premises, via any internet protocol address used by the Customer or via external means, unless otherwise expressly provided under the Order Form or otherwise under this Contract that the Company is providing a relevant protection service.
- 9.3 The Customer agrees:
- 9.3.1 to achieve the Minimum Call Spend in each month of the Term and if the Customer does not achieve such minimum the Company shall be entitled to charge the Customer the additional Charges in accordance with paragraph 13.2;
- 9.3.2 to use the Outbound Services in accordance with all Relevant Laws, any direction of OFCOM or other competent authority and the Carrier's licence;
- 9.3.3 to use the Outbound Services in accordance with this Contract, the General Conditions and such other conditions and instructions as may be imposed from time to time by Relevant Law or the Carrier and not, by any act or omission, cause the Company to contravene, any Relevant Laws or General Conditions;
- 9.3.4 to use the Outbound Services in accordance with the provisions of any relevant service literature (as provided to the Customer by the Company) and all other reasonable instructions as may be notified by the Company to the Customer from time to time and in accordance with the relevant provisions of the Communications Act 2003
- 9.3.5 not to cause any attachments other than those approved by the General Conditions and/or Relevant Law to be connected to the Outbound Services;
- 9.3.6 not to use the Outbound Services other than as a genuine conveyance of communications and in accordance with these Specific Conditions nor to send and receive data in such a way or in such amount so as to materially adversely affect the network (or any part of it) that underpins the Outbound Services or to adversely affect other customers of the Company or of its suppliers;
- 9.3.7 not to download, possess or transmit in any way, illegal material or use the Outbound Services for knowing receipt or transmission of any material or message that is intended to be a hoax call to emergency services, causes a nuisance, or is of a defamatory, offensive, abusive, indecent, obscene or menacing character;
- 9.3.8 not to use the Outbound Services in a manner that infringes the rights of any third party, that is a breach of any statutory obligation or duty in contract, tort or otherwise, or that might cause any person, the property of any person, the telecommunications network, the quality of the Outbound Services, the operation of any computer, or any aspect of them, to be impaired or damaged or prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
- 9.3.9 not to make or attempt to make fraudulent, improper, or immoral use of the Outbound Services, nor to use or attempt to use the Outbound Services with the intent to avoid the payment, in whole or in part, of any Charges;
- 9.3.10 to maintain its telecommunications apparatus at all times in good working order and in compliance with the relevant standards or approvals for the time being designated by Relevant Law;
- 9.3.11 to notify the Company immediately of any fault with the Outbound Services, of any use of the Outbound Services in breach of this Contract, or of any illegal, fraudulent or unauthorised use of the Outbound Services, on becoming aware of it;
- 9.3.12 to implement security measures, including virus checking software, to prevent unauthorised access to the Outbound Services and the Customer's (and any of its sub-contractors') equipment, network elements and premises including maintaining (and procuring that its authorised users maintain) the integrity and secrecy of all passwords, log-in details and access codes used for accessing or using the Outbound Services or any of its equipment, network elements and premises;
- 9.3.13 that it has no rights in any intellectual property rights in the Outbound Services, or arising in the Outbound Services as a result of their use, and to assign (and hereby does assign) any such rights to the Company;
- 9.3.14 not to resell the Outbound Services, except to members of its Group from time to time, in which case the Customer shall be responsible for any act, omission or breach of this Contract by members of its Group as if it were committed by the Customer;

- 9.3.15 to the Company sharing relevant CLI data to all relevant Carriers and communications providers involved in the routing and connection of any call originating from the Outbound Services and sharing such CLI data to appropriate regulatory bodies and/or law enforcement bodies for the purposes of regulatory and/or enforcement action in order to safeguard national security, defence, public security and to facilitate the prevention, investigation, detection and prosecution of criminal offences, for example to identify the sources of nuisance calls. The Investigatory Powers Act 2016 creates a legal framework within which communications data, which includes CLI data, may be obtained and disclosed to designated authorities in order to secure these objectives;
- 9.3.16 to the Previous Service Provider disclosing to the Company any information relating to the transfer or removal of equipment and select services that exist on any line at the time of Connection or transfer to the Company;
- 9.3.17 to the Company charging the Customer a fee for any service options and/or select services and equipment transferred to the Company from the Previous Service Provider;
- 9.3.18 where indirect access in accordance with paragraph **Error! Reference source not found.** is identified in the Order Form, to permit the Company to attend the Customer's Premises to program least cost routing in the Customer's telephone system to allow access to the Carrier's telephone network; and
- 9.3.19 to provide the Company with an up-to-date point of contact with 24x7 availability who the Company shall notify by email of any suspected fraudulent usage of the Outbound Services or of any suspension of the Outbound Services and update such point of contact information as necessary. In the event the Customer has not provided an email address for the notification anticipated by this paragraph, the Company will endeavour to notify the Customer using any other email address it may have on record for the Customer. The Customer shall immediately reply to any email received from the Company notifying it of potential fraudulent activity with its instructions regarding suspending or otherwise relating to such activity and if the Customer does not reply (or until the Customer does reply), the Company shall be under no duty or obligation to suspend such activity.
- 9.4 If the Customer supplies the Company with incorrect information that results in the rejection of the Customer's request for the Outbound Services (in whole or in part) by the Carrier, then the Customer shall reimburse to the Company any rejected transaction charge imposed on the Company by the Carrier.
- 9.5 The Customer's obligations under paragraph 9.3.1 shall not be affected by any delay or failure in the transfer to the Company of any telephone number whether caused by the Customer, the Previous Service Provider, any third party or any Force Majeure Event.
- 9.6 Any subsequent Changes in the number of telephone numbers connected under this Contract shall not affect the Minimum Call Spend unless expressly agreed in writing by the parties and shall not include the Customer's principal telephone number.
- 9.7 The Customer shall permit or procure permission for the Company to have reasonable and safe access to the Customer Premises and the connection points for the Outbound Services. Such access may (on reasonable notice except in the case of emergency) be outside of the Customer's normal working hours.
- 9.8 The Customer permits the Company to use information about the use of the Outbound Services by the Customer (including origin, destination, duration, route and time of calls) to perform its obligations under this Contract, to maintain or upgrade the Outbound Services and produce anonymised statistics to assist the Company and/or its suppliers in their network and business planning. The Company may also share such information with the Carriers and its suppliers for fraud prevention purposes.
- 9.9 The Customer acknowledges that the Outbound Services are made available via the Carrier. The Customer agrees to indemnify the Company against all costs and expenses that are imposed on the Company by the Carrier to the extent that they are related to any act or omission of the Customer or its End Users.

**10 EXCLUSIONS**

- 10.1 The Company shall not provide any Credit in connection with the Outbound Services, save to the extent expressly provided in the Order Form.
- 10.2 The following matters are excluded from the Outbound Services unless otherwise expressly agreed to be provided by the Company under this Contract and the Customer shall be solely responsible for:
  - 10.2.1 the supply, configuration and/or maintenance of any PBX systems, CPE or other equipment that is used with the Outbound Services;
  - 10.2.2 identification of any analogue telephone line requirements such as fax machines, franking machines and computers with modems;
  - 10.2.3 cabling and/or patching for any analogue devices such as fax machines to an analogue telephone line for example, which would be installed in the Customer's communication or server room;
  - 10.2.4 handsets.
- 10.3 The following services and/or features are incompatible with the Outbound Services and the Customer agrees that such services and/or features must be removed before the transfer of any line to the Company can take place:
  - 10.3.1 REDABC;
  - 10.3.2 Redcare ISDN;
  - 10.3.3 public and managed payphones;
  - 10.3.4 inbound only lines;
  - 10.3.5 access line;
  - 10.3.6 Featurenet;
  - 10.3.7 low-loss exchange lines;
  - 10.3.8 ships in dock; and
  - 10.3.9 social telephony e.g. light user scheme.
- 10.4 Without prejudice to the suspension and termination rights set out in clause 11 of the Conditions or any of the Company's other rights and remedies under this Contract, the Company may suspend the Outbound Services in the following circumstances without liability:
  - 10.4.1 if at any time the Company reasonably believes that there has been or is likely to be a breach of security (including a breach of the Customer's obligations under this Contract) or any illegal, fraudulent or unauthorised usage of the Outbound Services and/or to ask the Customer to (in which case, the Customer shall) change any or all of the passwords that the Customer uses in connection with the Outbound Services;
  - 10.4.2 during any technical failure, modification, upgrade, repair, testing or maintenance of the telecommunications network or other equipment by which the Outbound Services are provided, in the case of emergency or for Carrier operational reasons; or
  - 10.4.3 if the operation of the telecommunications network is suspended or if the provision of the Outbound Services to the Company is suspended for any reason (including during any network 'freeze' period).
- 10.5 The Customer acknowledges and agrees that in order to suspend and/or reactivate any lines the Company will be required to place and remove barring orders with the relevant third party suppliers and Carriers. In certain circumstances this may result in all outgoing calls from the line being restricted except emergency calls.
- 10.6 The Company will reactivate any suspended Outbound Services when the Customer has satisfied the Company (in its sole discretion) that the reason for the suspension has been resolved and, where applicable, that the relevant Outbound Services are unlikely to be at material immediate risk of fraudulent usage.

**11 SERVICE LEVELS**

The Company will supply the Incident Management in accordance with the Service Specific Conditions X3 – Standard Operational Outbound Services.

**12 CHARGES**

- 12.1 The Company is entitled to invoice and the Customer will pay the Charges for the line rental and any relevant call bundles for the Outbound Services as set out in the Order Form quarterly in advance, unless otherwise specified in the Order Form, with the first invoice issued by the Company on or around the Commencement Date for the Outbound Services.
- 12.2 The Company will round up call charges to two decimal places and round up to the nearest whole penny as standard, unless otherwise stated in the Order Form.
- 12.3 The Company is entitled to invoice and the Customer will pay the Call Charges monthly in arrears in accordance with the tariff for Call Charges as identified in the Order Form.
- 12.4 The Company is entitled to invoice and the Customer will pay the Charges for all Carrier service options and select services that are applicable to the Outbound Services in accordance the Company's standard charges for such options from time to time quarterly in advance, unless otherwise specified in the Order Form, with the first invoice issued by the Company on or around the Commencement Date for the Outbound Services.
- 12.5 If the parties agree to change, remove or exclude any part of the Outbound Services from this Contract, the Customer shall reimburse to the Company any early termination fees and/or cancellation charges levied on the Company by the Carrier for those Outbound Services and the Customer shall pay to the Company the relevant administration fee notified to the Customer at the relevant time.
- 12.6 The Customer shall remain liable for any applicable line rental charges and service options charges during any period of suspension of the Outbound Services under this Contract.
- 12.7 Notwithstanding termination of this Contract, the Customer will be liable for any Call Charges, line rental and other Charges incurred in the event of the Customer's continued use of the Outbound Services after the date of termination.
- 12.8 The Customer will be required to pay for all calls using the Outbound Services, including where the call originated with an unauthorised act (i.e. the person or company that initiated the access did so using premises, equipment, or facilities, or security access code, etc. or knowledge of the Company, but was not authorised to use such premises, equipment, facilities or security access code or knowledge for such purpose). For the avoidance of doubt it is agreed that the Customer shall not be obliged to pay for any calls using the Outbound Services that have arisen due to any fraud or breach of contract or breach of statute by the Company.
- 12.9 The Company reserves the right to further vary pricing or terminate connectivity if Services are being used for arbitrage or artificial inflation of traffic.
- 12.10 Without prejudice to clause 6.3 of the Conditions, the Company may on not less than thirty (30) days' notice to the Customer, change the rates in any tariff or price list, such change not to become effective during the Minimum Term of the relevant Outbound Services unless the change arises due to:
  - 12.10.1 a change in the costs to the Company due to a requirement or direction of OFCOM; and/or
  - 12.10.2 a change in the costs charged to the Company by its suppliers.

**13 CONSEQUENCES OF TERMINATION AND MINIMUM SPEND**

- 13.1 If any part of the Outbound Services is disconnected, or this Contract is terminated prior to expiry of the Minimum Term the Customer shall pay to the Company a termination charge equal to:
  - 13.1.1 the Charge for line rental that would otherwise have been due for the remainder of the Minimum Term;
  - 13.1.2 the Minimum Call Spend for each remaining month of the Minimum Term;
  - 13.1.3 any sum due in accordance with clause 13.2; and
  - 13.1.4 any termination charge imposed on the Company by the Carrier.
- 13.2 If at any point during, or on expiry of, the Term the actual call spend (excluding line rental charges and VAT) in any month for the relevant telephone numbers has fallen below the Minimum Call Spend, the Company may exercise any or all of the following rights:
  - 13.2.1 to charge the Customer the difference between the actual Call Charges incurred and the Minimum Call Spend; and/or
  - 13.2.2 to require the Customer to reimburse all or any part of any relevant Credit.
- 13.3 Without prejudice to any of the Company's rights and remedies, if the Customer ceases to route its calls over the Outbound Services without providing notice of disconnection or termination, the Customer shall remain liable for the Minimum Call Spend and the cost of any calls made via its equipment or premises (including made fraudulently by third parties) in accordance with paragraph 9.2.