

## Supplementary Terms for Unified Communication Services

### DEFINITIONS

**"Agreement"** means these Terms and Conditions of Service (as amended by Us on occasions and as they apply to the Service(s) You choose), Fair Use Policy, Acceptable Use Policy, the Price List and the Application Form and any supplemental Agreement (including, where applicable, any Service Level Agreement) that We may enter into with You regarding the Service(s)

**"Carrier Interconnects"** refers to the infrastructure providing the origination or termination of PSTN calls via a range of Third Party Services Providers

**"Cease Charge"** the charge for Your cancellation or Our termination (of the Services prior to the end of the Minimum Period or any Extended Term) as outlined in Our Price List.

**"Core Network"** the switching and routing infrastructure used to connect the solution components and provide You with Internet or PWAN access

**"Equipment"** means the hardware, such as telephone system, router, handset or dongle, that is required to access any of the Service(s). Your Equipment may be recommended or supplied by Us or You may purchase the Equipment from an alternative supplier, dependent on the Service(s) provided.

**"Extended Term"**. In respect of the Agreement any renewal period equal to the initial term

**"Hardware"** Your equipment, network, systems and software which You use in connection with the Services.

**"Minimum Period"** The period of 24 months or period stated on the Service Agreement commencing on the Start Date and ending on the anniversary thereof.

**"Order"** Your order for Services which has been accepted and signed by Us and which sets out the scope of the Service, the relevant Charges and any special terms which are particular to those Services.

**"Network"** Our telecommunications network and equipment which We use to provide the Services.

**"Premises"** Your premises at which the Equipment will be installed.

**"Service Failure"** means any failure, error or defect in the provision of the Services by Us but excluding:

- Any failure, error or defect arising from, caused by or contributed to by Your acts or omissions or those of third parties (including other providers of telecommunications, computers or other equipment or services including internet services), or
- Any failure, error or defect arising as a result of causes beyond Our reasonable control.

**"Service"** means any one of the services described in an Agreement and "Services" means any combination of two or more such services.

**"Service Hours"** means Our normal working hours of 9.00am to 5.30pm, Monday to Friday excluding UK public holidays

**"SIP" (Session Initiation Protocol)** utilised for IP telephony

**"Software"** means the software provided by Us to You for the purposes of enabling You to use the Services including all associated documentation.

**"Start Date"** the date of go live the start of the Services.

**"Voice-over-Internet Protocol" or "VoIP"** means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

The expressions, **"The Phone Co-op"**, **"We"** and **"Us"** and **"Our"** mean The Phone Co-op Ltd (Co-operative and Community Benefit Registered Number IP28965R, whose registered office is at 5 The Millhouse, Elmsfield Business Park, Worcester Road, Chipping Norton, Oxon, OX7 5XL. Your

**"You" or "Customer"** means a customer or any employee of the customer entering into this Agreement, including any person We reasonably believe is acting on that person's authority, and who may be connected to Our Internet, telecommunications or wireless network, issued with Usernames and passwords in order to access Internet systems, connect and rent space on the Our server(s). **"Your"** will be interpreted accordingly.

**"Website"** Our website <http://www.thephone.coop>.

## APPLICATIONS OF TERMS

These Terms for The Phone Co-op Unified Communication Services is part of Your Agreement with Us. In the event of any conflict or ambiguity between this document and Our current Business Terms, this document will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Definitions

We shall provide You with The Phone Co-op Unified Communication Services utilising the Core Network and Carrier Interconnects to provide the facility to make/receive voice calls over a data connection along with multimedia features.

The Premises served, the configuration for The Phone Co-op Unified Communication Services and any associated equipment provided are detailed in the Application Form.

Where We provide IP telephony Equipment to You, this equipment will be tested and verified by Us as being compatible with The Phone Co-op Unified Communication Services

## CALL QUALITY AND DATA CONNECTIVITY

To enable use of The Phone Co-op Unified Communication Services You must have a suitable data connection in order to ensure service compatibility and premium voice quality.

You will acknowledge and accept that Our advice is for You to use a data connection provided by Us, and We shall not be held responsible for service quality as a result of You choosing not to use Our data connection. We cannot agree to any Service Levels for The Phone Co-op Unified Communication Services where data connectivity is being provided by a third party.

To enable use of The Phone Co-op Unified Communication Services You will be required to purchase compatible hardware to the minimum recommended specification, and/or utilise the provided software. We cannot provide Service Levels for The Phone Co-op Unified Communication Services when You have connected;

- incompatible or non-Phone Co-op approved hardware or software and/or
- You are using approved hardware/software that has not been configured as per Our recommendations.

You acknowledge and accept that The Phone Co-op Unified Communication Services are not necessarily a like for like replacement for fixed telephony services and may not have identical features of PSTN or PBX services. You acknowledge that this is a Voice over Data Network service, and as such, it is dependent on Your connection to the data network and the data network itself. The service may therefore not work if there is a power failure or a failure in the underlying data network.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (other than as provided by Us as part of the Services), such as the Internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

You acknowledge that the Services, including but not limited to Internet related Services, are not secure and We do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

The Service is sold as a business Service for use in the course of Your business. However, in the unlikely event that You may be purchasing the Service as a consumer You have a statutory right to cancel within 14 days of Your Order.

## **DURATION OF AGREEMENT AND AUTOMATIC RENEWAL**

This Agreement shall begin on the date of signature of the Application Form by both parties, shall continue for the Minimum Period

The term of the agreement may automatically extend for an Extended Term at the end of the Minimum Period and at the end of each Extended Term, unless You give written notice to Us not later than 30 days before the end of the Minimum Period or the relevant Extended Term, to terminate this Agreement at the end of the Minimum Period or the relevant Extended Term, as the case may be. This does not apply to Small Businesses with 10 or less employees.

You acknowledge that 30 days' notice to terminate the Agreement at the end of the Minimum Period or any Extended Term is a reasonable period in order for Us to mitigate any costs, expenses, losses or damages which We may incur as a result of the termination of Our contracts with third party suppliers involved in the provision of the Services to You.

We will commence the Services within a reasonable time after the Start Date, and will provide the Services in accordance with the terms of this Agreement. Any dates which We give to You are estimates only and time shall not be of the essence with respect to such dates

If You want to terminate this Agreement in full, or if You want to terminate some but not all of Your lines and other features of the Service, for any reason You must contact Our Business Services Team. We will send You confirmation of Your cancellation.

In the event of termination for any reason whatsoever no amounts will be refunded in respect of Equipment purchased by You.

We may from time to time and without notice to You change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Where practicable, We will give You at least 30 days' notice of any change.

Where set out in the application form that We shall provide You with Equipment as part of the Services, We shall deliver such Equipment to Your Premises as soon as reasonably practicable after the Start Date. Unless We agree otherwise, You will be responsible for installation of any Equipment.

## **CHARGES AND PAYMENTS**

We shall be entitled to increase the Charges, with effect from the end of the Minimum Period and any Extended Term. We will give You at least 30 days written notice

We reserve the right to increase the Charges during the Minimum Period or any Extended Term as a result of any increase in Our costs which are imposed on Us by any third party, in connection with the provision of the Services to You. We will give at least 30 days written notice

Services are provided during Service Hours. If You request Us to carry out any part of the Services outside of the Service Hours We may agree to do so at Our sole discretion, and reserve the right to charge for such work in accordance with Our standard time and materials rates in force at the time and found in Our Price List.

Billing will commence on the Service Start Date. Billing will not be delayed due to Your readiness to accept or use the Service.

## **SERVICE AVAILABILITY**

We will use Our reasonable endeavours to provide continuous and high quality Services, however there may be occasions out of Our control which could result in loss of service or reduced voice quality, for example, weather, power disruptions, or failures of Your private network (LAN/WAN), internet service provider (ISP) or broadband connection. You acknowledge and accept that in such circumstances all Phone Co-op Unified Communication Services (including 999/112 public emergency call services) may also be unavailable.

Where the components of the Phone Co-op Unified Communication Services are outside of Our direct control We cannot make any guarantees on the availability or performance of any or all of the Phone Co-op Unified Communication Services

Non-Applicable components include:

- Client Premises Equipment (CPE)
- Supplier Access Network
- Mobile Device Software
- Mobile Access Network
- Windows PC and Apple MAC Client Software

Where connectivity and equipment is provided by an alternative provider, We are not responsible for loss of Phone Co-op Unified Communication Services or disruption to voice quality.

## **FAULT REPORTING**

We cannot guarantee that the Services will be continuously available or free from Service Failures. We shall use reasonable endeavours to provide the Services.

We may vary the technical specification or suspend the Services for operational reasons or because of an emergency, but We will, where practicable, try to give You as much notice as much notice as possible of any such variation or suspension.

Whilst We will notify the You as soon as reasonably practicable after We become aware of an actual or potential fault or service interruption in the Our Network, We are not responsible for the maintenance of Your equipment.

Where You believe You are experiencing a Service Failure You must immediately report this to Us via Our Business Services Team, providing sufficient information to enable Us to investigate the problem. We will log the time and receipt of all such reports.

Where We spend time investigating a fault(s) that is being continuously reported by You and concludes each time that there has been no Service Failure, We reserve the right to charge You for all reasonable costs and expenses incurred investigating the alleged fault and You agree to pay such Charges.

You are responsible for claiming any Service Credits in accordance with The Phone Co-op Unified Communication Services Service Level Agreement

Where a failure by Us to provide a Service in accordance with The Phone Co-op Unified Communication Services Service Level Agreement results in the accumulation of Service Credits, the parties acknowledge and agree that such a Service Credits shall constitute the sole financial remedy in respect of such failure. For the avoidance of doubt, Service Credits are accumulated in respect of some service levels only (as identified in The Phone Co-op Unified Communication Services Service Level Agreement).

## **HANDSET SUPPORT**

We do not provide a maintenance or insurance service on any handsets supplied but under a reasonable endeavours basis, for those handsets still within the manufacturer's warranty period, will provide a replacement handset free of charge, delivered to site, normally within two working days of receipt of the failed handset subject to availability of stock and return of the faulty handset. We will ensure that the handset supplied is the same or an equivalent model to the one being replaced.

This covers any handset that fails through 'fair wear and tear' within the manufacturer's warranty period. This does not cover accidental or deliberate damage caused to the handset by You or any third parties or any other conditions that would render the manufacturer's warranty void.

You will need to purchase new handsets to replace any such 'damaged' ones or any handsets that have failed outside of the manufacturer's warranty period.

The replacement handset may be a new, or a repaired, or a refurbished handset at Our discretion. You must return the failed handset to Us at Your Own cost. We reserve the right to charge for any handsets replaced under warranty where the faulty handset has not been returned.

If You consider a handset to be faulty then please contact Our Business Services Team in the first instance. We will work with You to confirm if the handset is faulty and requires replacing or not.

If faulty, and it is a handset provided by Us and qualifies to being replaced at no charge, We will arrange for a replacement to be sent as quickly as possible under the terms described above.

## **YOUR RESPONSIBILITIES**

### **999/112 EMERGENCY CALL SERVICES**

If the Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, You understand and acknowledge that there may be some limitations as set out in the following paragraphs.

If You use the Service outside England, Wales, Scotland and Northern Ireland You will not be able to call emergency services in the country where You are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland and Northern Ireland.

If there is a Service outage for any reason, such outage may prevent access to 999/112 dialling.

You must register with Us the primary physical location where You will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is Your responsibility to maintain the accuracy of Your location address if there are any changes. You can do this by contacting Our Business Services Team. If You do not update Us with changes, it may or may not be possible for emergency operators and authorities to identify Your location and phone number when You dial 999/112. Location information of Your primary office as notified to Us will only be provided to emergency services; extension information may not be provided to emergency services.

When you dial 999/112 You will need to state Your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

Emergency operators and authorities may or may not be able to identify Your phone number in order to call You back if the call is unable to be completed, is dropped or disconnected, or if You are unable to speak to tell them Your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold Your line open in the event You hang up.

You agree to inform potential users of the Service of the above limitations and You understand and accept that You should always have an alternative means of accessing 999/112 emergency services.

If We suspend the Service You will still be able to dial 999/112

## PORTAL ACCESS

We will allow access to The Phone Co-op Unified Communication Services administration portal for self-administration only on a restricted permissions basis. When you request such access it is Your responsibility to ensure that a designated, competent person or persons (the "Administrator") is appointed to administer the account. Where an action or change is not available to the Administrator they should request in writing that We undertake such action or change. We will endeavour to make the change as soon as reasonably practicable, subject to the validity of the change request.

You are solely responsible for all log-in and password details for access to the administration portal. Passwords are created and passed to You on the understanding that they must be changed immediately on log in. We are not liable for any loss of service or consequential costs or consequential losses of any kind resulting from unauthorised access to Your account howsoever made. We will reset passwords on request but such resets are also subject to the conditions of this paragraph.

You are solely responsible for ensuring that any changes made to the account are appropriate. Any loss of service to any subscriber or end device as a result of Your changes to the account, howsoever made, is Your sole responsibility. We are not liable for any loss of service or consequential costs or consequential losses of any kind resulting from Your changes to the account.

We reserve the right to withdraw Your access to the administration portal at any time if We consider that the account is being incorrectly administered such that billing is compromised or if We suspect fraudulent or abusive practices within the account.

## YOUR OBLIGATIONS

You are solely responsible (at Your cost), for procuring and maintaining all necessary Hardware, software, network facilities and telecommunications services which are required to access and make use of the Services.

You must obtain all required licenses or other consents to enable Us to have access to and use of Your Hardware for the purpose of providing the Services including, but not limited to, any license rights in respect of any software which forms part of Your Hardware;

You will carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Your provision of such assistance as agreed by the parties, We may adjust any agreed timetable or delivery schedule as reasonably necessary.

We shall not be responsible for any delay or inability to provide the Services where this is caused by Your breach of any of the obligations in this clause.

We may disconnect any of Your Hardware from Our network if in Our reasonable opinion it does not so conform with this clause or if in Our reasonable opinion it is liable to cause personal injury or damage to property or to impair the quality of the Services provided by Us or to cause Us to lose Our Authorisation or to put Us in breach of Our obligations to any third party.

## CALL RECORDING

The functionality of The Phone Co-op call recording system provides all the necessary tools to achieve PCI DSS compliance, however it is Your responsibility to ensure Your systems, training and processes will achieve the necessary compliances. Further guidance can be found on Our website.

It is Your responsibility to maintain an inventory of recordings stored in The Phone Co-op Unified Communications systems following configuration from initial Order. We will make available portal access for this purpose to facilitate live monitoring and administration. You can play, download or delete recordings. Note that deleted recordings cannot be recovered.

On Agreement termination it is Your responsibility to download any recordings that You wish to retain or to delete recordings before the Agreement expiry date.

We have no access to listen to the call recordings except when access is required to diagnose call recording issues. Under such circumstances We will request that You either make test calls for Us to access or You select specific recordings for Our testing purposes.

We are not responsible for the content or nature of any call recording.

## INTELLECTUAL PROPERTY

You acknowledge and agree that We and/or Our suppliers own all intellectual property rights in the Services and any Software provided in connection therewith. Except as expressly stated in this Agreement, You are not granted any rights to, or in, patents, copyrights, database rights, trade secrets, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Services.

You shall not, except as may be permitted by law or otherwise in accordance with this Agreement:

- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
- reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- In the event of any judgment by a competent UK court of law that the Services or any Software infringe the intellectual property rights of a third party, We may (at Our option) procure the right for You to continue using the Services or such Software, replace or modify the Services or Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to You.

This clause sets out Your sole and exclusive remedies, and Our entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.



## SUSPENSION OF SERVICES

We may suspend the Services at any time upon reasonable notice to You (where practicable):

- where We are obliged to comply with any order instruction or request of a competent court, government or regulatory authority; or
- where provision of the Services is rendered impossible, or functionality or performance of the Services becomes materially limited, as a result of technical limitations or other matters which are outside Our reasonable control, in which case We shall use Our reasonable endeavours to restore the Service as soon as reasonably practicable.

We may suspend the Services at any time in order to carry out:

- planned maintenance, which We may carry out to ensure the continuing quality of the Services where:
  - a) We have given You at least 48 hours notice of Our intention to undertake such maintenance, or
  - b) where the maintenance work is required in connection with the requirement of a third party, such period of notice as may be reasonable taking into account the notice which We may have received from that third party.
- emergency maintenance which We may require to be undertaken to prevent the failure or serious degradation of the Services. Where We are unable to give You at least 12 hours notice of Our intention to undertake emergency maintenance We will endeavour to undertake emergency maintenance outside Our normal business hours.