

# SUPPLEMENTARY TERMS & CONDITIONS OF SUPPLY

These are the Supplementary Terms and Conditions on which we supply Equipment and services to you which, together with the content of the Order Form and the Standard Terms and Conditions, comprise the terms of the contract between us. The Supplementary Terms which apply to your Order are indicated by the SC codes set out in the Order Form.

Please read these terms carefully when you submit your Order Form to us as they will be binding on you.

Complaints - If you wish to make a complaint, please refer to our Complaints Procedure at <u>www.infinitygroup.co.uk</u>

## BETWEEN

(1) Infinity Technology Solutions Limited incorporated and registered in England and Wales with company number 04330595 whose registered office is at The Coach House, Spencer Mews, Tunbridge Wells, Kent TN1 2PY. (Supplier).

#### AND

(2) The customer named and identified in the Order Form (Customer) who shall be contacted using the information provided in the Order Form. If this changes, the Customer must notify the Company as soon as practicable.

In what follows, all capitalised terms shall bear the same meanings as apply in the Standard Terms and Conditions.

PART 1 – SERVICE CODE (SC) "N" - SUPPLEMENTARY CONDITIONS - NETWORK SERVICES

These apply in addition to the Standard Terms and Conditions which are hereby incorporated by reference.

For provision of the ability to make or receive a call (or both), a call being a signal, call, message, text or communication on each line supplied by Supplier to Customer.

1. Phones and equipment

1.1 Unless already included on the Order Form, any phones or other equipment are not included in the Services supplied and, if supplied by the Supplier, shall be supplied to the Customer under a separate order and contract.

1.2 If such phones or handsets are supplied endorsed with a warning that: "Calls to Emergency Services cannot be made from this handset", the Customer acknowledges and accepts that it must hang up and call from an alternative telephone service such as a traditional landline or mobile phone

## 2. Phone number

2.1 The Customer shall not acquire any right, title or interest in any new telephone numbers provided to the Customer by the Supplier except as provided in clause 2.2 below.



2.2 Subject to the Customer's compliance with its obligations under this Contract, such telephone numbers are provided on licence for the term of the Contract only. The Customer has no right to sell or transfer or to agree to sell or transfer any number provided for use with the Service and must not try to do so.

3 Emergency calls

The Customer hereby acknowledges, accepts and understands that the Service allows calls to the emergency services numbers 999 and 112 but that calls will fail if there is a power cut or the Customer's broadband connection fails.

4 Broadband and cabling connections

Supplier is not responsible for broadband or any street cabling provided by other providers.

- 5 The Phone Book and Directory Enquiries
- 5.2 By signing the Order Form, the Customer acknowledges that, as soon as practicable and unless the Customer has requested otherwise in writing, the Supplier will add the Customer's name, address and the phone number for the Service to the Directory Enquiries Service.
- 5.3 If the Customer wants a special Directory Enquiries Service entry or wishes to be excluded it must send the Supplier a request in writing. Additional charges will apply.
- 6 Necessary interventions
- 6.2 The Supplier shall be entitled from time to time to make necessary interventions to enable provision of the Service including:
- (a) Changing the technical specification of the Service for operational reasons;
- (b) Interrupting the Service for operational reasons or because of an emergency;
- (c) Changing the carriers used to provide the Service; or

(d) Giving the Customer instructions that may be necessary for compliance with regulations including for health and safety, or for the quality of the service supplied to the Customer or to the Supplier's other customers.

## 7 Fraud charges

All Charges due to the Supplier for calls routed via any telephone number or IP address to be used with this service shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Supplier or the Supplier's employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Supplier. The Customer's attention is also drawn to the provisions relating to authorised use and the Customer's obligations set out in clause 9.3 (h) and (i) of the Standard Terms and Conditions.

#### 8 Call Monitoring

By signing the Order Form, the Customer acknowledges that the Supplier may occasionally monitor and record calls made to or by it relating to customer services and telemarketing. This is done for training purposes and to improve the quality of the Supplier's customer services, including complaint handling.

