

NETWORK SERVICES SUPPLEMENTAL TERMS (SERVICE CODE (SC) “N”)

1. Introduction

1.1 These are the Supplemental Terms on which the Supplier supplies the Network Services to the Client (“Network Services Supplemental Terms”).

1.2 These Network Services Supplemental Terms are governed by and apply in addition to the Master Services Agreement set out [here](#) between the Client and the Supplier as may be varied by the Parties (the “MSA”).

1.3 For the purposes of these Network Services Supplemental Terms:

Small Business Clients: means a Client who is neither itself a communications provider, nor a person who is such a customer in respect of an undertaking carried on by it for which more than ten (10) individuals work (whether as employees or volunteers or otherwise).

1.4 Except as defined in these Network Services Supplemental Terms, capitalised terms shall have the meanings given to them in the MSA.

1.5 In the event of conflict with the terms of these Network Services Supplemental Terms and the MSA, the provisions in these Network Services Supplemental Terms shall take precedence and in the event of a conflict with the terms of these Network Services Supplemental Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Network Services Supplemental Terms.

2. Cancellation

2.1 **Cancellation.** Where the Client is a Small Business Client and it exercises its right of cancellation under Clause 18.2 of the MSA:

(a) in the event that such right lapses so that the MSA continues for the Minimum Term under Clause 18.5 of the MSA, Subsequent Terms shall only apply where the Client has given express consent in writing in accordance with Ofcom General Condition 9.3; and

(b) its liability to pay the Activation Charges and Recurring Charges for the entire Minimum Term as set out in Clause 18.2(a) of the MSA shall be subject to a limit of twenty four (24) months’ in accordance with Ofcom General Condition 9.4.

2.2 **Termination.** Where the Client is a Small Business Client, its liability to pay for all Recurring Charges for the remainder of the Minimum Term or Subsequent Term under Clause 18.10 of the MSA, shall be subject to a limit of twenty four (24) months in accordance with Ofcom General Condition 9.4.

3. Supplemental Terms

3.1 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 Client.

4. Phones and equipment

4.1 Unless already included on the Statement of Work, any phones or other equipment are not included in the Services supplied and, if supplied by the Supplier, shall be supplied to the Client under a separate order.

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

6. Phone number

6.1 The Client shall not acquire any right, title or interest in any new telephone numbers provided to the Client by the Supplier except as provided in paragraph 6.2 below.

6.2 Subject to the Client's compliance with its obligations under the MSA, such telephone numbers are provided on licence for the Term of the Statement of Work Statement of Work only. The Client 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.

7. Emergency calls

7.1 The Client 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 Client's broadband connection fails.

8. Broadband and cabling connections

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

9. The Phone Book and Directory Enquiries

9.1 If the Client 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.

10. Necessary interventions

10.1 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 Client instructions that may be necessary for compliance with

regulations including for health and safety, or for the quality of the service supplied to the Client or to the Supplier's other customers.

11. Fraud charges

11.1 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 Client 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 Client's attention is also drawn to the provisions relating to authorised use and the Client's obligations set out in clause 13 and 5.4(o) of the MSA.

12. Call Monitoring

12.1 By signing the Statement of Work, the Client 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.