

## TELEPHONE SERVICES SUPPLEMENTAL TERMS (SERVICE CODE (SC) “M”)

### 1. Introduction

- 1.1 These are the Supplemental Terms on which the Supplier supplies the Telephone Services to the Client (“Telephone Services Supplemental Terms”).
- 1.2 These Telephone 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 Except as defined in these Telephone Services Supplemental Terms, capitalised terms shall have the meanings given to them in the MSA.
- 1.4 In the event of conflict with the terms of these Telephone Services Supplemental Terms and the MSA, the provisions in these Telephone Services Supplemental Terms shall take precedence and in the event of a conflict with the terms of these Telephone Services Supplemental Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Telephone Services Supplemental Terms.

### 2. Supplemental Terms

- 2.1 **Telephone Services** covers Equipment provided as part of the Services as set out on the Statement of Work but for the avoidance of doubt it excludes maintenance of any other equipment not supplied by the Supplier or the Supplier’s subcontractor, including cabling and telephone handsets.
- 2.2 The Supplier shall maintain the Equipment in efficient working order during the term of the Agreement.
- 2.3 Any Equipment ordered after the original installation of items indicated on the original Statement of Work will be subject to an additional maintenance charge which will be added to the annual contract value and which, for the remainder of the year in which the additional Equipment is installed, will be charged on a pro rata basis.
- 2.4 If the Equipment is to be connected to BT apparatus it must comply with all BT requirements and the Client must arrange at its own expense the provision of any BT equipment specially required for the Client’s needs.
- 2.5 The Supplier shall, at the request and expense of the Client, move the Equipment to alternative premises where in the opinion of the Supplier suitable service and reception facilities exist provided the Equipment does not thereby pass out of the possession or control of the Client.
- 2.6 The Supplier shall use reasonable endeavours to provide Telephone Services within Normal Business Hours from the time of the reported Client call, provided always

that the Supplier (without prejudice to its other rights) shall not be obliged to service the Equipment if the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default at the time of the call.

- 2.7 Telephone Services are subject to a Fair Usage policy. The Supplier reserves the right to limit or curtail access to the Telephone Service should the Client become a persistently high user of the Service; and
- (a) in case of high usage arising, in the Supplier's absolute discretion, from network faults or errors, the Supplier will engage with the Client to ascertain the reason for persistent high usage and work on solutions that will allow the usage to return to a more reasonable level;
  - (b) in case of high usage due to Client conduct, including configuration changes initiated by it, then the Supplier reserves the right to charge the Client for all time and materials reasonably required in excess of fair use.
- 2.8 If Telephone Services have not been ordered, then the repair or replacement of faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required, then this will be chargeable to the Client as an additional Labour Service and will be arranged within Normal Business Hours.
- 2.9 Where with the Supplier's agreement in accordance with Clause 14.6 of the MSA, the Client provides its own equipment, the Client will, at its own cost, be responsible for repairing, maintaining, and replacing any equipment that no longer operates in accordance with its manufacturer's specifications. Where the Client replaces the Equipment, the replacement shall be (i) equivalent to the original's functionality and performance, and (ii) approved by the Supplier in writing. The Client will be responsible, at its own cost, for (i) reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by the Supplier as Professional Services at its then current standard rates), and (ii) installing such reconfigured replacement in place of the original.
- 2.10 The Supplier shall not be liable for any impact on the Service caused by the substandard or defective performance or non-availability of the Client's equipment which shall be excluded from the Supplier's service level obligations under the Agreement.