

## SCHEDULE 3.1 – VOICE SERVICES

### 1. APPLICATION

- 1.1 This Schedule contains a description of the Voice Services and forms part of the Agreement entered between the Parties for the provision of Services, together with the **General Conditions** and the documents referred to in clause 1.4 (where applicable).
- 1.2 Definitions and interpretations that are specific to this schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

### 2. SERVICE DESCRIPTION

#### LINE RENTAL

- 2.1 The Supplier will provide the Customer with a fixed telephone line by traditional copper wiring (analogue) or fibre optic cabling (digital) or a combination of both (depending on geographical area) comprising of the following options as set out in the applicable **Order**:

- 2.1.1 single analogue line  
2.1.2 ISDN2  
2.1.3 ISDN30

hereinafter defined as “**Line**”.

#### CALLS

- 2.2 The Supplier will provide the following standard call service components, based upon standard **Tariffs** and in accordance with the details as set forth in the **Order**:
- 2.2.1 the facility to make or receive phone calls including the ability to send or receive information from computers using a Line; and
- 2.2.2 one telephone number for each Line.  
hereinafter defined as “**Call Service**”.
- 2.3 The Supplier may, subject to eligibility, provide the Customer with a bespoke pricing package, as follows:
- 2.3.1 the Tariffs charged are dependent upon the Customer’s Committed Spend as set forth in the **Order “Tariff Package”**; or
- 2.3.2 the Tariffs charged are fixed price and are inclusive of minutes as set forth in the **Order “Call Bundle”**.
- 2.4 The Customer may purchase a package of services, which includes Lines, Call Service and Ancillary Services and the **Tariffs** charged are fixed price as set forth in the **Order “Call Package”**.
- 2.5 The Customer may purchase Inbound Voice Services, which may include the allocation of Service Numbers or a Local Presence number, Network IVR, Call Recording, Network Queuing and Voice Mail and the **Tariffs** charges as set forth in the **Order “Inbound Voice Services”**.
- 2.6 The services detailed in paragraphs 2.1 to 2.5 inclusive are hereinafter defined as “**Voice Services**”.
- 2.7 The Supplier will provide and manage the Voice Services as set out in paragraph 4 of this schedule and as set out in the **Order**, up to the Network Terminating Unit “**Voice Support Boundary**”.
- 2.8 The Supplier has no responsibility for the Voice Service outside of the Voice Support Boundary.
- 2.9 The Supplier makes no representations, whether express or implied, about whether the Voice Services will operate in combination with any Customer Equipment or other equipment and software.

### 3. CUSTOMER OBLIGATIONS

- 3.1 On and from the Commencement Date the Customer shall:
- 3.1.1 ensure that there is adequate resilience in place to protect against the loss of data, service or connectivity, including appropriate power supply;
- 3.1.2 connect Equipment to the Voice Service only by using the Network Terminating Unit at the Site(s);
- 3.1.3 not attempt to circumvent any security measures in the Voice Service;
- 3.1.4 not publicise any number in any way or commit to any advertising or publicity until the Customer has received written confirmation by the Supplier that the number is tested and live;
- 3.1.5 pay for Ancillary Services which may exist on the Line, where such Line is transferred to the Supplier on a like for like basis;
- 3.1.6 where the Customer instructs the Supplier to cease or port the provision of a number, pay the Supplier a disconnection fee for each number at the rate applicable at the date of disconnection;
- 3.1.7 provide thirty (30) days written notice in the event that above average use of the Voice Services is likely to occur; and
- 3.1.8 not use, not permit use of the Voice Services in any way in connection with any message or communication which is in the reasonable opinion of the Supplier considered to be a Nuisance Call or brings the Supplier’s name into disrepute or in any way which intentionally causes damage or disruption to the Voice Services.

- 3.2 THE CUSTOMER SHALL REMAIN LIABLE FOR ALL CHARGES WHERE THE CUSTOMER OR A THIRD PARTY HAS USED THE VOICE SERVICE, WHETHER USED WITH THE KNOWLEDGE AND CONSENT OR OTHERWISE OF THE CUSTOMER OR OTHER FRAUDULENT ACTIVITY IN CONNECTION WITH THE USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO FRAUDULENT CALLS MADE BY A ROGUE CALLER AND CALLS MADE BY ANY THIRD PARTY WHOM HAS GAINED UNAUTHORISED ACCESS TO THE VOICE SERVICE.

- 3.3 The Customer hereby acknowledges and agrees that it shall first contact the Supplier concerning Nuisance Calls and will fully cooperate with the Police and any other relevant authorities (including but not limited to the Inland Revenue, Trading Standards and/or Ofcom) in connection with any misuse or suspected misuse of the Voice Services and the Customer hereby consents to the Supplier cooperating and providing any evidence reasonably requested in accordance with Applicable Law.

### 4. SERVICE CONDITIONS

#### LINE RENTAL

- 4.1 The Supplier shall:
- 4.1.1 use reasonable endeavours to provide the Customer with the Voice Service by the dates agreed and to continue to provide the Voice Service for the Term of this Agreement;
- 4.1.2 not be liable for any loss or damage should the Voice Service not commence or restart of the agreed date; and
- 4.1.3 have the right to withdraw or change CLI or dialling codes but will only do so where required under any changes in Applicable Law.

## SCHEDULE 3.1 – VOICE SERVICES

- 4.2 Nothing in this Agreement gives the Customer any legal, equitable or other rights in any CLI or dialling codes provided as part of the Voice Service.
- 4.3 The Voice Service shall terminate upon reaching the Network Terminating Unit.
- CALLS**
- 4.4 The Supplier may deliver all Calls using the most appropriate Network and any Calls that are routed by any means beyond the reasonable control of the Supplier shall remain the responsibility of the Customer, and the Supplier reserves the right to charge the Customer at the applicable rates at the time.
- 4.5 Charges shall be calculated by reference to any data recorded or logged by the Supplier and/or its Third-Party Supplier and not by any data recorded or logged by the Customer. The Supplier shall be entitled to estimate Charges in circumstances where the relevant data is not available to the Supplier in a timely manner and any estimated Charges shall be reconciled on a subsequent invoice.
- 4.6 The Supplier may occasionally monitor, and record Calls made to or by the Supplier relating to customer services and telemarketing calls made by the Supplier for the purposes of training and improving customer care services, including complaint handling. The Supplier, Third Party Supplier and/or other suppliers may also record Calls to Emergency Services.
- 4.7 The Customer specifically authorises the Supplier to send/resent CPS throughout the Term of this Agreement and hereby waives the Supplier's obligation to notify the Customer of the same.
- 4.8 Where the Customer opts for certain Call Features on the Voice Service, the Customer acknowledges and agrees that such Call Features shall be chargeable at the **Tariffs** applicable at the time.
- 4.9 If in the reasonable opinion of the Supplier, the Customer's call profile is indicative of Fraudulent Activity, the Supplier shall reserve the right to suspend the Voice Services immediately, without notice to the Customer in accordance with clause 7.1.4 of the **General Conditions**.
- CALL FEATURES**
- 4.10 The Customer may opt for additional call features relating to any Line that the Customer has, which include but are not limited to the following options:
- 4.10.1 Call Diversion (diverts Calls to any number)
- 4.10.2 Call Waiting (alerts to another Call when already on a Call);
- 4.10.3 Ring Back (Call to notify when an engaged number is free);
- 4.10.4 Call Baring (control over what type of Calls can be made);
- further options are set forth in the **Tariffs** and such additional call features will be chargeable in accordance with the same ("**Call Features**").
- NUMBER PORTING**
- 4.11 The Customer may:
- 4.11.1 prior to the Commencement Date port number(s) to the Supplier; and
- 4.11.2 upon expiry or termination port number(s) from the Supplier to another supplier with whom the Supplier has a relevant porting agreement
- hereinafter defined as "**Number Porting**".
- 4.12 Where the Customer wishes to port number(s) to the Supplier, the Customer shall:
- 4.12.1 provide full and accurate details of the number(s) to be ported; and
- 4.12.2 be responsibility for reaching any commercial agreement with the suppliers of the services to which those number(s) apply, including terminating those services and the payment of any associated Termination Charges
- 4.13 the Customer will be provided a Port Date by the Supplier once the Supplier has all the details in paragraph 4.12.
- 4.14 The Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions and export. Charges are as per the Supplier's current **Tariffs**.
- INBOUND VOICE SERVICES**
- 4.15 The Supplier shall allocate to the Customer (if applicable) a Service Number or a Local Presence number or take over responsibility for a number which has been ported to the Supplier in accordance with paragraphs 4.11 to 4.14 above, through which the Supplier shall deliver Calls as part of the Voice Services.
- 4.16 Where the Customer has not:
- 4.16.1 Initiated Use of a Service Number within six (6) months of the Commencement Date; or
- 4.16.2 achieved the Agreed Usage Level for a Service Number,
- the Supplier may recall such Service Number from the Customer and the Supplier shall be entitled to use such Service Number for third parties.
- 4.17 The Supplier cannot guarantee that Voice Services can be provided to a specific Service Number where such Service Number:
- 4.17.1 has been transferred from another Third-Party Supplier; or
- 4.17.2 where there are national code or number changes
- and the Supplier shall not be liable for any loss or damage the Customer may incur due to the inability of the Customer to receive an inbound Call to such Service Number.
- 4.18 The Supplier shall be entitled from time to time, for reasons connected with:
- 4.18.1 any numbering scheme imposed upon the Supplier by Ofcom or any other appropriate body or;
- 4.18.2 any other operational, commercial or technical reasons to change, modify or substitute a Service Number
- add or subtract digits thereto or there from respectively, or introduce such additional codes as are required.
- 4.19 The Supplier shall provide the Customer with as much notice as is reasonably practicable in respect of any changes referred to in paragraph 4.18.
- 4.20 The Customer acknowledges that the Supplier may bar access to a certain Service Number if the Customer is or the Supplier suspects that the Customer is in breach of this Agreement or for any commercial or regulatory reasons.
- 4.21 Where the Network IVR Service requires an out-dial from the caller's choice from the given menu, this out-dial can only be made to a geographic public services telephone number originating from England, Scotland, Wales or Northern Ireland, not to a Service Number.
- 4.22 The Customer shall:
- 4.22.1 immediately notify the Supplier and provide reasonable assistance where the Customer has any

## SCHEDULE 3.1 – VOICE SERVICES

- reason to suspect that Artificially Inflated Traffic is being generated on any of the Service Numbers or that the Voice Services are being used in any way which breaches the Phonepay Plus code of practice;
- 4.22.2 inform the Supplier in writing, in relation to each Service Number provided, whether the Service Number is being used for a service which is a compliant Public Available Telephone Service (“PATS”). Service Numbers used for a service which is not PATS compliant cannot be ported onto the Network;
- 4.22.3 inform the Supplier of any change in the use of Service Numbers during the term of this Agreement;
- 4.22.4 and will procure that any and all use of the Inbound Voice Services shall be in compliance with any Code of Practice published by Phonepay Plus and Ofcom, including but not limited to any adjudications made by Phonepay Plus;
- 4.22.5 fully complete, return and keep updated any information requested by the Supplier and/or any Third-Party Supplier in order to comply with the Phonepay Plus Code of Practice and all due diligence requirements; and
- 4.22.6 warrant and undertake to register and maintain registration with Phonepay Plus where the Customer procures Voice Services which are regulated by the Phonepay Plus Code of Practice.
- 4.23 The Customer shall not and will ensure that any User does not misuse the Network in any way and will use all reasonable endeavours to ensure that the number of Calls made to the Service Numbers do not significantly exceed the Customer’s capability to answer such Calls or cause congestion (as reasonably determined by the Supplier) and in particular, the Customer shall give the Supplier at least ten (10) Working Days of any intention to advertise in the media or otherwise publicise the Service Numbers.
- 4.24 Where the Supplier notifies the Customer of any congestion or misuse, then the Customer shall immediately take all reasonable steps (which shall include, but not be limited to, arranging additional network capacity, adjusting promotional activities or using a call bureau for the relevant period) to prevent such congestion and/or misuse continuing.
- 4.25 The Customer shall not acquire any title to, Intellectual Property Rights in, goodwill in or any other proprietary right or interest in any Service Number (or alpha-numeric equivalent) issued by the Supplier in connection with the Voice Services and shall not (either alone or acting with others) attempt to register any such Service Number (or alpha-numeric equivalent) as a trade mark, service mark or other similar right anywhere in the world.
- 4.26 In the event that the Supplier is unable to contact the Customer to notify of any congestion or misuse in accordance with paragraph 4.23 and the Customer does not promptly prevent further congestion or misuse to the Network, then the Supplier shall be entitled to take all reasonable steps to protect the Network, including suspension of the Voice Services or any part thereof until satisfied that such congestion or misuse will not re-occur.
- 4.27 The Supplier shall only be able to supply the Customer with numbers commencing ‘030’ (or any additional number ranges Ofcom allocated for similar use) if the Customer is a public body or ‘not for profit’ organisation (pursuant to Ofcom’s guidance). On the Supplier’s reasonable request, the Customer will provide the Supplier with any information required in order to verify the Customer’s status as such an organisation. In the event the Customer loses such status, the Supplier will terminate provision of the ‘030’ numbers (or similar number ranges) the Customer.
- 4.28 Where the Customer takes a Queue and Transfer Service it shall ensure that it will not change the Hold Music and the Customer shall indemnify and keep the Supplier indemnified against any costs (including without limitation, and legal costs or disbursements on an indemnity basis) losses, damages or liability the Supplier may incur due to the Customer failing to comply with its obligations under this paragraph 4.28.
- ### CALL RECORDING/DATA STORAGE
- 4.29 The Inbound Voice Services are intended to be supplied to customers within the UK. The Customer accepts that the Supplier may not be able to supply certain elements of the Inbound Voice Services to the Customer outside of the UK and that the Supplier has a right to terminate the Inbound Voice Services in whole or in part at its sole discretion. In order to assist the Supplier and/or its third-party licensors in determining whether the Supplier can provide the Inbound Voice Services to the Customer, the Customer agrees that the Supplier may provide certain information about the Customer to the Supplier’s third party licensors.
- 4.30 If at any time during the Term of this Agreement, it comes to the attention of the Supplier that the Customer is using the Inbound Voice Services from outside of the UK, the Supplier reserves the right to terminate the Inbound Voice Services (in whole or part) immediately without any penalty to the Customer.
- 4.31 Calls that pass through any other portal or contact platform are stored for a period of six (6) months in order that they can be searched for, located and listened to via any portal or contact platform.
- ### ANCILLARY SERVICES
- 4.32 The Supplier, through its Third-Party Supplier, shall provide the Customer’s details for directory enquiries and basic directory listings for phone book entries without charge to the Customer “**Directory Listing**”. Additional or enhanced entries requested by the Customer shall be chargeable.
- 4.33 The Customer is responsible for verification that such details are and remain correct and other than where the Supplier is negligent, the Supplier shall not be liable for any errors or omissions in such phone book entries.
- 4.34 Where the Customer requests cancellation of a Directory Listing, the Customer shall remain liable for the relevant charges until the next publication of the phone book, when the Directory Listing will be deemed to be removed.
- 4.35 The Customer shall provide the Supplier with details of all Ancillary Services that it wishes to receive relating to any telephone number that the Customer wishes to use, such Ancillary Services shall be subject to additional charges as per the Supplier’s current **Tariffs**.
- 4.36 Where Call Recording is provided as part of the Voice Services, the Customer shall comply with all legal requirements when using Call Recording and agrees that the Supplier shall have no liability for any costs or claims which may be incurred where the Customer is not compliant, whether or not the Customer is aware of the legal requirements.
- ### FRAUD MONITOR
- 4.37 Where Fraud Monitor is provided, paragraphs 4.37 to 4.46 shall apply. The provision of Fraud Monitor is dependent upon the Supplier providing the Customer with both the Line and Call Service to which it relates. If for any reason the Supplier ceases to provide such Line and/or Call Service the Fraud Monitor service shall terminate with immediate effect and the

## SCHEDULE 3.1 – VOICE SERVICES

Supplier shall have no liability to the Customer in respect of such termination and no longer providing Fraud Monitor. Where Fraud Monitor is terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid.

- 4.38 Fraud Monitor shall only apply to the Lines specified as benefiting from the Fraud Monitor as stated in the **Order** or as otherwise agreed in writing by the Supplier.
- 4.39 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.
- 4.40 Unless otherwise stated in the **Order**, the monthly Charges for Fraud Monitor are as per the Supplier's applicable **Tariffs**.
- 4.41 For one (1) Fraud Incident in any Calendar Year, the Customer shall not be liable to pay the first £200 of call Charges where such call Charges arise from a proven Fraud Incident and provided such call Charges did not arise due to an act or omission of the Customer or breach of the terms of this Schedule 3.1 or the **General Conditions** by the Customer.
- 4.42 Except as stated in paragraph 4.41 above, in all other circumstances the Customer shall be liable for all Charges arising from Fraudulent Activity pursuant to paragraph 3.2 of this Schedule 3.1 and the Charges shall be payable in accordance with this Schedule 3.1 and the **General Conditions**.
- 4.43 The Supplier has the right to suspend provision of the Line and Calls Service in accordance with paragraph 4.9 of this Schedule 3.1 whether or not the Fraud Monitor is provided in relation to the Line and Calls Service. Unless expressly stated in paragraphs 4.37 to 4.46, the rights and obligations of the Supplier and Customer as detailed in this Schedule 3.1 and the **General Conditions** remain applicable to Services which have the benefit of Fraud Monitor.
- 4.44 The Customer shall provide the Supplier with an up-to-date point of contact with 24x7 availability who the Supplier shall notify by email of suspected Fraudulent Activity or of any suspension of the Line and Calls Service. In the event, the Customer has not provided an email address for notification as anticipated by this paragraph, the Supplier will endeavour to notify the Customer using any other contact information which it has on record. The Customer shall immediately reply to any notification of suspected Fraudulent Activity.
- 4.45 The Supplier will only reactivate any suspended Services when the Customer has satisfied the Supplier (at its sole discretion) that the reason for suspension has been resolved and the services are unlikely to be a material immediate risk of Fraudulent Activity.
- 4.46 The provision of Fraud Monitor is not a fraud prevention system and does not prevent unauthorised access to the Service(s) or the Equipment and the Customer shall be responsible for obtaining professional security advice with regards to the Service(s) and/or the Equipment. The Supplier makes no representation that Fraud Monitor will be error-free or will detect, limit, or prevent fraudulent usage of the Services. The Supplier 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 Fraud Monitor. In particular (without limitation), the Supplier accepts no liability for any delays in suspending or reactivating any Service which are beyond its reasonable control (including, without limitation, delays by third party suppliers or carriers in activating or removing barring orders).

### SERVICE FAULTS

- 4.47 The Supplier shall provide and manage the Voice Services in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.
- 4.48 Service Levels specific to the Voice Services and in addition to those set forth in paragraph 4.47 above (if any) shall be set forth in paragraph 7 below and where there is a conflict between **Schedule 4.1 (Fault Management Connectivity)** and paragraph 7, the latter shall prevail.

### 5. CHARGES AND PAYMENT

- 5.1 This paragraph 5 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict, this paragraph 5 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Voice Services as set out in paragraph 5.2 in the amounts specified in any **Order** and as varied pursuant to the Agreement.
- 5.2 Unless stated otherwise in an applicable **Order**, the Supplier shall invoice the Customer monthly (depending on billing frequency) for:
- 5.2.1 Installation Charges, on or after the Commencement Date for any work carried out;
  - 5.2.2 Recurring Charges, except Usage Charges;
  - 5.2.3 Usage Charges calculated at the then current **Tariffs**;
  - 5.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
  - 5.2.5 any Termination Charges upon termination of the Voice Service

For any period where the Voice Service is provided for less than a month, the Recurring Charges will be calculated on a daily basis.

- 5.3 For the avoidance of doubt, Usage Charges shall be invoiced to the nearest pence per second, unless otherwise stated in the **Order**. All Calls are subject to a pence per minute Tariff, Committed Spend and a connection fee and Calls shall be invoiced to 2 decimal places, unless otherwise stated in the **Order** or applicable **Tariff**.
- 5.4 The Supplier reserves the right to apply a price increase to the Charges each calendar year except where the Supplier has agreed otherwise with the Customer in writing. The Supplier will notify the Customer when the price increase applies for each Service by email, on the Customer's invoice, the Chess Customer Portal and/or on its website [www.chessICT.co.uk](http://www.chessICT.co.uk). The increase will be rounded to the nearest whole pence and calculated by multiplying the existing Charges by a percentage comprised of i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. If the RPI figure is negative in the year the Supplier will only increase charges by 3.9%. This paragraph 5.4 is without prejudice to clause 6.10 of the **General Conditions** and as such it shall not be deemed superseded.

### AGREED USAGE CHARGE/LEVEL

- 5.5 The Customer must use enough minutes to reach the Agreed Usage Charge (if any). In any event if the Customer does not achieve the Agreed Usage Charge, the Supplier shall send the Customer a notice setting out the further Charges payable due to the failure to achieve such Agreed Usage Charges ("**Top Up Usage Charge**"). The Top Up Usage Charge will be calculated by deducting the amount paid by the Customer in the relevant month from the Agreed Usage Charge per month. The

## SCHEDULE 3.1 – VOICE SERVICES

Customer shall pay the Supplier the Top Up Usage Charge. The Agreed Usage Charge is the minimum monthly charge which will be paid to the Supplier during the Term of this Agreement.

- 5.6 Where there are Outpayments, the Customer must use enough minutes per month to reach the Agreed Usage Level (if any). If the Customer does not achieve such Agreed Usage Level, the Supplier shall send the Customer a notice proposing a new Agreed Revenue Share rate. The Customer acknowledges that the Supplier has calculated the Agreed Revenue Share on the basis that the Agreed Usage Levels would be met and therefore the Customer accordingly agrees that it is reasonable for the Supplier to change the Agreed Revenue Share in the event that the Customer does not meet the Agreed Usage Level.
- 5.7 Where the Customer has not met the Committed Spend agreed as part of the Tariff Package, the Supplier reserves the right, at its sole discretion to charge the Customer the difference between the actual spend and the Committed Spend.
- 5.8 The Supplier may also invoice for the following Charges in addition to those set out in the **Order**;
- 5.8.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
- 5.8.2 commissioning the Voice Service outside of Normal Working Hours;
- 5.8.3 restoring the Voice Service if the Voice Service has been suspended in accordance with clause 7 of the **General Conditions**;
- 5.8.4 cancelling Voice Service in accordance with clause 8 of the **General Conditions**
- 5.8.5 any other charges set out in the **Order** or the **Tariffs** or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees.

### OUTPAYMENTS

- 5.9 In the event that any Third-Party Supplier increases its charges or varies the agreed revenue share under its interconnection agreement with the Supplier, causing an increase in the cost to the Supplier in providing the Inbound Voice Services, the Supplier may at any time pass such increases in charges or variation in Agreed Revenue Share to the Customer on thirty (30) days' notice.
- 5.10 Subject to a variation in accordance with paragraph 5.9 above (and except under paragraphs 5.6, 5.7 and 5.10) not taking effect prior to the end of the Initial Term (if any) the Supplier shall be entitled to change the Charges and/or Agreed Revenue Share. Such variation will be effective thirty (30) days after the Supplier provides the Customer with written notice.
- 5.11 Where the Customer takes a new Service Number (including but not limited to new call destinations) the Customer may use those Inbound Voice Services subject to the payment of the relevant charges (where applicable) or confirmation of the relevant Outpayment rate.
- 5.12 Where there are Outpayments for Special Services, PRS numbers or DQ Codes, the Supplier will provide the Customer with an invoice in respect of the previous months usage of the Service Numbers within ten (10) Working Days of the end of that month and will make the appropriate Outpayment of the Agreed Revenue Share to the Customer on the third Monday of the following month, provided that the Supplier has received confirmation from the Third Party Supplier that no

amounts have been withheld due to suspected Artificially Inflated Traffic or suspected Fraudulent Activity.

- 5.13 Where there are Outpayments for PRS numbers, the Supplier shall provide the Customer with an invoice in respect of the usage of the Service Numbers once for each Outpayment Period within ten (10) Working Days at the end of that Outpayment Period and will make the appropriate Outpayment of the Agreed Revenue Share to the Customer on the Outpayment Date, provided that the Supplier has received confirmation from the Third Party Supplier that no amounts have been withheld due to suspected Artificially Inflated Traffic or suspected Fraudulent Activity.
- 5.14 The Supplier reserves the right to alter the accounting date from time to time by giving the Customer no less than fourteen (14) days written notice.
- 5.15 The Supplier shall be entitled to withhold any Outpayment due to the Customer in accordance with paragraphs 5.13 and 5.14 in the event that any connected payments due to the Supplier are withheld by any Third-Party Supplier in accordance with the terms of the Supplier's interconnection agreement. The Supplier shall not be obliged to make such Outpayment to the Customer unless and until the Supplier has recovered the monies from the relevant Third-Party Supplier (or other third party as the case may be) and the Supplier is satisfied that there has been no Artificially Inflated Traffic.
- 5.16 Where there are Pence per Call Numbers, the Customer shall pay the Supplier the relevant Charges after the first sixty (60) seconds of any Call. For the avoidance of doubt where there are Pence per Call Numbers there will only be Outpayments for the first sixty (60) seconds of the Call.
- 5.17 If the Customer takes a DC Code as part of the Inbound Voice Services, the Supplier may charge a Connection Fee for each DC Code. The Supplier shall refund the Connection Fee in the form of a credit once the Customer is generating traffic to that DQ Code.

### 6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 6 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 6.2 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term will not automatically renew pursuant to clause 2.1 of the **General Conditions**, the Agreement shall continue until terminated by the Customer giving at least thirty (30) days' notice to the Supplier to terminate the Agreement. Use of the Voice Services following expiry of the Minimum Term will be subject to the Supplier's standard published **Tariffs**.
- 6.3 Where a Customer is a Microenterprise or Small Enterprise Customer or Non-for-Profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
- 6.3.1 by giving the Supplier written notice within 30 days of the date the notice from the Supplier of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or clause 16.1 of the **General Conditions** is received and where such changes are likely to cause material detriment to the Customer; or
- 6.3.2 within the Transfer Period.

For the avoidance of doubt the Customer shall not have a right to terminate the Agreement pursuant to paragraph 6.3.1

## SCHEDULE 3.1 – VOICE SERVICES

where the Supplier varies the Charges in accordance with paragraph 5.4.

- 6.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 16.1 of the **General Conditions** and the Customer does not provide notice to terminate within 30 days in accordance with paragraph 6.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 6.3.1. The Customers continued use of the Services shall be deemed acceptance of such changes.
- 6.5 If a Customer terminates the Agreement pursuant to paragraph 6.2 or 6.3 above, the Customer shall not be liable for any Termination Charges.
- 6.6 NOTWITHSTANDING PARAGRAPH 6.3, THE CUSTOMER SHALL BE LIABLE TO PAY TERMINATION CHARGES TO THE SUPPLIER IN ACCORDANCE WITH CLAUSE 8.7 OF THE **GENERAL CONDITIONS**, WHERE THE AGREEMENT IS TERMINATED WITHIN THE MINIMUM TERM OR ANY SUCCESSIVE TERM.
- 6.7 The Supplier may terminate the Inbound Voice Services where the Customer is not able to procure the necessary consents (including without limitation any consents necessary from Phonepay Plus) to provide the Inbound Voice Services within three (3) months from the Commencement Date by giving the Customer written notice and without any liability. Where the Supplier has commenced work the Supplier may request the Customer to refund the cost of all such work (including without limitation, staff costs and equipment costs).

### 7. SERVICE CARE LEVELS

- 7.1 This paragraph 7 shall only be applicable when a Customer has purchased one of the Service Care Levels as specified in the **Order** and further detailed in paragraph 7.3 below. If purchased, the Service Fault Targets set forth in **Schedule 4.1 (Fault Management Connectivity)** shall be superseded by this paragraph 7.1.
- 7.2 The Supplier shall use reasonable endeavours to ensure that response time to the Customer’s notification of a Service Fault as defined in **Schedule 4.1 (Fault Management Connectivity)** shall be no more than one (1) hour, during Normal Working Hours and calculated from receipt of notification of a Service Fault by the Supplier.
- 7.3 The Supplier shall use reasonable endeavours to Resolve a Service Fault in accordance with the Service Care Level the Customer has purchased from the following options:

BT	Resolution Target <sup>1</sup>
Care Level 1	Clear by end of next Working Day + 1
Care Level 2	Clear by end of next Working Day
Care Level 3	Logged by 13:00 hours, same day resolution, after 13:00 hours next Working Day
Care Level 4	6 hour Resolution

TTB	Resolution Target <sup>1</sup>
Standard Care	48 (clock hours)
Enhanced Care	24 (clock hours)

*1. calculated from the first response by the Supplier*

- 7.4 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier’s current **Tariffs**.
- 7.5 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, subject to **Schedule 4.1 (Fault**

**Management Connectivity)**, make a one-off claim for a Service Credit.

- 7.6 The Supplier’s liability under this paragraph to pay Service Credits to the Customer shall be the maximum liability of the Supplier and the Customer’s sole financial remedy for failure to meet Service Care Levels.

### 8. LINE ASSURANCE

- 8.1 Where specified in the **Order**, the Supplier shall provide the Customer with Line Assurance as detailed in this paragraph 8. Line Assurance shall only apply to the Lines as stated in the **Order** or as otherwise agreed by the Supplier.
- 8.2 Unless otherwise stated in the **Order**, the monthly Charges for Line Assurance are as stated in the Supplier’s applicable **Tariffs**.
- 8.3 Line Assurance is an Additional Service. It can be terminated by the Customer giving the Supplier not less than 30 days and no more than 60 days written notice at any time during the Minimum Term or any Successive Term and the Customer shall not be liable for Termination Charges.
- FAULT MANAGEMENT**
- 8.4 Chess will provide for Fault Management for one (1) Service Fault per calendar year which falls outside the Voice Support Boundary and in such circumstances the Customer shall not be liable for any charges imposed on to the Supplier by BT Openreach where no fault is found by Openreach or on any Openreach equipment.
- 8.5 Fault Management will be provided in accordance with Schedule 4.1 (**Fault Management Connectivity**).
- 8.6 The Customer must provide timely site access for engineers procured or engaged by the Supplier or BT Openreach in relation to the Service Fault.
- 8.7 The Customer must carry out the Supplier’s prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault, and that the Service Fault Target shall not apply where the Supplier Initial Checks have not been completed as requested.

### CHES DIVERT

- 8.8 Where a Line is experiencing a P1 Service Fault, as described in **Schedule 4.1 (Fault Management)**, the Supplier will, where requested by the Customer, provide and configure a single call divert instance (“**Chess Divert**”) free of charge during a Service Fault and for a maximum of a 1-month period.
- 8.9 The Customer must request Chess Divert as part of the Service Fault Notification it sends to the Supplier in accordance with **Schedule 4.1 (Fault Management)** and provide the information requested by the Supplier to configure the single call divert instance.
- 8.10 The Customer must carry out the Supplier’s prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault, and that the Service Fault Target shall not apply where the Supplier Initial Checks have not been completed as requested.
- 8.11 Chess Divert will be set up within 8 Working Hours of receipt of the information required by the Supplier to configure it.
- 8.12 Whilst the Chess Divert is provided free of charge for a 1-month period, the Customer is liable to pay all Charges relating to calls associated with Chess Divert. The Customer is liable to pay Charges relating to the forwarding of calls from the Line to the Chess Divert based on the Customer’s applicable National Call rate, and for calls delivered from Chess Divert to the call destination shall be charged in accordance with the Supplier **Tariffs** which can be found on the Supplier’s website.

## SCHEDULE 3.1 – VOICE SERVICES

- 8.13 Chess Divert will not be automatically withdrawn upon resolution of a Service Fault or expiry of the 1-month period. The Customer must request the Chess Divert to be ceased when it is no longer required. Should the Customer not request to cease the call divert service, the Customer shall be liable to pay for Charges for the call divert service as stated in the Supplier's **Tariffs** and for any calls associated with it in accordance with clause 8.11 above.
- CHESSE DIVERT PLUS**
- 8.14 Where a Line is experiencing a P1 Service Fault, as described in **Schedule 4.1 (Fault Management)**, the Supplier will, where requested by the Customer, provide and configure up to ten (10) call divert agents free of charge during a Service Fault and for a maximum 1-month.
- 8.15 The Customer must request the call divert agents as part of the Service Fault Notification it sends to the Supplier in accordance with **Schedule 4.1 (Fault Management)** and provide the information requested by the Supplier to configure the call divert agents.
- 8.16 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault, and that the Service Fault Target shall not apply where the Supplier Initial Checks have not been completed as requested.
- 8.17 The Supplier can only provide the call divert agents where the call divert instance has been provided and configured in accordance with paragraphs 8.7 to 8.12 above. The call divert agents will be set up within 4 Working Hours of receipt of the information required by the Supplier to configure them, provided the call divert instance has been configured.
- 8.18 Whilst up to 10 call divert agents are provided free of charge during a Service Fault and for a maximum 1-month period, the Customer is liable for Charges relating to calls associated with the call divert agents. The Customer is liable to pay Charges relating to the forwarding of calls from the Line to the call divert agent based on the Customer's applicable National Call rate, and for calls delivered from the call divert agent to the call destination shall be charged in accordance with the Supplier **Tariffs** which can be found on the Supplier's website.
- 8.19 The call divert agents will not be automatically withdrawn upon resolution of the Service Fault or expiry of the 1-month period. The Customer must request the call divert agents to be ceased when they are no longer required. Should the Customer not request to cease the call divert agents, the Customer shall be liable to pay for Charges for the call divert agents as stated in the Supplier's **Tariffs** and for any calls associated with it in accordance with clause 8.17 above.
- SERVICE UPGRADE**
- 8.20 The Supplier will, where requested by the Customer, provide a free of charge upgrade in relation to an existing Line (and associated Broadband Service if applicable) to a FTTP, SoTAP or SoGEA service ("**New Product**") in accordance with paragraphs 8.20 to 8.28 below, provided such New Products are available at the Customer's site address.
- 8.21 The service upgrade is subject to the Customer entering into an agreement with the Supplier for the New Product. The agreement for the provision of the New Product shall include a Minimum Term equal to the remaining Minimum Term of the existing agreement with the Customer relating to the provision of the Line and associated Broadband Service being replaced or 24 months, whichever is greater.
- 8.22 The Supplier agrees to provide the New Product for the same Charges applicable to the existing Line and associated Broadband Services being provided under the existing agreement with the Customer. The Charges will therefore be the cumulative Charges of the Line and associated Broadband Services being replaced.
- 8.23 The Supplier will provide the New Product with bandwidth which it reasonably determines to be comparable to the bandwidth of the existing Line and Broadband Service.
- 8.24 The Customer may request a New Product with higher bandwidth. The upgrade and router (where required) will remain free of charge; however, the Customer will be liable to pay Charges associated with the higher bandwidth New Product.
- 8.25 Where required the Supplier will provide the Customer with a new router with its standard configuration free of charge. Installation and any bespoke configuration of the router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its **Tariffs**.
- 8.26 Should the Customer wish to retain an existing Line in addition to taking a New Product, the existing Line will be included in the new agreement and the Charges will be equal to the Charges payable under the existing agreement with the Customer for that Line. For the avoidance of doubt, the Charges for the retained Line shall be in addition to the Charges applicable to the New Product as stated at paragraph 8.21.
- 8.27 Should the Customer require Voice Services for an existing retained Line or require Cloud Voice Service for use in conjunction with the New Product, the Customer must enter into an agreement with the Supplier for the provision of Voice or Cloud Voice Services.
- 8.28 If the Customer terminates the new agreement for the New Product early for convenience or moves the Services during the Minimum Term of the new agreement, the Supplier has the right to charge the Customer the costs incurred in relation to the service upgrade as part of the Early Termination Charges payable by the Customer to the Supplier under the new agreement.
- 8.29 The Customer continues to have the option of entering into a new agreement for a New Product on different commercial terms than as stated in this paragraph 8, such as on longer Minimum Term, to obtain improved pricing.

## ANNEX 1 - DEFINITIONS

**Agreed Revenue Share** means the agreed share of revenue set out in the **Tariffs** and/or **Order** for which the Supplier shall pay the Customer as an Outpayment;

**Agreed Usage Charge** means the minimum monthly Charge (if any) applicable to the Inbound Voice Services as set out in the **Order**;

**Agreed Usage Level** means the number of call minutes as set out in the **Order** which the Supplier can vary the Agreed Revenue Share and/or request the return of a particular Service Number;

**Ancillary Services** means Call Recording, Fraud Monitor, line assurance, disaster recovery and other services as set out in the **Order**;

**Artificially Inflated Traffic** means the flow of Calls to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of the Customer, disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the Services;

**Call** means a signal, message or communication that is silent, spoken or visual;

**Call Bundle** has the meaning given to it in paragraph 2.3.2;

**Call Features** has the meaning given to it in paragraph;

**Call Recording** means the recording of inbound/outbound Calls;

**Call Service** has the meaning given to it in paragraph 2.2;

**CLI** means the calling line identity, the identifying number of the Line;

**Committed Spend** has the meaning given in the applicable **Order**;

**Contract Year** means the 12 month period from the Commencement Date of the Agreement or a 12 month period from an anniversary of the Commencement Date of the Agreement;

**Carrier Pre-Selection** or **CPS** means a service which enables certain outgoing calls to be routed via Networks which are not operated by the Third Party Supplier;

**DQ Codes** means a code which is used for directory enquiry numbers;

**Emergency Services** means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies.

**First Outpayment Date** means the date of the first Outpayment as set out in the **Order**, in respect of Outpayments arising from DQ Codes and PRS Numbers only;

**Fraud Incident** means an instance of Fraudulent Activity perpetrated by a third party in respect of a Line and Call Service which benefits from Fraud Monitor;

**Fraud Monitor** means the call analytics service known as Fraud Monitor (as modified or substituted from time to time);

**General Conditions** means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at [www.chessict.co.uk](http://www.chessict.co.uk) and which forms part of this Agreement;

**Hold Music** means the music which is played to any caller placed on hold;

**Inbound Voice Services** means the provision of number translation telecommunications services and/or Premium Rate Services via the Service Numbers and Network IVR;

**Initiated Use** means to activate a Service Number;

**Internet Protocol** or **IP** means a communication protocol for devices connected to the internet that specifies the format for the addresses and units of transmitted data;

**IP Address** means a unique number on the internet or a network card or controller that identifies a device and is visible by all other devices on the internet;

**Installation Charges** means those Charges in relation to installation of the Voice Services or any Customer Equipment, Hardware or Ancillary Equipment as applicable;

**Integrated Services Digital Network** or **ISDN** means a set of communication standards for simultaneous digital transmission of voice, video, data and other network services over the traditional circuits of the Line;

**ISDN2** means an option of ISDN that provides a minimum of two channels and up to 60 channels;

**ISDN30** means an option of ISDN that provides a minimum of eight channels with no maximum number of channels;

**Line** has the meaning given in Paragraph 2.1;

**Local Presence Numbers** means geographic numbers 01, 02 built on MyPortal or any Third-Party Supplier portal or contact platform;

**Network** means a Third Party Supplier telecommunications and data network providing connectivity to the Voice Services;

**Network IVR** means the Network Interactive Voice response service;

**Network Queuing** means the queuing of Calls in the Network;

**Network Terminating Unit** means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

**Normal Working Hours** has the meaning given to it in the **General Conditions**;

**Nuisance Calls** means any unwanted Call which causes annoyance to the receiver of the Call, is a hoax Call, is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature;

**Number Porting** has the meaning given in paragraph 4.11;

**Ofcom** means the Office of Communications or its successors from time to time;

**Outpayments** means the monthly payment made by the Supplier to the Customer in accordance with the Agreed Revenue Share as set out in the **Tariffs** and/or **Order**;

**Outpayment Date** means in respect of the first Outpayment, the First Outpayment Date and thereafter the thirteenth (13<sup>th</sup>) day following the end of the Outpayment Period, subject to such day being a Working Day, otherwise the next Working Day after the thirteenth (13<sup>th</sup>) day following the end of the Outpayment Period;

**Outpayment Period** means a period of a month;

**Pence per Call Numbers** means the numbers listed in the **Order** (or as agreed between the Parties) where the Customer pays for the Call if the Call lasts longer than sixty (60) seconds;

**Phonepay Plus** means the premium rate services regulator (or any body which replaces the same from time to time);

**Port Date** means the date that the Supplier provides to the Customer on which the existing number will be ported, and the Voice Service made available on that number;

**Premium Rate Services** or **PRS** means all those number ranges regulated by Phonepay Plus as amended from time to time (including but not limited to 09XX, 0871, 0872 and 0873);

**Recurring Charges** means the Charges for the Voice Services or applicable part of the Voice Services, including but not limited to the Line Rental, Call Bundle, Call Package, Tariff Packages or Committed Spend, that are invoiced repeatedly in every billing period as set out in the **Order**;

**Resolved** or **Resolve** means a Service Fault which is required to be, or has been resolved and normal operation of the Voice Services is required to be, or has been resumed;

**Service Care Levels** means the repair options as set forth in paragraph 7 above;

**Service Fault and Service Fault Targets** have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;



## ANNEX 1 - DEFINITIONS

**Service Numbers** means those number ranges (including but not limited to 0800, 0845, 0870, 0900) specified in the **Order** as varied and substituted from time to time in accordance with clauses 4.16 to 4.17;

**Special Services** means all those number ranges, not being Premium Rate Services, where an Outpayment is payable (for the time being including but not limited to 084X and 08570);

**Tariff Package** has the meaning given to it paragraph 2.3.1;

**Termination Charges** means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the **General Conditions** and as set out the **Order**, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one-off charges and/or Installation Charges, and an average of the Usage Charges invoiced by the Supplier over the previous six months;

**Transfer Period** means a period of 10 Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

**Usage Charges** means the Charges for the Voice Services or applicable part of the Voice Services that are calculated by multiplying the volume of units (voice minutes) that the Customer has used or incurred in a billing period with the relevant Tariff (e.g. Call Service);

**Voice Services** means the services set forth in this Schedule, including the provision of a Line, Standard Call Service or Service Package, and;

**Working Day** has the meaning given to it in the **General Conditions**.