

SCHEDULE 3.1 - VOICE SERVICES

SUPPLEMENTARY TERMS FOR WLR SINGLE ANALOGUE LINE, WLR MULTILINES, ISDN2 AND ISDN30 SERVICES

1. APPLICATION

1.1 These terms and conditions are supplementary to the provisions set out in **Schedule 3.1 (Voice Services)** and shall apply to the relevant Voice Services from the date of Disconnection until the date of Reconnection or termination of the Voice Services, only where a Customer is a Small and Medium Enterprise.

1.2 Definitions and interpretations that are specific to these supplementary terms and conditions are set out in Annex 1 and shall apply in addition to the definitions set out in **Schedule 1 (Definitions)** and **Schedule 3.1 (Voice Services)**.

2. SERVICE CONDITIONS

DISCONNECTION OF VOICE SERVICES

2.1 Where a Customer is a Small and Medium Enterprise, the Customer shall have the right to request the Supplier to:

2.1.1 cease WLR Single Analogue Lines, and/or;

2.1.2 place a Temporary Out of Service order for WLR Multiple Lines, ISDN2 and ISDN30 Services

without charge to the Customer, subject to the conditions set out in paragraph 2.2 below.

2.2 The Customer:

2.2.1 must notify the Supplier of its request to cease and/or place a Temporary out of Service order by no later than 30 June 2020;

2.2.2 warrants, by way of providing such notice under paragraph 2.2.1, that the Customer meets the definition of a Small and Medium Enterprise

and the Customer hereby agrees that it shall be liable for any costs and expenses incurred by the Supplier from the Third Party Supplier, where the Customer is in breach of the warranty in paragraph 2.2.2 above.

2.3 These terms are limited to a certain number of Customers as specified by the Third Party Supplier and the Supplier shall confirm upon request if the Customer is eligible.

2.4 Further limitations placed by the Third Party Supplier requires that the request to Reconnect the applicable Voice Services must be for the same Small and Medium Enterprise at the same address associated with the preceding request to disconnect the applicable Voice Services under paragraph 2.2 above.

SERVICE LIMITATIONS

2.5 The Customer acknowledges and agrees that by exercising the right to disconnect Voice Services, the applicable Line(s) shall temporarily cease and therefore result in the following;

2.5.1 no ability to receive inbound or make outbound Calls;

2.5.2 any existing Call Features and/or Ancillary Services will be lost;

2.5.3 any Additional Services which overlay the Line may be permanently lost;

2.5.4 callers to the Line will receive an out of service tone; and

2.5.5 permanent loss of any Broadband Services connected to the Line

during the Disconnection Period.

2.6 It is entirely at the Customer's own risk, where any Additional Services cease to operate during the Disconnection Period and the Supplier shall have no liability whatsoever to the Customer under paragraph 2.5 for the loss of any Voice Services.

3. CHARGES AND PAYMENT

3.1 Prior to Disconnection, the Customer must ensure that any outstanding monies owed to the Supplier with respect to the Voice Services and any other Services are paid in full or have agreed a six (6) month payment plan with the Supplier, with payments being equal to the total outstanding amount owed at the time of Disconnection.

3.2 Subject to paragraph 3.1 and upon acceptance of the Customer's request by the Supplier, the Supplier agrees that it shall not invoice the Customer the Recurring Charges for the applicable Voice Services during the Disconnection Period.

3.3 Notwithstanding paragraph 3.2, Disconnection of WLR Single Analogue Line shall also cease Broadband Services which overlay the Line. Where provided by the Supplier shall result in termination of the Broadband Services and the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions.

3.4 Where the Customer fails to request the Supplier to Reconnect any WLR Single Analogue Line by 30 September 2020, the Supplier shall be entitled to terminate the Voice Services and the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions.

3.5 Irrespective of whether the Customer has submitted a request to the Supplier to Reconnect WLR Multiline, ISDN2 and ISDN 30 services, the Supplier shall be entitled to recommence invoicing the Customer in accordance with paragraph 5 of **Schedule 3.1 (Voice Services)** following expiry of the Disconnection Period.

4. RECONNECTION OF VOICE SERVICES

4.1 The Customer shall have the right to notify the Supplier at any time to request Reconnection of the Voice

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Services, and the Supplier shall use reasonable endeavours to Reconnect the Voice Services as soon as reasonably practicable.

- 4.2 The Customer acknowledges and agrees that the Supplier does not guarantee that:
- 4.2.1 the original Line(s) and number will be available for Reconnection;
 - 4.2.2 the Third Party Supplier has not in some circumstances re-used the Line(s) and number;
 - 4.2.3 there will be available capacity for Reconnection of any applicable Broadband Services
- at the time the Customer notifies the Supplier to Reconnect the Voice Services.
- 4.3 If the Customer fails to request the Supplier to Reconnect WLR Multiline, ISDN2 and ISDN 30 services in accordance with paragraph 4.1, the applicable Voice Services shall remain Disconnected until the Customer requests for them to be Reconnected.
- 4.4 Where the Customer notifies the Supplier to Reconnect the Voice Services, the Customer shall pay a Reconnection Fee together with any further costs incurred by the Supplier to Reconnect any Call Features, Ancillary Services or Additional Services.
- 4.5 The Supplier shall, with effect from the date of Reconnection, extend the Term of the Agreement by the total number of months the Voice Services were Disconnected.

ANNEX 1 - DEFINITIONS

The following definitions shall apply to these supplementary terms and conditions;

“Disconnect or Disconnection” means to:

- (i) cease a WLR Single Analogue Line, and/or;
- (ii) place a Temporary out of Service order on WLR Multiline, ISDN2 and/or ISDN30 services

“Disconnection Period” means:

- (i) for a WLR Single Analogue Line a period commencing upon Disconnection of the Line, and/or;
- (ii) for WLR Multiline, ISDN2 and ISDN30 services a maximum period of ninety one (91) calendar days, commencing upon Disconnection of the Line

to expire no later than 30 September 2020.

“ISDN” means Integrated Services Digital Network which provides high performance voice and data services;

“ISDN2” shall have the meaning given to it in Schedule 3.1 (Voice Services);

“ISDN30” shall have the meaning given to it in Schedule 3.1 (Voice Services);

“Reconnect or Reconnection” means the reconnection of the Voice Services to the Network;

“Reconnection Fee” means a one off amount of fifty five pounds (£55.00) + VAT;

“Small and Medium Enterprise” means a business having fewer than 250 employees and a turnover of less than £45M;

“Temporary out of Service or TOS” means a temporary suspension of the Voice Services;

“WLR Single Analogue Line” means a single copper telephone line, primarily used for making voice Calls, and;

“WLR Multiline” means a group of WLR Single Analogue Lines with one telephone number.