

SCHEDULE 3.1 – VOICE SERVICES

PART A

1. APPLICATION

- 1.1 This schedule contains a description of the Voice Services form part of the Agreement entered into between the Parties for the provision of Services together with the **General Conditions** and the documents referred to at clause 1.4 (where applicable).
- 1.2 **Part A** shall apply to all Customers who purchase the Voice Services. **Part B** shall apply to those Customers who purchase the Voice Services on a Post-Payment basis and **Part C**, to those Customers who purchase the Voice Services on a Pre-Payment basis.
- 1.3 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, IVR, Call Recording, Call 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 an Order confirmation from the Supplier;
- 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 as per the Tariffs as updated from time to time;
- 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;

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- 4.1.2 not be liable for any loss or damage should the Voice Service not commence or restart on 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.
- 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. The options available 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;
- 4.16.2 achieved the Agreed Usage Level for a Service Number; or
- 4.16.3 used a Service Number for a period of 90 days or more,
- 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 The Customer shall:
- 4.21.1 immediately notify the Supplier and provide reasonable assistance where the Customer has any 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 PSA code of practice;

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- 4.21.2 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;
- 4.21.3 inform the Supplier of any change in the use of Service Numbers during the term of this Agreement;
- 4.21.4 procure that any and all use of the Inbound Voice Services shall be in compliance with any Code of Practice published by PSA and Ofcom, including but not limited to any adjudications made by PSA;
- 4.21.5 fully complete, return and keep updated any information requested by the Supplier and/or any Third-Party Supplier in order to comply with the PSA Code of Practice and all due diligence requirements; and
- 4.21.6 warrant and undertake to register and maintain registration with PSA where the Customer procures Voice Services which are regulated by the PSA Code of Practice.
- 4.22 Where a Customer places an Order in relation to a Premium Rate Service, the Customer shall:
- 4.22.1 provide Supplier with any information that it deems necessary to satisfy its obligations of due diligence.
- 4.22.2 prior to providing the Premium Rate Service to end users, ensure all necessary approval has been gained from the relevant regulatory bodies involved in Premium Rate Services.
- 4.22.3 notify Supplier of any changes in use and await confirmation before making such changes.
- 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 the Supplier is unable to contact the Customer to notify of any congestion or misuse in accordance with paragraph 4.25 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 may change the Hold Music. The Customer shall indemnify and keep the Supplier indemnified against any costs (including without limitation, any legal costs or disbursements on an indemnity basis) losses, damages or liability the Supplier may incur due to the Customer’s misuse of the Hold Music provided by the Supplier, or third party supplied Hold Music.
- 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.
- ### CALL RECORDING/DATA STORAGE
- 4.30 Calls that pass through any other MyTNNC or contact platform are stored for a period of thirty (31) days in order that they can be searched for, located and listened to via any MyTTNC or contact platform.
- ### PROFESSIONAL VOICE RECORDING
- 4.31 The Customer may order Call Recording Services and Supplier can provide professional voice recording (“PVR”) services for these purposes.
- 4.32 In order to engage Supplier’s PVR services, the Customer must provide Supplier with a script of what is to be recorded by email to sales@ttnc.co.uk or using the contact form on the Supplier’s website. Supplier will then respond by email giving the Customer a quote to produce the recording of that script (“the Recording”).
- 4.33 If the Customer wishes to proceed with the PVR service on the basis of the quote provided, Customer shall proceed with an **Order**.
- 4.34 Following receipt of the relevant payment, Supplier will arrange for the Recording to be made and once completed, will upload the file to the Customer’s Account or, at the request of the Customer, will send the Recording to the Customer in such format as is required.
- 4.35 The Customer is responsible for checking the accuracy and quality of the Recording and should notify Supplier immediately if it becomes aware of any defect or other issue with a Recording. Such notification should include details of exactly what action the Customer considers is required to rectify the relevant issue.
- 4.36 Supplier will use its reasonable endeavours to rectify any defect, mistake or other issue with a Recording that is brought to its attention by a Customer.
- 4.37 As between Supplier and the Customer, any Intellectual Property Rights in a Recording produced in accordance with these Conditions shall be the exclusive property of TTNC. The Customer’s use of any such recording shall be on the basis of a non-exclusive licence which is granted for such time as the Customer holds an Account with Supplier.
- ### ANCILLARY SERVICES

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- 4.38 The Supplier, through its Third-Party Supplier, shall provide the Customer's details for directory enquiries and basic directory listings for phone book entries to the Customer "Directory Listing". Entries requested by the Customer shall be chargeable as set in the Tariffs.
- 4.39 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.
- 4.40 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.
- 4.41 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.
- 4.42 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

- 4.43 Where Fraud Monitor is provided, paragraphs 4.43 to 4.52 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 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 Charges paid.
- 4.44 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.
- 4.45 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.
- 4.46 Unless otherwise stated in the **Order**, the Charges for Fraud Monitor are as per the Supplier's applicable **Tariffs**.
- 4.47 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.
- 4.48 Except as stated in paragraph 4.47 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**.
- 4.49 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 4.43 to 4.52, 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.
- 4.50 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.

- 4.51 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.
- 4.52 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

- 4.53 The Supplier shall provide support in relation to the Voice Services as detailed at <https://www.ttnco.uk/about-us/technical-support> which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.
- 4.54 Service Levels specific to the Voice Services and in addition to those set forth in paragraph 4.53 above (if any) shall be set forth in paragraph 5 below and where there is a conflict between <https://www.ttnco.uk/about-us/technical-support> and paragraph 5, the latter shall prevail.

5. SERVICE CARE LEVELS

- 5.1 This paragraph 5 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 5.3 below. If purchased, the Service Fault Targets at <https://www.ttnco.uk/about-us/technical-support> shall be superseded by this paragraph 5.1.
- 5.2 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 ¹
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 ¹
Standard Care	48 (clock hours)
Enhanced Care	24 (clock hours)

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1. calculated from the first response by the Supplier

- 5.3 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier's current **Tariffs**.
- 5.4 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, make a one-off claim for a Service Credit.
- 5.5 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.

6. CHANGES

- 6.1 Save for where the Supplier has expressly agreed otherwise in writing, the Supplier shall be entitled to make the following variations to Charges:
- 6.1.1 in each calendar year, an increase to any and all Charges by a percentage equal to: 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%. The increase will be rounded to the nearest whole pence. If the RPI figure is negative, the Supplier will only increase charges by 3.9%. If the RPI Rate is not published for the given month, the Supplier may use a substituted index or index figure published by that office for that month;
- 6.1.2 for any Additional or Ancillary Services that do not form part of the main Service the Supplier shall be entitled to increase the Charges for these Services; and
- 6.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.
- 6.2 The Supplier shall be entitled to make the following variations to provisions of the Services in accordance with the terms of this Agreement:
- 6.2.1 in the event of a Service being discontinued or no longer exists (including decommissioning of legacy services), the Supplier shall be entitled to move the Customer to a Service which is a better or equivalent service. A better or equivalent service shall be a service offering materially the same or better features as the features of the Service used by the Customer within the 6-month period prior to the transfer of the original Service to the new Service in the opinion of the Supplier acting reasonably.
- 6.2.2 variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third-Party Supplier or instructions provided by them where such changes result in offering equivalent or better experience (in the Supplier's reasonable opinion) to the Customer;
- 6.2.3 variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to time so all customers are on the same conditions, or any other similar changes;
- 6.2.4 variations that are directly imposed or caused by the Applicable Law;

- 6.2.5 variations that are made at the request of the Customer;
- 6.2.6 variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and
- 6.2.7 place limits on use of Services, for example if you have committed an illegal act while using the Services, where the Supplier has the right to make such change under the AUP or any Applicable Law.

OTHER CHANGES

- 6.3 The Supplier may also make changes to this Agreement, Services or Charges at any time in order to:
- 6.3.1 change the structure of the Services, charges or Equipment, for example, by changing the component parts of a Service;
- 6.3.2 change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;
- 6.3.3 change the amount payable for part of the Services, including without limitation additional services, for example where the Supplier has to pay a Third-Party Supplier increased charges for use of their infrastructure or services above the limit stipulated in paragraph 6.1;
- 6.3.4 remove and/or replace some or all of the Equipment;
- 6.3.5 place limits on use of the Services (without prejudice to paragraph 6.3.7);
- 6.3.6 stop providing all or part of the Services, for example, if the Supplier cannot continue to provide a part of the Service at an address;
- 6.3.7 replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased ("**Original Services**") where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to paragraph 6.2.1); or
- 6.3.8 The Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 6.1 to 6.3 (inclusive).
- 6.4 If a change to Charges under paragraph 6.3 constitutes an increase to the Customer's overall monthly invoice in any remaining month of the Minimum Term, the Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice.
- 6.5 If a change under paragraph 6.3 has a negative impact on the Customer's use of the Service (in the Supplier's reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to the Supplier, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of Customer's termination notice. The Customer shall not be required to pay any Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments

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related to any Equipment that the Customer decides to retain.

NOTICE OF CHANGE

- 6.6 Where the Supplier is making changes to Services under paragraph 6.1 or 6.2 (together, “Permitted Changes”), the Supplier shall not be obliged to provide Customer with any notice but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Termination Charges if the Supplier exercises its right to make one or more Permitted Changes.
- 6.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 6.3, and such change results in the Customer having a right to terminate pursuant to paragraph 6.4 or 6.5, the Supplier shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days’ notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).
- 6.8 The Supplier will provide notice to the Customer pursuant to paragraph 6.6 and/or 6.7 by email, on the Customer’s invoice, the TTNC Customer Portal and/or on its website www.ttnco.uk.
- 6.9 Where the Customer does not provide notice of cancellation within the 30-day period detailed at clause 6.4 or 6.5 and the Customer continues to use the Services, the Customer will be deemed to have accepted the change to the Services and/or the Agreement.

7. LINE ASSURANCE

- 7.1 Where specified in the **Order**, the Supplier shall provide the Customer with Line Assurance as detailed in this paragraph 7. Line Assurance shall only apply to the Lines as stated in the Order or as otherwise agreed by the Supplier.
- 7.2 Unless otherwise stated in the **Order**, the monthly Charges for Line Assurance are as stated in the Supplier’s applicable Tariffs.
- 7.3 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

- 7.4 TTNC 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.
- 7.5 Fault Management will be provided in accordance with <https://www.ttnco.uk/about-us/technical-support>.
- 7.6 The Customer must provide timely site access for engineers procured or engaged by the Supplier or BT Openreach in relation to the Service Fault.
- 7.7 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.

TTNC DIVERT

- 7.8 Where a Line is experiencing a Fault, described as High at <https://www.ttnco.uk/about-us/technical-support>, the Supplier will, where requested by the Customer, provide and configure a single call divert instance (“TTNC Divert”) free of charge during a Service Fault and for a maximum of a 1-month period.
- 7.9 The Customer must request TTNC Divert as part of the Service Fault Notification it sends to the Supplier in accordance with <https://www.ttnco.uk/about-us/technical-support> and provide the information requested by the Supplier to configure the single call divert instance.
- 7.10 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.
- 7.11 TTNC Divert will be set up within 8 Working Hours of receipt of the information required by the Supplier to configure it.
- 7.12 Whilst the TTNC Divert is provided free of charge for a 1-month period, the Customer is liable to pay all Charges relating to calls associated with TTNC Divert. The Customer is liable to pay Charges relating to the forwarding of calls from the Line to the TTNC Divert based on the Customer’s applicable National Call rate, and for calls delivered from TTNC Divert to the call destination shall be charged in accordance with the Supplier Tariffs which can be found on the Supplier’s website.
- 7.13 TTNC Divert will not be automatically withdrawn upon resolution of a Service Fault or expiry of the 1-month period. The Customer must request the TTNC 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 7.11 above.

TTNC DIVERT PLUS

- 7.14 Where a Line is experiencing a Fault, described as High in <https://www.ttnco.uk/about-us/technical-support>, 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.
- 7.15 The Customer must request the call divert agents as part of the Service Fault Notification it sends to the Supplier in accordance with <https://www.ttnco.uk/about-us/technical-support> and provide the information requested by the Supplier to configure the call divert agents.
- 7.16 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.
- 7.17 The Supplier can only provide the call divert agents where the call divert instance has been provided and configured in accordance with paragraphs 7.7 to 7.12 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.
- 7.18 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

SCHEDULE 3.1 – VOICE SERVICES

- with the Supplier Tariffs which can be found on the Supplier's website.
- 7.19 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 7.17 above.
- SERVICE UPGRADE**
- 7.20 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 7.20 to 7.28 below, provided such New Products are available at the Customer's site address.
- 7.21 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.
- 7.22 The Supplier agrees to provide the New Product for the same Charges applicable to the existing Line and/or 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.
- 7.23 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.
- 7.24 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.
- 7.25 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.
- 7.26 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 7.21.
- 7.27 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.
- 7.28 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.
- 7.29 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 7, such as on longer Minimum Term, to obtain improved pricing.
- PART B**
- POST PAYMENT SERVICES**
- 8. CHARGES AND PAYMENT**
- 8.1 This paragraph 8 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict, this paragraph 8 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Voice Services as set out in paragraph 8.2 in the amounts specified in any **Order** and as varied pursuant to the Agreement.
- 8.2 Unless stated otherwise in an applicable **Order**, the Supplier shall invoice the Customer monthly (depending on billing frequency) for:
- 8.2.1 Installation Charges, on or after the Commencement Date for any work carried out;
- 8.2.2 Recurring Charges, except Usage Charges;
- 8.2.3 Usage Charges calculated at the then current **Tariffs**;
- 8.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
- 8.2.5 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.
- 8.3 Usage Charges shall be invoiced to the nearest pence per second, unless otherwise stated in the **Order**. All Calls are subject to a minimum Call charge of 1.5 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**.
- AGREED USAGE CHARGE/LEVEL**
- 8.4 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 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.
- 8.5 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.
- 8.6 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.

SCHEDULE 3.1 – VOICE SERVICES

- 8.7 The Supplier may also invoice for the following Charges in addition to those set out in the **Order**;
- 8.7.1 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;
 - 8.7.2 commissioning the Voice Service outside of Normal Working Hours;
 - 8.7.3 restoring the Voice Service if the Voice Service has been suspended in accordance with clause 7 of the **General Conditions**;
 - 8.7.4 cancelling Voice Service in accordance with clause 8 of the **General Conditions**;
 - 8.7.5 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

- 8.8 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.
- 8.9 Subject to a variation in accordance with paragraph 8.9 above (and except under paragraphs 8.5, 8.6 and 8.9) 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.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 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.
- 8.14 The Supplier shall be entitled to withhold any Outpayment due to the Customer in accordance with paragraphs 8.12 and 8.13 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.

- 8.15 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.
- 8.16 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.

9. TERMINATION

- 9.1 This paragraph 9 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 9 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 9.2 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.
- 9.3 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:
- 9.3.1 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 17.1 of the **General Conditions** is received and where such changes are likely to cause material detriment to the Customer; or
 - 9.3.2 within the Transfer Period.
- For the avoidance of doubt the Customer shall not have a right to terminate the Agreement pursuant to paragraph 9.3.1 where the Supplier varies the Charges in accordance with paragraph 6.1 and 6.2.
- 9.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 17.1 of the **General Conditions** and the Customer does not provide notice to terminate within 30 days in accordance with paragraph 9.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 9.3.1. The Customers continued use of the Services shall be deemed acceptance of such changes.
- 9.5 If a Customer terminates the Agreement pursuant to paragraph 9.2 or 9.3 above, the Customer shall not be liable for any Termination Charges.
- 9.6 NOTWITHSTANDING PARAGRAPH 9.3, 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.
- 9.7 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

SCHEDULE 3.1 – VOICE SERVICES

- PSA) 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).
- 9.8 The Supplier may terminate the Agreement with immediate effect by giving notice if the Customer or end user is using a Supplier number for a Calling Card Service, International Access Number or a Dial-Through Service.
- PART C**
- PRE-PAYMENT SERVICES**
- 10. PROVISION OF THE SERVICES**
- 10.1 Where appropriate, Supplier will provide Customer with login details for MyTTNC. Supplier is entitled to rely on the fact that any individual logging in to MyTTNC using the Customer's details is a representative of Customer and is authorised to act on their behalf.
- 10.2 The Customer's use of MyTTNC shall be governed by such terms of use as may be published on the TTNC website from time to time.
- 10.3 Voice Services will be allocated to the Customer's Account when the Order has been completed and payment has been received.
- 10.4 Memorable numbers and Standard numbers being paid for on a Monthly subscription basis cannot be ported away until 12 months of monthly subscription charges have been paid, after which the standard porting charge as outlined in the Tariffs applies.
- 11. TERMINATION AND SUSPENSION**
- 11.1 This paragraph 11 is supplemental to clauses 2 and 8 of the General Conditions.
- 11.2 Supplier may suspend or disconnect all or part of any Services at any time, without notice, for so long as reasonably required in the event that:
- 11.2.1 the Customer's Call Charge Balance (where appropriate) reaches £0 (zero pounds) or is in negative balance; or
- 11.2.2 if any of the Customer's contact information is incomplete or invalid, or Supplier is not satisfied that sufficient information has been provided, in particular if the Customer's email address or Call Forwarding destination is invalid; or
- 11.2.3 the Customer has an Account with no numbers, no active Voice Services and has not logged into the Account for 12 months or more.
- 10.3 All Call credit expires upon termination of the Services and/or the Agreement. The Customer shall not be entitled to a refund unless such call Credit was purchased within 30 days prior to the date of termination of the Services and/or the Agreement. The Customer shall not be entitled any other refund of any other Charges paid in advance upon termination.
- 12. CHARGES AND PAYMENTS**
- 12.1 This paragraph 12 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict, this paragraph 12 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Voice Services as set out in paragraph 8.2 in the amounts specified in any **Order** and as varied pursuant to the Agreement.
- 12.2 Unless stated otherwise in an applicable **Order**, the Charges shall be calculated in accordance with the **Tariff** published on the Supplier's website from time to time and the Supplier shall invoice the Customer monthly (depending on billing frequency) for:
- 12.2.1 Installation Charges, on or after the Commencement Date for any work carried out;
- 12.2.2 Recurring Charges, except Usage Charges;
- 12.2.3 Usage Charges calculated at the then current **Tariffs**;
- 12.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
- 12.2.5 any Termination Charges upon termination of the Voice Service
- 12.3 The Supplier may also invoice for the following Charges in addition to those set out in the **Order**;
- 12.3.1 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;
- 12.3.2 commissioning the Voice Service outside of Normal Working Hours;
- 12.3.3 restoring the Voice Service if the Voice Service has been suspended in accordance with clause 7 of the **General Conditions**;
- 12.3.4 cancelling Voice Service in accordance with clause 8 of the **General Conditions**;
- 12.3.5 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.
- 12.4 All Charges are shown exclusive of VAT unless stated otherwise.
- 12.5 All Charges are payable in advance of the provision of the Voice Services depending on the billing frequency. The Supplier reserves the right to invoice any Charges at paragraphs 12.2 and 12.3 above which have not been paid, or cannot be charged, in advance.
- 12.6 Payment must be made via credit card, debit card or bank transfer to such bank account as Supplier may notify to the Customer from time to time. No other forms of payment will be accepted.
- 12.7 Where a Customer requests alterations or additions to the Voice Services, Supplier reserves the right to impose such administrative charges as it deems fit in accordance with the Tariffs.
- 13. CREDIT/DEBIT CARDS**
- 13.1 In paying for any Voice Services with a credit/debit card, the Customer consents to the details of that card being stored by Supplier and for future payments to be processed in accordance with the terms of this paragraph 13. All of the card details stored by Supplier will be visible to the Customer through MyTTNC.
- 13.2 The card the Customer uses to make their first payment to Supplier will automatically become that Account's default card. The Customer will have the option to change the default card on their Account via MyTTNC.
- 13.3 Any card listed against the Customer's Account shall, by default, be listed as an 'active' card. The Customer will have the option to disable or delete a card from the system (subject to there always being at least one active card registered against an Account at all times) via MyTTNC.
- 13.4 When a payment falls due, whether by virtue of an Automatic Top Up or otherwise, Supplier will attempt to take such payment from the default card listed for that Customer's

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Account. Should Supplier be unable to take the payment due from the default card, it will attempt to do so from each of the other active cards on the account. If Supplier is unable to take payment from any of the cards listed for a Customer's Account, it shall repeat the attempt to take such payment at such intervals as it deems fit until the payment in question has been received (by whatever means). Supplier shall have no liability whatsoever in respect of, and the Customer shall hold Supplier harmless from, any fees that may be charged to the Customer by the Customer's card issuer arising from any attempt to take payment from that Customer's card(s).

- 13.5 In the event that Supplier is unable to take payment in accordance with Condition 13.4, the Customer will be sent notification of that failure and will immediately make the overdue payment, including any accrued interest, using a valid credit/debit card, the details of which will be added to the Customer's Account as a new default card.
- 13.6 Supplier reserves the right to impose an administration charge in the circumstances described in paragraph 13.5. By using a credit/debit card to pay any sums to Supplier, the Customer confirms and warrants to Supplier that the credit/debit card being used belongs to them. Any credit/debit card used by the Customer will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity.

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- 13.7 Outpayments are payable on 0844, 0871, 09 Premium Rate and 070 Personal numbers.
- 13.8 In the case of 070 numbers, Ofcom does not allow revenue to be paid directly to the End User.
- 13.9 Revenue will only be payable should the number of inbound minutes received through the number exceed the following:
- 13.9.1 For 0844 numbers, 2,000 daytime minutes per month.
- 13.9.2 For 0871 numbers, 1,000 daytime minutes per month.
- 13.9.3 For 09 and 070 numbers, 50 daytime minutes per month.
- 13.10 Revenue is not payable for an 0844 or 0871 number that is being forwarded to a mobile destination.
- 13.11 The minimum Revenue payment Supplier shall make is £50. If the Outpayments due to a Customer is not more than £50, it is the Customer's responsibility to invoice Supplier at a time when their accrued Outpayment exceeds £50.
- 13.12 The rate per minute at which Outpayments will be calculated shall be agreed upon between Supplier and the Customer. It shall be the Customer's responsibility to ensure that such an agreement is reached before the relevant number is used. No Outpayment shall be payable to the Customer in respect of inbound minutes received prior to an agreement being reached in accordance with this paragraph.
- 13.13 TTNC shall provide adequate reporting to the Customer to enable them to calculate the Revenue due to on a monthly basis. It is then the Customer's responsibility to provide Supplier with an invoice for the appropriate amount of Outpayment.
- 13.14 Outpayments are paid on a monthly basis within 45 days of the receipt of the Customer's invoice by bank transfer. Supplier must receive an invoice from the Customer in order to make the payment.
- 13.15 Supplier shall be entitled to withhold the Outpayment due to the Customer:
- 13.15.1 upon the suspension of the Service in accordance with the Contract;

- 13.15.2 if Supplier reasonably suspects the Customer is in breach of any term of these Conditions or any other agreement between the parties;
- 13.15.3 if Supplier reasonably suspects the Customer has increased its entitlement to the Outpayment by fraudulent or improper means; or
- 13.15.4 if Supplier has not received the corresponding payment from the operator.

- 13.16 Supplier shall be entitled to set off any charges due against Outpayments due to the Customer.

14. AUTOMATIC TOP UP

- 14.1 The Customer can activate the Automatic Top Up service by logging in to MyTTNC. It can be activated either by topping up, when the Customer will see an option to activate the service, or by allocating a saved card on their Account for the Automatic Top Up service.
- 14.2 Please note, if activated whilst topping up, the first payment will be made with the initiating transaction. It will be active as soon as the payment has been processed. In the case of activating by allocating a saved card, it will be active as soon as the change is confirmed by the Customer. By default, the Threshold shall be set at £5.
- 14.3 The Customer can change the amount of its Automatic Top Up, the Threshold on their account or the credit/debit card that is debited via MyTTNC.
- 14.4 The Customer can also contact the Supplier using the methods detailed on its website who will also be able to make amendments to the amount for any Automatic Top Up, the Threshold on the account or the credit/debit card that is debited.
- 14.5 If the Customer's credit or debit card details change at any time, the Customer should contact Supplier immediately or add the new details to their Account using m
- 14.6 MyTTNC. If the Customer does not do so, payments to the Customer's Pay As You Go account may fail meaning that the balance will not be topped up. That may in turn lead to disruption to the Customer's Voice Services.
- 14.7 By activating the Automatic Top Up service, the Customer warrants and represents that the credit/debit card being used belongs to the Customer. Any credit/debit card used for the Automatic Top Up services will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity.
- 14.8 Supplier is entitled to suspend or terminate any Customer's Automatic Top Up service at any time for any reason and will give the Customer reasonable notice of this where possible.
- 14.9 Supplier reserves the right to amend or vary the terms of this this Clause 14 or to withdraw the Automatic Top Up payment methods at any time on reasonable notice.
- 14.10 Supplier cannot be held responsible for payment failures or payment errors caused by third-party software or third-party systems.

15. 30 DAY MONEY BACK GUARANTEE

- 15.1 Where stated on the **Order**, the Supplier will provide the Customer with a 30-day money back guarantee and in such circumstances this paragraph 15 shall apply.
- 15.2 Should the Customer decide to terminate the Agreement within 30 days of the Commencement Date, Supplier guarantees to provide the Customer with a refund for the Voice Services purchased.
- 15.3 The value of the refund will be calculated based on:
- 15.3.1 the cost of any numbers purchased.

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- 15.3.2 the cost of any call credit added to the Customer's Account less any Call Forwarding charges incurred.
- 15.3.3 the cost of any additional Call Management Services purchased.
- 15.4 Should the 30-day period include the 1st of the month, any money paid for the renewal of a Call Management Service shall also be refunded (although this may be processed separately).
- 15.5 The Customer's request to terminate the Contract can be made via MyTTNC or alternatively by contacting the Supplier using the methods stated on its website within 30 days of the Commencement Date. If the email request is not received within the 30 days, regardless of any phone calls that may be placed, Supplier reserves the right to not provide a refund.
- 15.6 Refunds will be made to the credit or debit card that was used at the time of purchase, or in the case of payment being made by bank transfer, the Customer should provide the bank account details for TTNC to pay money in to.

Supplier number for a Calling Card Service, International Access Number or a Dial-Through Service.

16. TERMINATION

- 16.1 This paragraph 16 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 16 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 16.2 Pre-Pay Services shall not be subject to a Minimum Term. The Customer may cancel the Services and therefore terminate the Agreement via MyTTNC. Any charges paid in advance of such cancellation shall not be refunded.
- 16.3 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:
- 16.3.1 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 17.1 of the **General Conditions** is received and where such changes are likely to cause material detriment to the Customer; or
- 16.3.2 within the Transfer Period.
- For the avoidance of doubt the Customer shall not have a right to terminate the Agreement pursuant to paragraph 16.3.1 where the Supplier varies the Charges in accordance with paragraph 6.1 and/or 6.2 as applicable.
- 16.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 17.1 of the **General Conditions** and the Customer does not provide notice to terminate within 30 days in accordance with paragraph 16.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 16.3.1. The Customers continued use of the Services shall be deemed acceptance of such changes.
- 16.5 If a Customer terminates the Agreement pursuant to paragraph 16.2 or 16.3 above, the Customer shall not be liable for any Termination Charges.
- 16.6 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 PSA) 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).
- 16.7 The Supplier may terminate the Agreement with immediate effect by giving notice if the Customer or end user is using a

ANNEX 1 - DEFINITIONS

Account means the Customer's registered account that has been set up by Customer providing all the required registration information form during the online order process. All aspects of the Customer's purchase history is then attributed to the Customer Reference Number assigned to their Account.

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;

Automatic Top Up means the process of adding call credit to a Customer's Account by repeat payment from a designated card when a Customer's Call Charge Balance reaches the Threshold

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 Charge Balance means the record of accrued call credit that has been added to a Customer's Account on a pre-pay basis to cover Call Forwarding charges.

Call Features has the meaning given to it in paragraph;

Call Forwarding the process of forwarding calls received via a number purchased from Supplier to a designated destination. This is sometimes referred to as 'routing', 'transferring' or 'diverting'

Call Management Services means additional tools added to a Line to enhance its use; the cost of which is managed separately from that of the Line, or Call Forwarding. Details of the Call Management Services offered by Supplier are available on the TTNC website

Call Recording means the recording of inbound/outbound Calls;

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

Call Queuing means the queuing of Calls in the Network;

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.TTNC.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 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;

IVR means the Network Interactive Voice response service;

Line has the meaning given in Paragraph 2.1;

Local Presence Numbers means geographic numbers 01, 02 built on MyTTNC 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 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 (13th) day following the end of the Outpayment Period, subject to such day being a Working Day, otherwise the next Working Day after the thirteenth (13th) day following the end of the Outpayment Period;

Outpayment Period means a period of a month;

ANNEX 1 - DEFINITIONS

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;

PSA means Phone Paid Services Authority 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 PSA 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;

Referred Individual means any consumer or business that, on placing their first Order with Supplier, provides Supplier with the customer reference number of an existing Customer.

Referrer means a Customer whose customer reference number is provided to Supplier by a Referred Individual.

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)**;

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;

Threshold means the account balance at which the Customer's Call Charge Balance will be topped up automatically in accordance with Clause 14 in Part C.

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.