

SIP Trunks | Terms and Conditions

1. Our Fixed Line & SIP Trunks & SIP Trunks Services

1.1. These Fixed Line & SIP Trunks & SIP Trunks Conditions are supplemental to the general Conditions under which we provide the Fixed Line & SIP Trunks & SIP Trunks Services. Any defined terms in the Conditions shall apply to these Fixed Line & SIP Trunks & SIP Trunks Conditions unless stated otherwise.

1.2. These Fixed Line & SIP Trunks & SIP Trunks Conditions covers the provision by the Supplier to the Customer of our Fixed Line & SIP Trunks & SIP Trunks Services. If the Customer have subscribed to the Supplier Broadband, a separate agreement will be sent to cover the terms.

2. The Fixed Line & SIP Trunks & SIP Trunks Services under these Fixed Line & SIP Trunks & SIP Trunks Conditions are intended for business use only and the Customer warrants that any use of the Fixed Line & SIP Trunks & SIP Trunks Services shall be for business use only.

3. We may take instructions from a person if we have a good reason to think that he or she is acting with the Customer's permission.

4. The Supplier shall use its reasonable endeavours to ensure that the Fixed Line & SIP Trunks & SIP Trunks Services shall include:

4.1. the installation or takeover and rental of one or more fixed telephone line(s);

4.2. the ability to make or receive telephone calls;

4.3. the ability to send and receive information through the Customer's telephone line. For example, from computers equipment;

4.4. any one of a range of call price plans that enable the Customer to make discounted telephone calls;

4.5. any other facilities such as caller display that we agree to give the Customer;

4.6. one phone number for each fixed telephone line that the Customer rents from the Supplier, which will be published (with the Customer's business details) in the appropriate BT directories, and will be available on directory enquiries services, unless the Customer informs the Supplier in writing that it does not require this;

4.7. where possible (and in particular not when the Customer operates a hosted telephone system) access to the emergency services and provision of caller location information; and

4.8. any other fixed telephone line related services that the supplier agrees in writing to provide to the Customer under these Fixed Line & SIP Trunks & SIP Trunks Conditions.

5. When the Fixed Line & SIP Trunks & SIP Trunks Service starts

5.1. Where the Fixed Line & SIP Trunks & SIP Trunks Services include the installation of telephone lines, a date for the installation will be agreed between the Supplier and the Customer. If the Customer cancels any appointment for the installation of the Customer service after 12.00pm on the day before we agree to install the Customer telephone line, the Customer will be liable to pay a missed appointment charge at our then current Charges.

6. Time is not of the essence for the Fixed Line & SIP Trunks & SIP Trunks Services. The Supplier use its reasonable endeavours to provide the Fixed Line & SIP Trunks & SIP Trunks Services by any date agreed with the Customer, but any suggested date is an estimate only and should not be relied upon when creating corresponding obligations with third parties.

7. Where, as part of the Fixed Line & SIP Trunks & SIP Trunks Services the Supplier is required to arrange telephone line transfers, the Supplier will use its reasonable endeavours to arrange the transfer of the telephone line from the Customer's current provider within ten working days of being requested to do so by the Customer. The time taken to port telephone numbers from other networks varies and sometimes it may not be possible or reasonably practicable to do so at all. The Supplier gives no assurances about the time scale or possibility of porting telephone numbers and where it is not possible to do so, will provide the Customer with a new telephone number(s).

8. How the Fixed Line & SIP Trunks & SIP Trunks Services are provided to the Customer

8.1. The Supplier provides the Fixed Line & SIP Trunks & SIP Trunks Services via wholesale line rental (WLR) and, for telephones lines with the Supplier's broadband services, Next Generation Networks (NGN). WLR means that the Supplier will invoice the Customer for line rental of the Customer's BT telephone line and BT Openreach™ will continue to maintain the Customer's telephone line and be responsible for fixing any faults that may occur. The Supplier accepts no liability in respect of the maintenance of the Customer's telephone line and any disruption to the Services or Fixed Line & SIP Trunks & SIP Trunks Services which may occur as a result of that failure.

8.2. Developments in network technology (known as Local Loop Unbundling or LLU) may enable the Supplier to provide the Fixed Line & SIP Trunks & SIP Trunks Services with broadband service to the Customer through Next Generation Networks. If the Customer has previously agreed to receive the Supplier's WLR service the Supplier may, at its discretion, transfer the Customer to its LLU network, provided the Fixed Line & SIP Trunks & SIP Trunks Services are substantially the same as the Fixed Line & SIP Trunks & SIP Trunks Services supplied to the Customer prior to such transfer. If a NGN is available to the Customer at the time of the Customer's transfer to the Supplier, the Supplier may, at its own discretion, transfer the Customer directly to this network. In all circumstances the Customer telephone line from the exchange to the Customer premises will continue to be maintained and repaired by BT Openreach™ and the Supplier accepts no liability in respect of the maintenance of the Customer's telephone line and any disruption to the Services or Fixed Line & SIP Trunks & SIP Trunks Services which may occur as a result of that failure.

9. The Customer acknowledges that in order to avoid delays occurring in the start of the Fixed Line & SIP Trunks & SIP Trunks Services, the Supplier will need to be notified by BT™ of any products or services presently in use on the Customer line that are incompatible with the WLR or NGN service provided as part of the Fixed Line & SIP Trunks & SIP Trunks Services. BT™ or other network providers are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into these Fixed Line & SIP Trunks & SIP Trunks Conditions the Customer gives consent to BT™ or other network providers to disclose such information to the Supplier. The Customer also gives the Supplier authority to act as the Customer's agent to arrange connection to the Services or Fixed Line & SIP Trunks & SIP Trunks Services and will provide the Supplier with all necessary assistance in this regard. If the Supplier is unable to take over the billing of the Customer line rental, for whatever reason, the Customer hereby authorises the Supplier to carry the Customer phone calls only through CPS (see below).

10. Carrier pre-selection service (CPS) & local loop unbundling (LLU) 10.1. CPS & LLU is the routing of the Customer services through a carrier other than BT™. Your phone line(s) are still maintained by BT™ engineers but the calls and broadband service are carried on another network. The Supplier reserves the right to select and at any time change any carrier or other service provider for the purposes of providing the CPS or LLU service. The Customer hereby irrevocably authorise the Supplier to give all notices, nominations and other authorisations necessary for us to provide the CPS or LLU service and will provide the Supplier with all necessary assistance in this regard.

11. Pricing

11.1. The Charges will be calculated in accordance with the Supplier's Price and Tariff Guide.

11.2. Where the Fixed Line & SIP Trunks & SIP Trunks Services are supplied without an unlimited call plan, the Inclusive minute allowances specified in the Customer's call price plans, will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).

11.3. Where calls are made in excess of the inclusive minute allowance in the Customer's call plan, those calls will be charged in accordance with the Supplier's Charges then in existence and will be rounded up to the nearest whole penny. In addition, a per call connection charge will be payable by the Supplier.

11.4. Where the Fixed Line & SIP Trunks & SIP Trunks Services are supplied as part of an unlimited call price plan, usage is subject to the Supplier's Fair Usage policy. Currently, our Fair Usage policy is 3000 minutes (of which a maximum of 500 minutes may consist of calls to numbers other than UK local and national geographic numbers such as 08xx numbers, premium rate numbers, international destinations to selected destinations, which may vary from time to time, etc), but this will depend on the call price plan we agree with the Customer).

11.5. In the event that the Customer exceeds the limits included in our fair usage policy:

11.5.1. the Customer will be charged at the Supplier's then current call Charges;

11.5.2. the Supplier reserves the right to switch the Customer to a more appropriate tariff or call price plan at any time, to suspend the Fixed Line & SIP Trunks & SIP Trunks Services, or to terminate the Fixed Line & SIP Trunks & SIP Trunks Services with immediate effect.

11.6. When determining the Charges in relation to the Fixed Line & SIP Trunks & SIP Trunks services, the following will apply:

11.7. Local & national calls are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (0845, 0870 etc) premium rate numbers (09xx) and Internet access numbers.

11.8. Mobile call rates refer to calls to T-Mobile, Orange, Vodafone and 02 only.

11.9. Inclusive international minute allowances under a calling card package will be deducted in one minute increments (with any part minutes rounded up to the nearest minute). Charges for international calls outside of the Customer inclusive minute allowances will then be rounded up to the nearest whole penny. In addition, a per call connection Charge will apply.

11.10. Connection Charges will apply to all calls except to calls which are part of an inclusive call price plan (or calling card package) or calls to free-phone numbers as specified in our Price and Tariff Guide.

11.11. If any part of a bundled service (e.g. phone and broadband) is cancelled, the supplier will automatically apply to the Customer its then current Charges for any remaining part of the Services.

12. Customer's Obligations

12.1. The Customer agrees:

12.1.1. to use (and permit the use of) the Fixed Line & SIP Trunks & SIP Trunks Services in accordance with these Fixed Line & SIP Trunks & SIP Trunks Conditions and the general Conditions;

12.1.2. to promptly and fully comply with any instructions given by the Supplier from time to time and any laws, regulations and licenses which apply to the use by the Customer of the Fixed Line & SIP Trunks & SIP Trunks Services;

12.1.3. not to allow an alternative supplier to override, bypass or otherwise interfere with our Fixed Line & SIP Trunks & SIP Trunks Services either through the installation of equipment or through the BT local exchange during the term of the Contract;

12.1.4. not to use the Fixed Line & SIP Trunks & SIP Trunks Services in any way the Supplier considers is or is likely to be detrimental to the provision of the Fixed Line & SIP Trunks & SIP Trunks Services to the Customer, or to the services we provide to any other the Supplier's customers;

12.1.5. to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the services of the Customer's previous supplier(s);

12.1.6. not to use the Fixed Line & SIP Trunks & SIP Trunks Services to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence;

12.1.7. if the Customer is on an unlimited Tariff, not to exceed the Supplier's fair usage policy.

12.2. If the Customer requests and the Supplier agrees to a change of all or part of the Fixed Line & SIP Trunks & SIP Trunks Services, or a change of the location where the Fixed Line & SIP Trunks & SIP Trunks Services are provided to the Customer, the Customer must complete such formalities as the Supplier shall require, giving effect to such change. The Customer shall pay to the Supplier its then current Charges to reflect such change of Services of location change. The Supplier may require payment prior to effecting such changes. The Supplier shall be entitled to revise the Charges the Customer pay to reflect the changes agreed with the Customer.

12.3. The Customer is responsible for terminating, at the Customer own expense, any contracts the Customer may have with the Customer previous suppliers for services similar to our Fixed Line & SIP Trunks & SIP Trunks Services. 12.4. The Customer shall terminate, at the Customer's own expense, any contracts the Customer may have with the Customer's previous suppliers for services which are not compatible with the Fixed Line & SIP Trunks & SIP Trunks Services.

13. Repairs to the Fixed Line & SIP Trunks & SIP Trunks Services

13.1. The Supplier will use its reasonable endeavours to provide the Fixed Line & SIP Trunks & SIP Trunks Services on an uninterrupted basis, but the Customer acknowledges and agree that from time to time faults may occur.

13.2. The Supplier is not responsible for repairing and/or maintaining the Customer's landline. BT Openreach™ will continue to have

responsibility for maintaining the Customer's landline and fix any faults that may occur. Furthermore, if the Customer has a broadband service on the landline which is not supplied by the Supplier, the Supplier shall not be responsible for repairing faults at the exchange level. The Supplier may, at its sole discretion and where applicable, report any fault to the party responsible for the service but makes no assurances as to whether this will be done on all occasions.

13.3. The Supplier will use its reasonable endeavours to correct any defect or fault in the Fixed Line & SIP Trunks & SIP Trunks Services unless such fault is as a result of the fault of the Customer and/or a third party. The Customer should notify any faults on the Fixed Line & SIP Trunks & SIP Trunks Services on the Customer Service & Fault Notification: 0844 880 9000, which the Supplier will use its reasonable endeavours to make available at all times.

13.4. Where a fault in the Fixed Line & SIP Trunks & SIP Trunks Services is reported, the Supplier will apply £150 + VAT engineering call out charge if the Supplier sends an engineer to the Customer's premises and a fault or failure is on the Customer's own equipment or use of the Services, and not in the Supplier's equipment or Fixed Line & SIP Trunks & SIP Trunks Services, or is caused by accidental damage. Additional time related charges and replacement equipment costs may also be charged as art of the Charges.

13.5. The speed with which faults are repaired on the Customer's line depends on the agreed level of care. The Customer will receive Care Level 1 as standard but the Customer can pay more to receive an improved Care Level. Care Level repair speeds are set by OpenReach and may vary. The current repair times and prices of the different Care Levels available can be found at www.businesscoms.co.uk

14. Suspension of the Fixed Line & SIP Trunks & SIP Trunks Services

14.1. We may suspend the Fixed Line & SIP Trunks & SIP Trunks Services (without being liable to compensate the Customer):

14.1.1. in the event of a local or national emergency;

14.1.2. to comply with a request from a government or other competent authority;

14.1.3. to protect or provide service to rescue or other essential services or otherwise;

14.1.4. to maintain the quality of our Fixed Line & SIP Trunks & SIP Trunks Services or to upgrade the Fixed Line & SIP Trunks & SIP Trunks Services;

14.1.5. if the Customer fails to pay any amount due to us;

14.1.6. if an event occurs which is beyond our reasonable control;

14.1.7. if the Customer materially breaches any part of these Fixed Line & SIP Trunks & SIP Trunks Conditions or the general Conditions; or

14.1.8. if the Supplier has a reasonably held suspicion of the Customer's fraudulent activity or misuse of the Fixed Line & SIP Trunks & SIP Trunks Services or any other breach by the Customer of these Fixed Line & SIP Trunks & SIP Trunks Conditions.

15. Allocation, number portability and daily rate rental credit

15.1. The Supplier will use its reasonable endeavours to provide number portability to the Customer, as soon as reasonably practicable and on reasonable terms, when the Customer requests so and provided that:

15.1.1. there are no technical or physical reasons preventing the portability of the number(s) requested by the Customer; and

15.1.2. the Customer undertakes to pay the Supplier's reasonable charges for such number portability if applicable;

15.1.3. If the Customer requests a transfer of the Customer's telephone number from another telephone provider, the Supplier will use reasonable endeavours to do this if reasonably practicable and provided that the Customer's existing telephone provider agrees to release the number; and

15.1.4. If it is not reasonably practicable, the Supplier will provide the Customer with a new number(s).

15.2. Any telephone numbers allocated to the Customer by the Supplier (if any) do not belong to the Customer. The Customer accepts that it does not acquire any rights whatsoever in such telephone numbers and the Customer must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style. The Customer is not entitled to sell or agree to transfer to a third party any telephone number allocated to the Customer by the Supplier.