

Supplementary terms for the supply of Lines and Calls Services

The Services set out in these Supplementary Terms shall be supplied by VSL to the Client on the terms and conditions set out in VSL's General Terms and Conditions and these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Bundle' means a subscription to additional features including monthly usage allowance, for defined Call types, to be used by the Client on a fair usage basis.
- 1.2 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that is provided to the Client by VSL under the terms of this Agreement.
- 1.3 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.4 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.5 'Core Network' means the communications equipment and communication lines and circuits provided by VSL excluding the Public Internet, Local Loop and the Customer Premises Equipment, for the provision of the Telephony Services.
- 1.6 'Customer Premises Equipment' ('CPE') means network equipment provided by VSL which shall be located at the Client's premises, including, but not limited to Network Terminating Equipment, routers, switches and private branch exchanges.
- 1.7 'End User' means a user of the Services subscribed to by the Client.
- 1.8 'Exchange' means the local point of presence in the Core Network.
- 1.9 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.10 'Helpdesk' means VSL's dedicated team of support specialists.
- 1.11 'Indirect Access' means a feature which enables an End User to route certain outgoing Calls via alternative communication networks than those provided by VSL.
- 1.12 'Line' means connection to the Telephony Network that is provided to the Client by VSL under the terms of this Agreement, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.13 'Local Loop' means the telecommunications network link from the NTE to the Exchange.
- 1.14 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer.
- 1.15 'Network' means the communications equipment and communication lines and circuits provided by VSL, excluding the Client-site based terminating equipment, for the provision of the Services.
- 1.16 'Network Terminating Equipment' ('NTE') means the means of termination of the Local Loop at the Client's premises.
- 1.17 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.18 'Nuisance Call' means an unwanted Call which causes annoyance to the End User and / or is a hoax Call and / or is offensive, abusive, defamatory, indecent, obscene or menacing.
- 1.19 'Ofcom' means the Office of Communications or any competent successor.

- 1.20 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.21 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.22 'Service Limitations' means the Service Limitations set out in the Order.
- 1.23 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.24 'Subscriber Number' means the number allocated by VSL for use by the Client.
- 1.25 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.26 'Telephony Network' means the public switched telephone network or any successor technology.
- 1.27 'Telephony Services' means the telecommunications services set out in the Service Schedule.
- 1.28 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.

2. TERM

- 2.1 This Agreement will be effective from the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 VSL shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement; and
 - 2.2.1 If the Client expressly agrees to an Additional Term, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term; or
 - 2.2.2 If the Client is a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term, this Agreement shall continue to run until terminated by either party at any time in accordance with the provisions of sub-clause 9.1.2; or
 - 2.2.3 If the Client is not a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term but neither serves notice to terminate, this Agreement shall continue to run (subject to the changes notified under the provisions of sub-clause 2.2) for an Additional Term; or
 - 2.2.4 If the Client serves notice to terminate in accordance with the provisions of sub-clause 9.1, the Agreement will terminate on expiry of the current term (Minimum Term or Additional Term, as applicable).

3. PROVISION OF SERVICES

- 3.1 The Services comprise fixed-line Telephony Services and Helpdesk as set out in the Order and described in the Service Schedule.
- 3.2 VSL shall use reasonable endeavours to provide the Telephony Services twenty-four hours per day, subject to the limitations expressed in this Agreement and the service levels described in paragraph 6 of the Service Schedule attached hereto. However, VSL does not make any representations as to the accuracy, completeness, compatibility, error-free nature or fitness for purpose of the Telephony Services.
- 3.3 VSL shall use reasonable endeavours to provide each of the Services set out in the Order to the Client, subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, VSL shall carry out the necessary pre-service provision activities, including site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.4 The Services provided shall include those of the following as set out in the Order:
 - 3.4.1 The provision of Telephony Network Lines;

- 3.4.2 The provision of ISDN Lines;
 - 3.4.3 The provision of Subscriber Numbers and directory entries as specified by the Client;
 - 3.4.4 The provision of services to enable the Client to make and receive Calls via the Telephony Network or ISDN Lines;
 - 3.4.5 The provision of conferencing services;
 - 3.4.6 The provision of helpdesk services during the hours set out in the Service Schedule;
 - 3.4.7 If set out on the Order, installation of Equipment at the Client's site(s) and basic training in the use of the Equipment and Services;
 - 3.4.8 The provision of a basic online itemised billing facility.
- 3.5 During the term of this Agreement, VSL shall be entitled to:
- 3.5.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
 - 3.5.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.6 VSL cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.
- 3.7 It is a condition of this Agreement that the Client shall route all calls through VSL's Network. All Calls routed via VSL's Telephony Services shall be routed under the terms of this Agreement and charged accordingly; and
- 3.7.1 The Client agrees that if due to its actions or omissions, Calls are routed via an alternative provider's network the Client shall be liable for all charges levied by the alternative provider.
- 3.8 Although VSL will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and VSL does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for the Client's intended purpose for the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by VSL from time to time.
- 4.2 The Client agrees to ensure that the Telephony Services are not used by its End Users to:
 - 4.2.1 Make Nuisance Calls;
 - 4.2.2 Send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
 - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.6 Enable any other service provider to route Calls, emails or other communications through VSL's Network;
 - 4.2.7 Obtain access to restricted areas of the Network;

- 4.2.8 In any manner which in VSL's reasonable opinion brings VSL's name into disrepute;
 - 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
 - 4.2.10 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.11 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Telephony Services;
 - 4.2.12 Falsify CLIs, user information or forge addresses;
 - 4.2.13 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.14 Violate general standards of internet use, including but not limited to denial of service attacks, web page defacement and port or number scanning.
- 4.3 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify VSL against any third-party claims arising from the Client's breach of the terms of this clause 4.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by VSL, including but not limited to those arising from Call Charges incurred by the Client; and
 - 5.1.1 The Client undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Not route Calls over a third party's network. If (beyond the Client's or VSL's reasonable control) Calls are routed other than by VSL's Network, the Client shall:
 - 5.2.1 Pay invoice(s) raised by third-party supplier(s);
 - 5.2.2 Notify VSL immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.4 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.5 Agree that in all instances where it attaches Equipment that has not been provided by VSL to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by VSL in relation thereto.
- 5.6 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.5 and such Equipment in the reasonable opinion of VSL is causing disruption to the Telephony Services, VSL shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.7 Only connect Equipment to VSL's Network via connection points that are approved by VSL.
- 5.8 Co-operate reasonably with VSL's supplier if the supplier directly contacts the Client to make or change appointments or to request information in respect of an installation or a Fault.
- 5.9 Comply with all applicable laws and regulations, including, but not limited to data protection, code of conduct and those issued by the Regulator.
- 5.10 If the Client subscribes to a service that provides music on hold and the Client uploads music files, the Client agrees to obtain all necessary licences and permissions as may be required.

- 5.11 If the Client has subscribed to call recording services, the Client shall:
- 5.11.1 Ensure full compliance with the statutory requirements for the use of such service; and
 - 5.11.2 Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS.
- 5.12 If the Client elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Client shall:
- 5.12.1 Ensure that the CLI is of a national significant format, is allocated to the Client and that the Client possess all necessary permissions in respect of the Line;
 - 5.12.2 Ensure that if the CLI is not allocated to the Client, the Client possesses current written consent for its use by the allocated owner and if such consent is revoked, immediately notify VSL;
 - 5.12.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Client, is in use, connected to a terminal and is capable of receiving Calls;
 - 5.12.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
 - a) A premium rate number prefixed 09;
 - b) A number that connects to a revenue sharing number that generates excessive or unexpected Call charges.
- 5.13 If the Client uses auto-diallers to make Calls via the Telephony Equipment, the Client agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time and shall:
- 5.13.1 Ensure that any call-list is kept up to date;
 - 5.13.2 Ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.
- 5.14 Acknowledge that VSL shall be entitled to suspend or terminate the Services forthwith if the Client breaches the terms of sub-clauses 5.9 to 5.13; and
- 5.14.1 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, shall indemnify VSL against any third-party claims arising from such breach.

6. VSL'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, VSL shall:

- 6.1 Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Service Schedule.
- 6.2 Make available a helpdesk service that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Telephony Services-related Faults raised by the Client.
- 6.3 Respond to Tickets raised by the Client and make reasonable endeavours to repair any Fault that is within the Network or directly caused by VSL, its employees, agents, subcontractors or suppliers:
- 6.4 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons VSL may place on the Telephony Services.
- 6.5 Comply with the Client's requirements regarding telephone directory listing, as set out in the Order.
- 6.6 In addition to its obligations set out the General Terms and Conditions attached hereto, VSL also warrants that it and its supplier shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 The Client acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by VSL or its supplier and the Client agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 If the Client requests paper-based itemised bills, VSL shall provide such and shall make an additional charge, at its prevailing rates, for the provision of such facility.
- 8.3 Upon written notice given by VSL's supplier, VSL's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the supplier or to its nominee.
- 8.4 VSL has no control over the data delivered to the Client over the Lines provided by VSL and therefore cannot accept liability for loss or damage caused by or resulting from Nuisance Calls or malicious data including viruses, Trojan horses or spam.
- 8.5 If an appointment is made with the Client for a visit to site and that at the appointed time VSL is unable to access the Client's site, or the appointment is otherwise broken by the Client, VSL shall be entitled to charge the Client at the rate set out in the Tariff; and
 - 8.5.1 If Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, VSL shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.6 If VSL carries out work in response to a Ticket and VSL subsequently determines that the Fault either was not present or was caused by an act or omission of the Client, VSL shall be entitled to charge the Client at the rate set out in the Tariff.
- 8.7 The Client accepts that the use of call forwarding features will incur Charges as set out in the Tariff.
- 8.8 If VSL receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, the Client will do everything reasonably required by VSL to ensure that VSL and its supplier will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by the Regulator in respect of the provision of the Telephony Services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or at the end of any Additional Term thereafter;
 - 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and there is no Minimum Term or Additional Term in force by either party giving the other not less than ninety days' notice in writing to terminate at any time;
 - 9.1.3 If the Client is a Microenterprise or Small Enterprise Customer and VSL makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges.
 - 9.1.4 The Client by giving thirty days written notice if VSL makes changes to the Services which materially adversely affect the Client;
 - 9.1.5 Immediately by VSL in the event that it is so instructed by government or a regulatory body;
 - 9.1.6 By VSL providing fourteen days notice to terminate at any time if VSL's supplier gives notice to terminate the supply of underlying services to VSL.

- 9.2 In the event of termination of this agreement, howsoever occasioned, the Client shall be responsible for:
- 9.2.1 Arranging for services to be provided by an alternative supplier; and
 - 9.2.2 Payment of any Charges due to VSL arising from the Client's failure to arrange for services to be provided by an alternative supplier, such Charges to be made at VSL's standard prevailing rates).
- 9.3 On termination of this Agreement, all Subscriber Numbers allocated to the Client under the terms of this Agreement shall be transferred to VSL's supplier. However, the provisions of this sub-clause do not prevent the Client requesting migration of the Subscriber Numbers to a new provider. Such request should be made to the new provider.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by VSL immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all Calls, whether made with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Call Charges shall be set out in the applicable Tariff; and
- 10.2.1 If a minimum monthly spend ('Minimum Monthly Spend') is set out in the Order, VSL shall, each month charge the Client for the greater of the Minimum Monthly Spend and the actual monthly Call Charge;
 - 10.2.2 Call rates in the Tariff are per minute. All Calls are charged per second, rounded up to the nearest penny;
 - 10.2.3 The Call rates in the Tariff are based on termination to a land-line numbers. VSL will levy additional Charges for calls that terminate to mobile or non-geographic numbers;
 - 10.2.4 The Charges for Calls made to non-geographic numbers may be changed at short notice by VSL's supplier and that it may not be possible for VSL to provide written notice of such changes prior to the new Charges being effective.
- 10.3 If Lines are transferred to VSL on a like for like basis, the Client agrees to pay for any additional chargeable features that formed part of the transferred services but were not expressly stated on the Order.
- 10.4 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of VSL.
- 10.5 The Client acknowledges that the prices quoted in VSL's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.6 Installation Charges set out in the Order are an estimate and are subject to change. If during VSL's survey, to be carried out during the Run-Up Period, VSL identifies additional installation costs ('Excess Construction Charges'):
- 10.6.1 VSL shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;
 - 10.6.2 The Client shall within fourteen Working Days notify VSL of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.6.3 All work to provision the Services shall be suspended by VSL until such notice is received;
 - 10.6.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;

- 10.6.5 If the Client does not notify VSL of acceptance of such Excess Construction Charges within fourteen Working Days, VSL shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.
- 10.7 The Client acknowledges that the Charges for the Minimum Term are calculated by VSL in consideration inter alia of the setup costs to be incurred by VSL and the length of the Minimum Term offered.
- 10.8 The Client shall be liable for termination Charges, which shall be paid by way of liquidated damages in the event of:
- 10.8.1 Termination of this Agreement by the Client for convenience during the Run-Up Period or otherwise prior to the end of the Minimum Term, or termination of this Agreement by VSL during the Run-Up Period or otherwise prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
- a) Payment of all outstanding installation Charges, including repayment of any discounts that may have been applied thereto;
 - b) Payment of all Services Charges and Equipment rental Charges including Charges for any Bundles due up to the end of the Minimum Term;
 - c) Payment of any other discounts, subsidies, contributions or benefits that may have been applied;
 - d) Payment of any cease Charges set out in the Tariff;
 - e) Payment of any additional termination Charges levied by VSL's supplier.
- 10.8.2 Termination of this Agreement by the Client for convenience prior to the end of an Additional Term, or termination of this Agreement by VSL prior to the end of Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
- a) Payment of all Services Charges and Equipment rental Charges including Charges for any Bundles due up to the end of the Minimum Term;
 - b) Payment of any other discounts, subsidies, contributions or benefits that may have been applied;
 - c) Payment of any cease Charges set out in the Tariff;
 - d) Payment of any additional termination Charges levied by VSL's supplier.
- 10.8.3 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- a) The Client in accordance with the terms of sub-clause 9.1.1 or sub-clause 9.1.2 hereof, as applicable;
 - b) The Client or VSL during the Run-Up Period by reason of VSL becoming aware that will be unable to provide the Services or part thereof;
 - c) VSL at any time if it can no longer provide the Services or part thereof;
 - d) The Client by reason of VSL's un-remedied or repeated breach of the terms of this Agreement;
 - e) The Client if a right of termination arises under the provisions of sub-clauses 9.1.3 to 9.1.6 hereof;
 - f) The Client if the Client does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clauses 10.6.2 and 10.6.4 hereof.
- 10.8.4 The Client acknowledges and agrees that all Calls that are routed through the Telephony Services shall be charged by VSL and if Calls are routed through any other supplier's network by any means of indirect access, the Client shall be solely responsible for payment of other supplier's Call charges.

- 10.8.5 If the Client requests the porting of Subscriber Numbers away from the Telephony Services, either during a term of this Agreement or upon termination thereof, VSL shall be entitled to charge the Client for each number ported, at its prevailing rate.

11. LIMITATIONS

- 11.1 The provision of these Services by VSL is contingent upon the Client having a pre-installed Line, but is regardless of the Client's current service provider.
- 11.2 The Client accepts that certain features of the Services (as described in the Service Schedule) may not be available at all sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.

12. TOLL FRAUD

- 12.1 The Client is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Client shall pay all Rental and Call Charges whether the Client or a third party uses (without the authorisation of the Client) the Services. VSL shall not be under any obligation (express or implied) to monitor the Client's calls, call usage and/or patterns of usage.
- 12.3 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
- 12.3.1 Regularly changing system passwords;
 - 12.3.2 Regularly changing user passwords;
 - 12.3.3 Changing passwords as appropriate when employees leave;
 - 12.3.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 12.3.5 Barring premium-rate numbers wherever practicable;
 - 12.3.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Client doesn't deal with;
 - 12.3.7 Barring outgoing calls outside of the Client's hours of business, whenever practicable;
 - 12.3.8 Ensuring that the Client's telephone systems are fully protected against known vulnerabilities.
- 12.4 VSL shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.5 The Client shall notify VSL immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
- 12.5.1 Upon notification, VSL shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;
 - 12.5.2 VSL shall not be liable for any charges or liabilities incurred by the Client prior to the suspension of Telephony Services.
- 12.6 If, in the reasonable opinion of VSL, the Client's Call profile is or becomes indicative of fraudulent activity, VSL shall be entitled to suspend the Telephony Services immediately without notice.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by VSL. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

The Line rental services provided by VSL and described in paragraphs 1, 2 and 3 of this Service Schedule comprise the rental of analogue and or digital Lines from the Line card housed in the Exchange to the NTE at the Client's site. The Lines are owned and maintained by VSL's supplier. A number of ancillary services are supported (the actual services available are to some extent determined by the type of Line) and are described in paragraph 4 of this Service Schedule.

Telephony Services

1. Analogue Line

- 1.1 An analogue connection from the NTE at the Client's premises to the Exchange and on to the Telephony Network. Two options are provided:
 - 1.1.1 A single Telephony Network connection which supports a single number;
 - 1.1.2 A multi-line Telephony Network connection which supports a group of between two and two hundred Lines. Incoming calls are routed either to the first available Line or in rotation.

2. ISDN2e Line

- 2.1 An ISDN2e connection from the Exchange to the NTE at the Client's premises. The service is delivered over the copper-pair based Local Loop. Each ISDN2e bearer provides two 64kbps data/voice channels. Additional channels can be provided on a per pair basis. Advantages of ISDN2e include:
 - 2.1.1 DDI numbers;
 - 2.1.2 Call quality is nearly always better than an analogue Line;
 - 2.1.3 Pairs of channels can be combined to provide higher bandwidth for data transfer.

3. ISDN30e Line

- 3.1 An ISDN30e connection from the Exchange to the NTE at the Client's premises. ISDN30e provides a minimum of eight 64kbps voice / data channels (extendable to thirty) and one 64kbps signalling channel. Additional channels can be provided on a per-channel basis. The maximum number of channels per bearer is thirty. There is no minimum number of channels for second and subsequent bearers except those used for the provision of site assurance services (paragraph 6 refers). Advantages of ISDN30e include:
 - 3.1.1 DDI numbers;
 - 3.1.2 Channels can be combined to provide higher bandwidth for data transfer;
 - 3.1.3 Wide range of site assurance options are available to ensure business continuity in the event of Line / Exchange / the Client site outages.

4. Features

All potentially available features are listed; however availability of Features is subject to the terms of clause 11.2 of these Supplementary Terms.

- 4.1 Selective Outgoing Call Barring - Barring of Calls to selected categories of number (except 999, 112, 192, 150, 151, 154 and 0800) or any combination:
 - 4.1.1 International

- 4.1.2 Premium Rate Services
- 4.1.3 Operator Calls
- 4.2 Permanent Outgoing Calls Barred - Permanent outgoing call barring enables the Client to have incoming-only lines.
- 4.3 Permanent Incoming Calls Barred - Permanent incoming call barring enables the Client to have outgoing-only lines.
- 4.4 Selective Outgoing Call Barring – International and premium rate services, operator controlled calls.
- 4.5 Administration Controlled Call Forward of Voice and Data Calls - Divert Calls to a single number and is controlled at the Exchange by VSL. The forwarded leg of the Call is chargeable. Calls can be forwarded based on any combination of the following:
 - 4.5.1 On busy;
 - 4.5.2 On no reply;
 - 4.5.3 Unconditionally (that is, all Calls will be forwarded).
- 4.6 Client-Controlled Call Forwarding - Diverts Calls to a single number and is controlled and set up by VSL on the Client's CPE, provided that the feature is supported. The forwarded leg of the Call is chargeable. Calls can be forwarded based on any combination of the following:
 - 4.6.1 On busy;
 - 4.6.2 On no reply;
 - 4.6.3 Unconditionally (that is, all Calls will be forwarded).
- 4.7 Calling Line Identity Presentation - Enables the display of the calling number on the Client's terminal provided that caller has not restricted the release of the number.
- 4.8 Calling Line Identity - Enables the receiver of the Client's Call to have the calling number displayed on their terminal. This feature can be overridden on an individual Call basis by prefacing the number dialled with '141'.
- 4.9 Calling Line Identity Restriction - Prevents the receiver of the Client's Call from being able to display the calling number on their terminal. This feature can be overridden on an individual Call basis by prefacing the number dialled with '140'.
- 4.10 Connected Line Presentation - Enables the display of the connected number on the Client's terminal (which may not be the number dialled) for the duration of the Call; provided that called party has not restricted the release of the number.
- 4.11 Connected Line Restriction - Prevents the Client's terminal from displaying the connected number on their terminal.
- 4.12 Twenty Octet Sub Addressing - Enables the End User to add up to six octets to a dialled number to select a destination, device or end point beyond that indicated by the called national number. The use of this feature restricted to ISDN to ISDN Calls (ISDN2e or ISDN30e) and is dependent on:
 - 4.12.1 The Client's CPE supporting the feature;
 - 4.12.2 The Client enabling Calling Line Identity Presentation.
- 4.13 Call Deflection - Enables the deflection of up to four voice or data Calls to another ISDN number during the alerting (ringing) phase of the Call. Call deflection can be configured to deflect Calls of certain types or from certain numbers to specific numbers or DDI extensions. This feature can only be configured if it is supported by the Client's CPE.
- 4.14 Indirect Access - End Users can prefix dialled numbers (on a Call by Call basis) with Indirect Access codes to route calls via different supplier's networks.
- 4.15 Indirect Access Call Barring - Administration-controlled barring of Calls that are prefaced by an indirect access code.

- 4.16 Anonymous Call Rejection - Administration-controlled rejection of Calls that have calling-line identity withheld.
- 4.17 Call Hold - Allows an End User to switch between an active Call and a Call that is on hold or in the alerting phase. This feature can only be configured if supported by the Client's CPE.
- 4.18 Call Waiting - Sounds a soft intermittent tone when a Call is in process and another Call is made to the same Line. This feature can only be configured if supported by the Client's CPE.
- 4.19 Call Minder - Voicemail functionality for single analogue Lines only.
- 4.20 Caller Redirect - When the Services on a specific Line are ceased, Calls are redirected to a recorded message service that advises the caller of a new telephone number. The caller is not redirected to the new number.
- 4.21 DDI (Direct Dial In) Caller Redirect - When the Services on a specific block of DDI numbers are ceased, Calls are redirected to a recorded message service that advises the caller of a new telephone number. The caller is not redirected to the new number.

5. Conferencing Service

- 5.1 VSL's conferencing service provides facilities for the Client to arrange and participate in conference calls. Conference calls are not pre-booked with VSL; they can be arranged as required by the Client using the VSL-supplied portal and allocated telephone numbers.
- 5.2 There is no recurring Charge for the supply of conferencing services, just an initial set-up fee (as set out in the Tariff) and no limits to the number of conferences that can be set up, or the number of attendees.
- 5.3 Conference Calls may be recorded if required.
- 5.4 Conference Calls are charged:
 - 5.4.1 Per Conference set up Charge;
 - 5.4.2 Per second Call Charge;
 - 5.4.3 Service Charge per attendee who dials into the conference;
 - 5.4.4 Call recording Charge if the call is recorded.

Non-Telephony Services

6. Helpdesk

- 6.1 VSL's Helpdesk provides support and assistance in the use of the Telephony Services, including the following:
 - 6.1.1 Provision of help and guidance in the use and configuration of the Telephony Services;
 - 6.1.2 Management of the prompt resolution of Faults arising within the Telephony Services which are identified by VSL's monitoring system;
 - 6.1.3 Management of the prompt resolution of Faults and issues arising within or with the use of the Telephony Services which are raised by the Client;
 - 6.1.4 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
 - 6.1.5 Escalation management if required in the event of protracted Fault resolution;
 - 6.1.6 Remote access support if possible and appropriate;
 - 6.1.7 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault;
- 6.2 Direct Clients should make requests for assistance by one of the following methods:

- 6.2.1 By Email to VSL's Helpdesk: support@vslgroup.co.uk
- 6.2.2 By Telephone to VSL's Helpdesk: 0800 093 3000
- 6.3 Unless otherwise agreed in writing, Indirect Clients should make requests for assistance to the Reseller.
- 6.4 The Helpdesk is available Monday to Friday 9.00am to 5.00pm (excluding public holidays).
- 6.5 If the Client purchases Service Level 4, as set out on the Order, VSL will provide 24 x 7 x 365 Helpdesk cover and the Client may report Faults outside of the standard hours of cover:
 - 6.5.1 Faults should be logged by telephone, 0800 093 3000 and following the prompts to the out of hours support voice-mailbox. The message will be forwarded to a member of the help desk team.
 - 6.5.2 VSL will work to resolve such Faults remotely.

7. Service Level Agreement

- 7.1 VSL's Service Level Agreement is set out in the following paragraphs 7 and 8.
- 7.2 VSL's failure to meet the targets set out in this Service Level Agreement shall not be deemed to be a breach of this Agreement.

8. SLA – Fault Resolution Time (Applicable Service)

- 8.1 VSL shall use reasonable endeavours to resolve Faults in the Telephony Services within the time-scales set out below, according to the selected Service Level set out in the Order:

Support Level	Target Response Time	Target Resolution Time
Service Level 1 (Standard)	Half a Working Hour	11.59pm on next Working Day + 1, or date of any appointment made to visit the Client's site
Service Level 2 (Enhanced)	Half a Working Hour	11.59pm on next Working Day, or date of any appointment made to visit the Client's site
Service Level 4 (24 x 7)	Thirty Minutes	Six hours

- 8.2 Elapsed time is calculated as stop time minus start time minus any parked time, where:
 - 8.2.1 Start time is the time that a Fault is logged on VSL's fault handling system (which shall be during the hours of cover).
 - 8.2.2 Stop time is the time at which the status of the Fault becomes resolved. The Ticket may be kept open for monitoring purposes after such time.
 - 8.2.3 Parked time is time during which VSL is unable to progress the resolution of the Fault for reasons beyond its control, including but not limited to:
 - a) VSL has requested and is awaiting information missing from the Fault report.
 - b) VSL is awaiting power up/down of the Client's Equipment.
 - c) VSL is awaiting the Client's availability for a site-visit, or the arrangement thereof.
 - d) The Client is unavailable to respond to VSL.
 - e) Access is unavailable at the Client's site at the agreed time for a visit.

- 8.3 Target resolution times set out in paragraph 7.1 do not cover Faults that are associated with physical cable breaks or vandalism within the Local Loop network. Estimated restoration of service will be communicated to the Client via VSL's Helpdesk. Approximate restoration of service will be 5-10 working days.
- 8.4 If the elapsed time exceeds the target resolution time VSL will pay a Service Credit equal to 1/365 of the annual Line rental Charge for each full 24 hour period that the Fault remains unresolved after the target resolution time has been exceeded; and
- 8.4.1 The maximum Service Credit payable in any calendar month shall not exceed the monthly Line rental Charges.

9. SLA – Availability

- 9.1 VSL shall make reasonable endeavours to ensure that the Telephony Services are fully available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Telephony Services and VSL does not make such warranty. Reasons for reduction in functionality or unavailability of the Telephony Services include, but are not limited to:
- 9.1.1 Faults occurring within Networks or connections thereto provided by VSL's supplier;
- 9.1.2 Faults occurring in the Telephony Network;
- 9.1.3 Faults occurring in the Public Internet;
- 9.1.4 Planned maintenance (VSL will provide reasonable notice in the event of such maintenance);
- 9.1.5 Emergency maintenance;
- 9.1.6 Force Majeure events.

10. Complaint Handling

- 10.1 If the Client is dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Help Desk	0800 093 3000
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

- 10.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.