

Supplementary terms for the supply of Telephony Equipment Maintenance 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 'Call' means a signal, message or communication that is silent, spoken or visual on a Line.
- 1.2 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.3 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.4 'Contract Hour' means the period of one hour during the Helpdesk hours of cover, which are set out on the Order and fully described in the Service Schedule.
- 1.5 'Customer Premises Equipment' ('CPE') means Equipment that may or may not be provided by VSL which is located at the Client's premises.
- 1.6 'Emergency Call' means a Call made to either '999' or '112'.
- 1.7 'Helpdesk' means VSL's dedicated team of support specialists.
- 1.8 'LAN' means local area network situated at the Client's site(s) and under the control of the Client.
- 1.9 'Line' means connection to a network that is provided to the Client by VSL under the terms of this Agreement, which may be one of a single analogue line, an analogue multi-line group, an ISDN2e digital line comprising of a two voice channels per circuit or an ISDN30 digital line comprising eight to thirty voice channels per circuit.
- 1.10 'Nuisance Call' means an unwanted Call which causes annoyance to the Call recipient and / or is a hoax Call and / or is offensive, abusive, defamatory, indecent, obscene or menacing.
- 1.11 'Ofcom' means the Office of Communications or any competent successor.
- 1.12 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.13 '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.
- 1.14 'Services' means Telephony Equipment Maintenance Services and Helpdesk.
- 1.15 'Site' means the location where the maintained Telephony Equipment is located, as set out on the Order.
- 1.16 'Software' means software which provides telecommunications functionality, including PBX, call recorders, voicemail, IVR and ACD products, as set out on the Order.
- 1.17 'Telephony Equipment Maintenance Services' means the maintenance and support of Telephony Equipment which is located on the Client's site, as described in the Service Schedule.
- 1.18 'Telephony Equipment' means private branch exchanges, servers and telephone handsets, routers and switches which are provided and maintained by VSL, as set out in the Order.
- 1.19 '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.
- 1.20 'User' means a person who uses the Telephony Equipment to make Calls.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by VSL 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 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year. 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. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
 - 2.2.2 The Client notifies VSL of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.2.3 The Client fails to notify VSL of acceptance of changes and fails to serve notice to terminate, such failure to notify VSL shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

3. PROVISION OF SERVICES

- 3.1 The Services comprise Telephony Equipment Maintenance Services and Helpdesk as set out in the Order and described in the Service Schedule.
- 3.2 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 survey(s) and agreement of the RFS Date with the Client.
- 3.3 The Services provided shall include those of the following as set out in the Order:
 - 3.3.1 The provision of Telephony Equipment hardware maintenance services;
 - 3.3.2 The provision of Telephony Equipment software support and maintenance services, including configuration changes;
 - 3.3.3 The provision of Telephony Equipment software assurance services;
 - 3.3.4 The provision of a help desk during the hours set out in the Service Schedule;
- 3.4 During the term of this Agreement, VSL shall be entitled to:
 - 3.4.1 Change the technical specification of any replacement Telephony Equipment for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Equipment;
 - 3.4.2 Make alterations to the Telephony Equipment (including reconfigurations). Such alterations may result in temporary disruption to the operation of the Telephony Equipment and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.5 VSL cannot guarantee and does not warrant that the Telephony Equipment will be free from faults, including those which may interrupt of the operation of the Telephony Equipment.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Telephony Equipment 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 Equipment is not used by its 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 telecommunications network to which the Telephony Equipment is attached;
- 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity;
- 4.2.6 Engage in conduct which amounts to improper or persistent misuse of a telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
- 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
- 4.2.8 Falsify true ownership of software or data contained in a file that the Client or User makes available via the Telephony Equipment;
- 4.2.9 Falsify user information or forge addresses;
- 4.2.10 Act in any way which threatens the security or integrity of any computer system;
- 4.3 In the event that the Client uses auto-diallers to make automated Calls via the Telephony Equipment, the Client agrees:
 - 4.3.1 To ensure that the call-list is kept up to date;
 - 4.3.2 To ensure that bad data, wrong numbers and nuisance calls are kept to a minimum.

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges reasonably levied by VSL.
- 5.2 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.
- 5.3 If the Client implements call recording services, the Client shall:
 - 5.3.1 Ensure full compliance with the statutory requirements for the use of such service; and
 - 5.3.2 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;
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by VSL to the Telephony Equipment 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.
- 5.5 Comply with all applicable laws and regulations, including, but not limited to data protection and codes of conduct, including but not limited to those issued by the Regulator.
- 5.6 In the event that the Client elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Client shall:
 - 5.6.1 Ensure that the CLI is of a nationally significant format and that the Client possess all necessary permissions in respect of the Line;
 - 5.6.2 Ensure that under the terms of the CLI code of practice, the CLI presented is either allocated to the Client or the Client possesses current written consent for its use by the allocated owner, is in use, connected to a terminal and is capable of receiving Calls;
 - 5.6.3 Ensure that the functionality is used in accordance with any other provisions of the "Guidelines for the provision of calling line identification facilities and other related services

over electronic communication networks” published by Ofcom 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.

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 clause 3 of this Agreement, and described in the Service Schedule subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Make available a help desk that shall provide support and guidance in the use of the Telephony Equipment and manage the resolution of all Telephony Equipment-related Faults raised by the Client.
- 6.3 Respond to Tickets raised made by the Client and make reasonable endeavours to repair any fault that is within the Telephony Equipment or directly caused by VSL, its employees, agents, subcontractors or suppliers within the target timescales set out in the Service Schedule.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 VSL has no control over the data delivered to the Client over the Lines provided either by VSL under the terms of an additional agreement or by a third party, and therefore cannot accept liability for loss or damage caused by malicious data including viruses, Trojan horses or spam.
- 8.2 In the event that 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.
- 8.3 In the event that VSL carries out work in response to a fault reported by the Client and VSL subsequently determines that such 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.
- 8.4 VSL shall not be responsible for the programming, configuration or management of any Customer Premises Equipment that is not set out on the Order.
- 8.5 Prior to enabling access to international and premium rate services, VSL shall require formal written notification of the Client's consent to enable such services, as set out in clause 26 of the General Terms and Conditions.
- 8.6 In the event that the Client elects not to accept firmware upgrades, patches or maintenance releases ('Updates'), offered by VSL, VSL shall not be obliged to provide support on a particular Fault until the latest Updates have been applied and the Fault is shown to be present after the application of the Updates.
- 8.7 VSL shall only provide support for the Equipment and Software that is listed on the Order, which for the avoidance of doubt does not include server or workstation operating systems and their configuration.
- 8.8 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 clause 4 and sub-clauses 5.3, 5.4 and 5.6 hereof.

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 at the end of the Minimum Term or Additional Term thereafter;
- 9.1.2 By the Client by giving thirty days' notice in writing if VSL makes changes to the Telephony Equipment Maintenance Services which are materially detrimental to the Client, PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s).

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup shall be raised by VSL immediately following the RFS Date; invoices for fixed periodic Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order; and
 - 10.1.1 In the event that during the term of this Agreement, the Client requests and VSL agrees to provide Services for additional Telephony Equipment, VSL shall charge for the cover of such additional Telephony Equipment from the following invoice date, such invoice to include any Charges accrued in arrears.
- 10.2 VSL shall commence charging for the Telephony Equipment Maintenance Services from the RFS Date, regardless of the date on which the Client commences use of the Telephony Equipment Maintenance Services. In the event that the RFS Date does not correspond with VSL's invoicing period as set out in the Order, VSL shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 Except in the case of demonstrable error, all Charges will be calculated in accordance with data collected by or on behalf of VSL.
- 10.4 VSL shall not normally charge for the implementation of configuration change and information / "how to" requests made by the Client. However, such provision is subject to fair usage and in the event that the Client's usage of the provision exceeds the limits that are deemed by VSL to be reasonable, VSL shall be entitled to charge the Client for usage in excess of such limits.
- 10.5 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.
- 10.6 The Client agrees that it shall be liable for termination Charges in the event that this Agreement is terminated by:
 - 10.6.1 The Client terminating this Agreement for convenience prior to the end of the Minimum Term, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the Minimum Term;
 - 10.6.2 The Client terminating this Agreement for convenience prior to the end of any Additional Term, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the Additional Term;
 - 10.6.3 The Client terminating this Agreement for convenience during the Run-Up Period, whereupon the Client shall be liable for all set-up costs and cancellation costs incurred by VSL up to the date that VSL received notice of the Client's intention to terminate;
 - 10.6.4 VSL terminating this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the Minimum Term;
 - 10.6.5 VSL terminating this Agreement during an Additional Term by reason of the Client's un-remedied breach of this Agreement, whereupon the Client shall be liable for the fixed periodic Charges payable for the remainder of the Additional Term;
- 10.7 The Client shall not be liable for termination Charges in the event that this Agreement is terminated by:
 - 10.7.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;

- 10.7.2 The Client or VSL during the Run-Up Period by reason of VSL becoming aware that it will be unable to provide the Services or part thereof;
 - 10.7.3 VSL at any time in the event that it can no longer provide the Services or part thereof;
 - 10.7.4 The Client by reason of VSL's un-remedied breach of the terms of this Agreement;
 - 10.7.5 The Client if a right of termination arises under the provisions of sub-clause 9.1.2.
- 10.8 The Client acknowledges and agrees that this Agreement covers only the support and maintenance of the Telephony Equipment and expressly does not cover the provision of Line rental or Calls. The Client shall be solely responsible for the independent payment of Line rental and Call charges.

11. TOLL FRAUD

- 11.1 The Client is exclusively responsible for the prevention of Toll Fraud, and in the event that such Toll Fraud or other misuse occurs, the Client is liable for all charges incurred regardless of whether such charges were incurred with the authorisation of the Client or not; and
- 11.1.1 VSL shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 11.2 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
- 11.2.1 Regularly changing system passwords;
 - 11.2.2 Regularly changing user passwords;
 - 11.2.3 Changing passwords as appropriate when employees leave;
 - 11.2.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 11.2.5 Barring premium-rate numbers wherever practicable;
 - 11.2.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Client doesn't deal with;
 - 11.2.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
 - 11.2.8 Ensuring that any software used in conjunction with the Telephony Equipment is tested for malware including viruses, Trojan horses, logic bombs and worms.
 - 11.2.9 Ensuring that the Client's Telephony Equipment and associated LAN are fully protected against known vulnerabilities.

12. LIMITATIONS

- 12.1 Service Credits shall only be applicable on VSL's failure to meet its stated targets in relation to:
- 12.1.1 Severity 1 Faults;
 - 12.1.2 Faults that can be resolved remotely (that is, do not require a Site visit).
- 12.2 Under the terms of this Agreement VSL shall not:
- 12.2.1 Provide server and desktop software support (including operating systems);
 - 12.2.2 Provide or install any user-changeable consumables, including but not limited to handset labels, keyset labels, handset cables, leads, or any item of metal or plastic, whether functional or decorative or as a part of any casing;
 - 12.2.3 Repair or maintain any Equipment other than the Telephony Equipment as set out on the Order or otherwise agreed in writing;
 - 12.2.4 Undertake periodic electrical safety testing as laid out in the Electricity at Work Regulations 1989 and Provisions and Use of Work Equipment Regulations 1998;
 - 12.2.5 Repair any defects that arise from fair wear and tear;

- 12.2.6 Undertake any reconfiguration of the Telephony Equipment resulting from the addition of or change to third-party equipment that is not covered by this Agreement;
- 12.2.7 Undertake any reconfiguration of the Telephony Equipment resulting from modifications or attempted modifications to the Telephony Equipment that is not carried out by or under the direction of VSL;
- 12.2.8 Undertake modification of the Telephony Equipment to accommodate:
 - a) Changes to the Client's requirements involving additions to or alteration, relocation, reinstallation, or modification of the Telephony Equipment (save configuration changes);
 - b) Upgrades to the hardware in the event that upgraded or Software is no longer compatible with the Telephony Equipment.
- 12.2.9 Repair any defects that arise due to accidental damage, misuse, negligence or failure to observe VSL's or manufacturer's recommendations.
- 12.2.10 Repair any defects caused by faults external to the system including, but not limited to flooding, electricity supply failure or fluctuation or air-conditioning failure.
- 12.2.11 VSL shall at its sole discretion carry out any of the services listed in this sub-clause 12.2 and shall be entitled to charge the Client for the provision of such services at its prevailing rate.

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 in the Order.

1. Telephony Equipment Maintenance Services

The Telephony Equipment supported under the terms of this Agreement is set out in the Order, and the levels of support provided thereupon are:

- 1.1 Telephone handsets:
 - 1.1.1 Labour, parts and materials required for repair;
 - 1.1.2 Replacement (not necessarily with new equipment) in the event that the handset is irreparable;
 - 1.1.3 Firmware upgrades as required for fault fixing or addressing security threats.
- 1.2 Networking and security Equipment, including routers, switches, wireless access points, and firewalls:
 - 1.2.1 Labour, parts and materials required for repair;
 - 1.2.2 Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats;
 - 1.2.3 Supply and installation of firmware upgrades as required for fault fixing or addressing security threats;
 - 1.2.4 Firmware / Software configuration changes.
- 1.3 Dedicated PBX Equipment, including call recorders, voicemail, logging, IVR and ACD products:
 - 1.3.1 Labour, parts and materials required for repair;
 - 1.3.2 Supply and installation of firmware upgrades as required for fault fixing or addressing security threats;
 - 1.3.3 Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats;
 - 1.3.4 Firmware / Software configuration changes.
- 1.4 Dedicated or virtual servers:
 - 1.4.1 Supply and installation of Software patches and maintenance releases as required for fault fixing or addressing security threats;
 - 1.4.2 Software configuration changes.

2. Moves and Changes

VSL will make minor moves and changes, subject to fair usage. Moves and changes that are in VSL's reasonable opinion significant or excessive in number will be charged at VSL's prevailing rate as set out in the Tariff.

3. Helpdesk

- 3.1 VSL's Helpdesk provides support and assistance in the use of the Telephony Equipment, including the following:
 - 3.1.1 Provision of help and guidance in the use and configuration of the Telephony Equipment;
 - 3.1.2 Management of the prompt resolution of Faults and issues arising within or with the use of the Telephony Equipment which are raised by the Client;
 - 3.1.3 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
 - 3.1.4 Escalation management if required in the event of protracted Fault resolution;

- 3.1.5 Management of change requests;
- 3.1.6 Remote access support if possible and appropriate;
- 3.1.7 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault;
- 3.2 The Client shall make requests for assistance by one of the following methods:
- 3.3 Direct Clients should make requests for assistance by one of the following methods:
 - 3.3.1 By Email to VSL's help desk: support@vslgroup.co.uk
 - 3.3.2 By Telephone to VSL's help desk: 0800 093 3000
 - 3.3.3 Priority 1 Faults should be logged by telephone, not email.
- 3.4 Requests for changes to system configuration should be sent by email, providing as much detail as possible.
- 3.5 Unless otherwise agreed in writing, Indirect Clients should make requests for assistance to the Reseller.
- 3.6 The Helpdesk is available according to selected cover option, as set out on the Order and described in paragraph 4.

4. Helpdesk Hours of Cover Options

This paragraph details VSL's Helpdesk hours of cover options. The corresponding response and recovery targets are described in paragraph 6. The selected cover option is set out on the Order.

4.1 VSL Standard Cover

The Helpdesk is available Monday to Friday 9.00am to 5.00pm, excluding public holidays.

4.2 VSL Enhanced Cover

The Helpdesk is available Monday to Friday 8.00am to 8.00pm, excluding public holidays. Priority 1 and Priority 2 Faults may be reported by the Client and VSL will be work to resolve such Faults during Contract Hours. Priority 3 and 4 Faults may also be reported by the Client during Contract Hours but VSL will only work to resolve such Faults during Working Days.

4.3 VSL Enhanced Plus Cover

The Helpdesk is available Monday to Saturday 8.00am to 8.00pm, excluding public holidays. Priority 1 and Priority 2 Faults may be reported by the Client and VSL will be work to resolve such Faults during Contract Hours. Priority 3 and 4 Faults may also be reported by the Client during Contract Hours but VSL will only work to resolve such Faults during Working Days.

4.4 VSL 24 x 7 x 365 Cover

The Helpdesk is available twenty four hours per day, seven days per week. Priority 1 and Priority 2 Faults may be reported by the Client and VSL will be work to resolve such Faults during Contract Hours. Priority 3 and 4 Faults may also be reported by the Client during Contract Hours but VSL will only work to resolve such Faults during Working Days.

5. Service Level Agreement – General

- 5.1 The entire service level agreement is set out in this paragraph 5 and paragraph 6.
- 5.2 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.

6. Service Level Agreement - Response and Recovery Targets (Applicable Service)

- 6.1 VSL has the following response time targets. Response times are the maximum time from the Client raising a Ticket to VSL making an initial response and recovery times are the maximum time from the Client raising a Ticket to the Fault being resolved.

6.1.1 VSL Standard Cover

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Half a Working Hour	Two Working Hours	Eight Working Hours	Eight Working Hours
Recovery Time	Sixteen Working Hours	Sixteen Working Hours	Twenty four Working Hours	Twenty four Working Hours

6.1.2 VSL Enhanced Cover

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Half a Contract Hour	One Contract Hour	Four Working Hours	Four Working Hours
Recovery Time	Sixteen Contract Hours	Sixteen Contract Hours	Twenty four Working Hours	Twenty four Working Hours

6.1.3 VSL Enhanced Plus Cover

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Half a Contract Hour	One Contract Hour	Four Working Hours	Four Working Hours
Recovery Time	Eight Contract Hours	Eight Contract Hours	Sixteen Working Hours	Twenty four Working Hours

6.1.4 VSL 24 x 7 x 365 Cover

Measure	Priority 1	Priority 2	Priority 3	Priority 4
Response Time	Half a Contract Hour	One Contract Hour	Four Working Hours	Four Working Hours
Recovery Time	Eight Contract Hours	Eight Contract Hours	Sixteen Working Hours	Sixteen Working Hours

6.2 Service Credits

- 6.2.1 If the recovery time exceeds the target recovery time for a Priority 1 Fault as set out in sub-paragraph 6.1 VSL will pay a Service Credit equal to 1/365 of the annualised recurring Charge for each full 24 hour period that the Fault remains unresolved after the target resolution time has been exceeded;
- 6.2.2 The maximum Service Credit payable in any calendar month shall not exceed the monthly recurring Charge;
- 6.2.3 The targets listed in sub-paragraph 6.1 and the provisions of sub-paragraph 6.2 shall not apply in the event that Fault recovery requires a Site visit.

6.3 Fault priorities are defined as follows:

- 6.3.1 Priority 1 Faults include total outage or call processing outage for more than 50% of users, or mission-critical operations are severely impacted, and/or access to Emergency Services (999 / 112) is not available;
- 6.3.2 Priority 2 Faults include outage for less than 50% of users or provisioning problems;
- 6.3.3 Priority 3 Faults include call processing problems for a single User, issues with single number destinations, quality of service or a configuration problem;
- 6.3.4 Priority 4 includes informational requests including programming changes, usability or documentation.

6.4 All times set out in paragraph 6.1 are times which elapse during the hours of cover which are specified for the level of cover that is subscribed to by the Client as set out on the Order.

6.5 Elapsed time is calculated as stop time minus start time minus any parked time, where:

- 6.5.1 Start time is the time that a Fault is logged on VSL's fault handling system.
- 6.5.2 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.
- 6.5.3 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.

7. Complaint Handling

7.1 If 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	Helpdesk	0800 093 3000
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

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