

Supplementary terms for the supply of Inbound 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 'Access Charge' means the charge levied by the calling party's service provider.
- 1.2 'Artificial Inflation of Traffic' ('AIT') means the flow of Calls to the Inbound Services, in particular revenue share services that results from any activity on or on behalf of the party operating that revenue share service that is disproportionate to the flow of Calls which would be expected from good faith commercial practice and use of the Inbound Services.
- 1.3 '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.
- 1.4 'Call Charge' means Charges for inbound Calls, including mobile Access Charges and Charges for routing to mobile Destination Numbers, as applicable.
- 1.5 'Call Payment' means the payment made to the Client in which is a proportion of the call revenue generated by Calls to relevant numbers.
- 1.6 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.7 'Destination Number' means the terminating geographic number, mobile telephone number, international telephone number or otherwise to which VSL will route the Call.
- 1.8 'End User' means a user of the Services subscribed to by the Client.
- 1.9 'Event' means the direct or indirect advertisement of one or more Non-Geographic Numbers by the Client which may be reasonably expected to result in a high call volume to the Non-Geographic Numbers.
- 1.10 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.11 'Helpdesk' means VSL's dedicated team of support specialists.
- 1.12 'Inbound Services' means the supply of Non-Geographic Numbers and the routing of calls made to such numbers to Destination Numbers.
- 1.13 '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, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.14 '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.
- 1.15 'Non-Geographic Number' means a public telephone number in the United Kingdom number space which is not linked to a geographic location, starting with 030, 033, 0800, 0808, 0845 or 087 which is allocated by VSL for use by the Client.
- 1.16 '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.
- 1.17 'Ofcom' means the Office of Communications or any competent successor.

- 1.18 'Payment Threshold' means the minimum monetary value above which VSL will make a Call Payment.
- 1.19 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.20 'Planned Maintenance' means any period of maintenance for which VSL has provided prior notice, as set out in the Service Level Agreement.
- 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 Charge' means the charge levied by the provider of the Inbound Services.
- 1.23 'Service Package' means a package of services, as set out in the Service Schedule.
- 1.24 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.25 '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 deemed effective on 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 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of each 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 any 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 failures 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 Inbound Services and Helpdesk as set out in the Order and described in the attached Service Schedule.
- 3.2 VSL shall use reasonable endeavours to provide the Inbound Services twenty-four hours per day, subject to the limitations expressed in this Agreement and the service levels described in paragraph 4 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 Inbound 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 configuration of the Inbound Services 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 supply of one or more Non-Geographic Numbers;
 - 3.4.2 The translation and routing of dialled Non-Geographic Numbers to one or more Destination Numbers;

- 3.4.3 The provision of additional services as set out on the Order and described in the Service Schedule;
- 3.4.4 The provision of a Helpdesk.
- 3.5 VSL will provide the Inbound Service from the point the Call is passed into VSL's Network to the point of termination at the boundary of the Client's network.
- 3.6 During the term of this Agreement, VSL shall be entitled to:
 - 3.6.1 Change the technical specification of the Inbound Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Inbound Services;
 - 3.6.2 Make alterations to the Inbound Services. Such alterations may result in temporary disruption to the Inbound Services and VSL will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 VSL shall use reasonable endeavours to provide the Inbound Services 24 x 7 x 365, however VSL cannot guarantee and does not warrant that the Inbound Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Inbound Services for emergency reasons or degradation of the quality of the Inbound Services.
- 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 Inbound Services are not used by its End Users to:
 - 4.2.1 Make Nuisance Calls;
 - 4.2.2 Send or knowingly receive data 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, including but not limited to Artificial Inflation of Traffic;
 - 4.2.6 Enable any other service provider to route Calls 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 Falsify CLIs, user information or forge addresses.
- 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 Inbound Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Ensure that all reasonable measures to minimise Toll Fraud are made, including Artificial Inflation of Traffic as set out in clause 12 hereof.
- 5.3 Agree that in all instances where it attaches equipment that has not been provided by VSL to the Inbound Services that such equipment shall be:
 - 5.3.1 Technically compatible with the Inbound Services;
 - 5.3.2 Conformant with all regulatory standards;
 - 5.3.3 Configured / programmed by the Client;
 - 5.3.4 Adequately protected against infection with malware or other breaches of security;
 - 5.3.5 Conformant with any instruction issued by VSL in relation thereto; and
- 5.4 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of VSL is causing disruption to the Inbound Services, VSL shall be entitled to suspend the provision of the Inbound Services until such equipment is disconnected from the Inbound Services.
- 5.5 Accept that VSL shall not be liable for failure to meet any service levels or any failure of the Inbound Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.6 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by VSL under the terms of this Agreement.
- 5.7 Save as when acting in the capacity of a VSL-authorized Reseller, not re-sell the Services.
- 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 has subscribed to call recording services, the Client shall:
 - 5.10.1 Ensure full compliance with the statutory requirements for the use of such service; and
 - 5.10.2 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.
- 5.11 Acknowledge that VSL shall be entitled to suspend or terminate the Services forthwith if the Client breaches the terms of sub-clauses 5.9 or 5.10; and
 - 5.11.1 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 Inbound Services and manage the resolution of all Inbound Services-related Faults reported 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 Inbound Services.
- 6.5 In addition to its obligations set out the General Terms and Conditions attached hereto, VSL also warrants that it 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 Non-Geographic Numbers supplied under the terms of this Agreement shall at all times be retained by VSL 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 In the event that VSL ceases to trade, 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 VSL's supplier or to the supplier's nominee.
- 8.4 VSL has no control over the data delivered to the Client via the Services 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 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.
- 8.6 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 Inbound 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 calendar month in which the end of the Minimum Term or Additional Term thereafter falls;
 - 9.1.2 By the Client by giving thirty days' notice in writing if VSL makes changes to the Inbound 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);
 - 9.1.3 Forthwith by either party during the Run-Up Period if VSL discovers technical issues including location of the Client's site, which prevent it from being able to provide the Services or part thereof;
 - 9.1.4 By VSL if its supplier ceases to provide the Services.

- 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);
 - 9.2.3 Ceasing to advertise the Non-Geographic Numbers provided by VSL under the terms of this Agreement;
- 9.3 On termination of this Agreement, all Non-Geographic Numbers allocated to the Client under the terms of this Agreement shall be transferred to VSL.
- 9.4 The provisions of sub-clause 9.3 do not prevent the Client requesting migration of the Non-Geographic Numbers to a new provider, subject to the following:
- 9.4.1 Such request should be made by the Client to the new provider;
 - 9.4.2 VSL shall be entitled to charge the Client for each Non-Geographic Number that is transferred away from VSL;
 - 9.4.3 Non-Geographic Numbers cannot be migrated away from VSL prior to the expiry of the Minimum Term of this Agreement.
- 9.5 Unless payment of any of VSL's invoices for supply of the Services is outstanding, all due Call Payments will be paid to the Client within two months of the date of termination of this Agreement.

10. CHARGES AND PAYMENT

- 10.1 The Charges include as appropriate, set-up fees, monthly number rental Charges and Call Charges.
- 10.2 In general, invoices for set-up Charges shall be raised by VSL immediately following the Commencement Date, invoices for number rental shall be raised in advance of the relevant period and Call Charges shall be invoiced in arrears. The invoicing period is set out in the Order.
- 10.3 Call Payments shall be applied to the Client's invoice by VSL in arrears.
- 10.4 Except in the case of demonstrable error, all Charges and Call Payments will be calculated in accordance with data collected by or on behalf of VSL.
- 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, which shall be paid by way liquidated damages in the event that:
- 10.6.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or VSL terminates 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, the Client shall be liable for:
 - a) Payment of all outstanding set up Charges, including repayment of any discount that may have been applied; and
 - b) Payment of any other discounts, subsidies, contributions or benefits that may have been applied; and
 - c) Payment of any cease Charges set out in the Tariff;
 - d) Payment of all number rental Charges due to the end of the Minimum Term;
 - e) Payment of all Call Charges incurred up to the date of termination.
 - 10.6.2 The Client terminates this Agreement for convenience prior to the end of an Additional Term or VSL terminates this Agreement prior to the end of an 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 any cease Charges set out in the Tariff;
 - b) Payment of all number rental Charges due to the end of the Additional Term;
 - c) Payment of all Call Charges incurred up to the date of termination.
- 10.6.3 The Client terminates 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;
- 10.7 The Client shall not be liable for termination Charges if 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 clauses 2.3 and 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 will be unable to provide the Services or part thereof;
 - 10.7.3 VSL at any time if 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 In respect of Non-Geographic Numbers that the Regulator has a supervisory role, VSL shall:
 - 10.8.1 Retain a proportion of every Call Payment which VSL is obliged to pay to the Regulator;
 - 10.8.2 Where VSL is notified by the Regulator that any sum is due to be paid to the Regulator (including administration charges and fines) which has not been paid, withhold Call Payments and pay such to the Regulator until the Regulator notifies VSL that the sum due has been paid.

11. LIMITATIONS

- 11.1 The provision of these Services by VSL is contingent upon the Client having a pre-installed Line, and equipment that is capable of terminating Calls at the Destination Number but is regardless of the Client's current service provider.
- 11.2 VSL does not make any representations that the Inbound Services will operate in combination with equipment that has not been provided by VSL.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, VSL shall also be entitled to suspend the provision of Inbound Services, in whole or part, without notice due to:
 - 11.3.1 Emergency maintenance or other emergency operational reason;
 - 11.3.2 Planned Maintenance or upgrades, subject to reasonable notice. VSL shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades;
 - 11.3.3 VSL is required by governmental, emergency service, regulatory body or other competent authority to suspend Services.

12. TOLL FRAUD

- 12.1 The Client is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Client shall pay all number rental and Call Charges whether the Client or a third party uses (without the authorisation of the Client) the Inbound 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 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 Inbound 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 Inbound 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 Inbound Services immediately without notice.

13. ADDITIONAL CONDITIONS THAT APPLY TO THE USE OF INBOUND SERVICES

- 13.1 The Client agrees to comply with and be bound by the Code of Practice of the Regulator (the 'Code') as amended from time to time.
- 13.2 The Client agrees to abide by any instruction, direction, recommendation or advice that the Regulator gives in general or express regard to the Client's use of Inbound Services.
- 13.3 VSL shall be entitled to immediately suspend or terminate Inbound Services if VSL reasonably believes that:
 - 13.3.1 The Client is in breach of the Code;
 - 13.3.2 The Inbound Services are being used fraudulently;
 - 13.3.3 The Client is not providing a bona fide service as recognised by the Regulator;
 - 13.3.4 The Client is conducting business illegally or for an illegal purpose;
 - 13.3.5 Inbound Services are being used in connection with fraud or other criminal activity against VSL, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic.
- 13.4 The Client shall provide VSL or the Regulator any information reasonably requested which relates to the Client's usage of Inbound Services.
- 13.5 The Client shall ensure that its registration with the Regulator for the receipt of the Inbound Services is current and is maintained for the duration of this Agreement; and
 - 13.5.1 Shall promptly provide evidence of such at VSL's reasonable request.
- 13.6 The Client also agrees that:
 - 13.6.1 VSL or the Regulator may monitor the Client's use of Inbound Services;
 - 13.6.2 VSL may withhold such payment sums as the Regulator may direct, which would otherwise be payable to the Client, until directed to release the payment;
 - 13.6.3 VSL shall pay refunds from withheld payments on the Client's behalf, when directed to do so by the Regulator;
 - 13.6.4 VSL may apply such withheld payments towards sums due in respect of fines, charges or other costs arising from the Client's breach of the Code, after deduction of costs or losses incurred by VSL in respect thereof;
 - 13.6.5 The Client shall be liable without limitation to VSL for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Inbound Services by the Client, its employees, agents and subcontractors;

- 13.6.6 The Client shall not make (nor allow anyone on the Client's behalf to make) calls to the Inbound Services other than at what VSL deems reasonable intervals for the purpose of testing that the service is working correctly.
- 13.7 The Client warrants that the supply to it of Inbound Services by VSL does not breach the terms of any sanction imposed by the Regulator on the Client, its employees, agents, subcontractors or third parties using its services.
- 13.8 Notwithstanding the provisions of clause 16 of the General Terms and Conditions, the terms of this clause 13 may be directly enforced by the Regulator in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 13.9 The Client shall be entitled to receive Call Payments from VSL based on the volume of call traffic generated by the use of the applicable Inbound Services number range, calculated by reference to data logged by VSL.
- 13.10 The rates at which the Call Payments are applied and monthly Payment Threshold are set out in the Order.
- 13.11 VSL shall make monthly Call Payments provided that the Payment Threshold is exceeded in the applicable calendar month. Call Payments that are not paid due to falling below the Payment Threshold will be carried forward to the following month.
- 13.12 Payments will be made by VSL no earlier than thirty days after the end of the month in which the Call Payments are accrued.
- 13.13 VSL shall be entitled to withhold payment of Call Payments:
- 13.13.1 Upon and during any period that the Inbound Services are suspended;
 - 13.13.2 If in VSL's reasonable belief, the Client is in breach of this Agreement;
 - 13.13.3 If VSL is made aware, or reasonably believes that the Client has increased payment entitlement by fraudulent or improper means;
 - 13.13.4 If VSL's supplier has failed to provide the corresponding payment;
 - 13.13.5 If the Regulator requests withholding the payment.
- 13.14 VSL shall be entitled to set off any Charges due to it against any payments due to the Client.
- 13.15 On termination of this Agreement the Client shall be entitled to receive all remaining accrued Call Payments subject to set-off against any termination Charges that may be incurred.
- 13.16 VSL shall be entitled to apply a monthly charge for each inbound number which does not carry any traffic for any period of three consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 13.17 If an inbound number is withdrawn by the Regulator or any of VSL's suppliers for reasons beyond VSL's control VSL shall recover the number(s) from the Client immediately; VSL will use reasonable endeavours to supply another, acceptable number.
- 13.18 The following limitations apply to the international access of Inbound Services:
- 13.18.1 VSL cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that the Client perform full compatibility tests prior to publishing any international number(s) provided by VSL;
 - 13.18.2 VSL cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;
 - 13.18.3 The Client accepts that additional restrictions to Inbound Services may apply in certain countries;
 - 13.18.4 The Client accepts that VSL is reliant on third parties for delivery of billable call records and there may be an unlimited delay in billing for international calls.

- 13.19 The Client shall provide to VSL not less than eight Working Days' notice of an Event or campaign of Events, such notice to include:
- 13.19.1 The date, time and duration of the Event or campaign of Events;
 - 13.19.2 The anticipated Call volume;
 - 13.19.3 The number of Lines available to receive the Calls;
 - 13.19.4 The expected minimum and average Call duration;
 - 13.19.5 The times that peak Call volume is anticipated.
- 13.20 The Client accepts that its failure to provide the notice set out in sub-clause 13.19 may result in VSL's Inbound Services being unable to accommodate the Event and that VSL may refuse to accommodate such an Event.
- 13.21 The Client shall immediately notify VSL in the event that it receives a request or instruction from the Regulator to suspend the Inbound Services.

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.

1. Inbound Services

Number Translation Service routes a Call made to a non-geographic number beginning with 08 or 03 to a hidden geographic or mobile Destination Number. The following number translation number ranges are provided:

1.1 0800 / 0808 prefixed numbers

The Call is free to the calling party.

The Client will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An inbound Call Charge for each Call
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is delivered to a mobile telephone number

1.2 0844 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Client will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is delivered to a mobile telephone number

1.3 0845 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Client will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An inbound Call Charge for each Call
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is delivered to a mobile telephone number

1.4 0870 / 0871 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge for the Call
- A Service Charge for the Call

The Client will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- A mobile Access Charge for each Call that originates from a mobile telephone
- An additional Charge for each Call if such Call is delivered to a mobile telephone number

The Client will be paid:

- A Call Payment which will be a proportion of the Service Charge paid by the calling party

1.5 030 / 033 prefixed numbers

The calling party will be charged for each Call:

- An Access Charge at the its supplier's standard rate for 01 / 02 access

The Client will be charged:

- A fixed monthly number rental Charge
- A set-up charge based on the number range selected
- An additional Charge for each Call if such Call is delivered to a mobile telephone number

2. Service Packages

VSL provides a number of Service Packages, which include different features. The Service Package subscribed to by the Client is set out on the Order. Services Packages include:

2.1 Inbound Basic

- Routeing to one Destination Number
- Routeing to multiple Destination Numbers

2.2 Inbound Advanced

- Routeing to one Destination Number
- Routeing to multiple Destination Numbers
- Routeing based on:
 - Time of day
 - Time of week
 - Special date
 - Proportional call distribution
 - Divert on busy
 - Geographic-based routeing
- Call handling features:
- Condition-based routeing
 - Simple in-line messaging
 - Caller-provided information
 - Caller ID

- Reporting and statistics
- Call termination features:
 - Announcement
 - Follow-me (and to mobile)
 - Message links

2.3 International Number

- International Non-Geographic Numbers

3. Helpdesk

3.1 VSL's Helpdesk provides support and assistance in the use of the Inbound Services, including the following:

- 3.1.1 Provision of help and guidance in the use and configuration of the Inbound Services;
- 3.1.2 Management of the prompt resolution of Faults arising within the Inbound Services which are identified by VSL's monitoring system;
- 3.1.3 Management of the prompt resolution of Faults and issues arising within or with the use of the Inbound Services which are raised by the Client;
- 3.1.4 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
- 3.1.5 Escalation management if required in the event of protracted issue resolution;
- 3.1.6 Management of Change Requests;
- 3.1.7 Remote access support if possible and appropriate;
- 3.1.8 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault;

3.2 Direct Clients shall make requests for assistance by one of the following methods:

- 3.2.1 By Email to VSL's Helpdesk: support@vslgroup.co.uk
- 3.2.2 By Telephone to VSL's Helpdesk: 0800 093 3000
- 3.2.3 Requests for changes to system configuration should be sent by email, providing as much detail as possible.

3.3 Indirect Clients should make requests for assistance to the Reseller.

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

4. Service Level Agreement

4.1 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.

4.2 VSL shall make reasonable endeavours to ensure that the Inbound 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 Inbound Services and VSL does not make such warranty. Reasons for reduction in functionality or unavailability of the Inbound Services include, but are not limited to:

- 4.2.1 Faults occurring within the underlying telephony services and connectivity;
- 4.2.2 Faults occurring in the PSTN;
- 4.2.3 Planned maintenance (VSL will provide reasonable notice in the event of such maintenance);
- 4.2.4 Emergency maintenance;
- 4.2.5 Force Majeure events.

5. Complaint Handling

- 5.1 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	Help Desk	0800 093 3000
2	Service Manager	
3	Account Manager	
4	Operations Manager or Sales Manager	

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