Supplementary terms for the supply of SIP Trunking 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 Services' means the physical connection between the Client's site and the Core Network, which for the avoidance of doubt, are not provided under the terms of these Supplementary Terms.

1.2 '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.

1.3 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to the Client by VSL under the terms of this Agreement.

1.4 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.

1.5 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.

1.6 'Core Network' means the communications equipment and communication lines and circuits provided by VSL excluding the Access Services, the Public Internet and the Customer-Premises Equipment, for the provision of the Telephony Services.

1.7 '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 and media gateways.

1.8 'Emergency Call' means a Call made to either '999' or '112'.

1.9 'Emergency Services Organisation' means emergency service organisation including police, fire brigade and ambulance service.

1.10 'End User' means a user of the Services subscribed to by the Client.

1.11 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.

1.12 'Helpdesk' means VSL's dedicated team of support specialists.

1.13 'LAN' means local area network situated at the Client's site(s) and under the control of the Client.

1.14 'Line' means connection that is provided to the Client by VSL under the terms of this Agreement.

1.15 'Microenterprise or Small Enterprise Customer' means a Client acting in the course of a business which is carried on by that Client, and for which no more than ten individuals work (whether as employees, volunteers or otherwise), but who is not itself a provider of communications services.

1.16 'Ofcom' means the Office of Communications or any competent successor.

1.17 'PBX' means private branch exchange situated at the Client's site(s) and under the control of the Client.

1.18 'PCI-DSS' means the Payment Card Industry Data Security Standard.

1.19 '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.

1.20 'SIP Trunking Platform' means VSL's Core Network-located gateway which provides routing for Calls.

1.21 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.

1.22 'Subscriber Number' means the number(s) allocated by VSL for use by the Client.

1.23 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.

1.24 'Telephony Network' means the public switched telephone network or any successor technology.

1.25 'Telephony Services' means the services set out in the Service Schedule.

1.26 '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 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 Telephony Services and support services as set out in the Order and described in the attached Service Schedule. VSL shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.

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 site survey(s), installation work 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 SIP Trunking Telephony Services;

3.3.2 The provision of Subscriber Numbers and directory entries as specified by the Client;

3.3.3 The porting of existing geographic numbers (subject to the existence of appropriate porting agreements);

3.3.4 The provision of services to enable the Client to make and receive Calls via the SIP Trunking Platform, the Public Internet and the Telephony Network;

3.3.5 The provision of a Helpdesk during the hours set out in the Service Schedule;

3.3.6 If set out on the Order, installation of Equipment at the Client's site and basic training in the use of the Equipment and Services;

3.3.7   The configuration of CPE routers, media gateways or other Equipment provided under the terms of this Agreement or any other agreement with VSL for the supply of enabling services; and

3.3.8   The provision of a basic online itemised billing facility.

3.4   During the term of this Agreement, VSL shall be entitled to:

3.4.1   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;

3.4.2   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.

3.4.3   For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in VSL's reasonable opinion, such Calls are adversely affecting the Telephony Services, may suspend the provision of the Telephony Services.

3.5   In addition to its obligations set out the General Terms and Conditions attached hereto, VSL also warrants that it and its suppliers shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.

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.

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 Calls, 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 Core Network or SIP Trunking Platform (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 party or service provider to route Calls, emails or other communications through VSL's Core Network or SIP Trunking Platform;

4.2.7   Obtain access to restricted areas of the Core 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 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   If the Client uses auto-diallers to make automated Calls via the Telephony Services, 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;

4.3.3   That VSL shall be entitled to restrict or suspend the Telephony Services in the event that the provisions of this clause are breached.

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:

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   If (beyond VSL's reasonable control) Calls are routed other than by VSL's SIP Trunking Platform:

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 5.7 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   Provide a LAN at each Client site, the performance of which conforms to the requirements for delivery of the Telephony Services, as set out in the Annex to the attached Service Schedule.

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 Fault.

5.9   Comply with all applicable laws and regulations, including, but not limited to data protection, voice over IP 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   Provide to the Client with copies of documentation required to assist its use of the Telephony Services and access to where such documentation exists only on a web interface.

6.3   Make available a Helpdesk that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Services-related Faults raised by the Client.

6.4   Respond to fault reports made by the Client and make reasonable endeavours to repair any fault that is within the Telephony Services or directly caused by VSL, its employees, agents, subcontractors or suppliers:

6.5   Make reasonable endeavours to provide the Telephony Services by the RFS Date, but shall have no liability in the event of failure to do so.

6.6   Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons VSL may place on the Telephony Services.

6.7   Comply with the Client's requirements regarding telephone directory listing, as set out in the Order.

6.8   Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Client's requests for number porting and sub-allocation.

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 and the Client agrees not to sell, transfer or otherwise re-allocate the number to a third party.

8.2 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 or to its nominee.

8.3 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 malicious data including, but not limited to viruses, Trojan horses or spam.

8.4 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

    8.4.1 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.

8.5 If 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.

8.6 VSL shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by VSL.

8.7 VSL may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Telephony Services.

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 will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by Ofcom in respect of the provision of the 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.

9.3   On termination, all Subscriber Numbers allocated to the Client under the terms of this Agreement shall be transferred to VSL and subject to the appropriate number porting agreements being in place between suppliers, may be transferrable to the Client's new supplier; and

9.3.1   It is the Client's sole responsibility to make any request for the porting of Subscriber Numbers to the new supplier;

9.3.2   VSL shall be entitled to charge the Client for the porting of each Subscriber Number.

10.   CHARGES AND PAYMENT

10.1   In general, invoices for installation and setup, including number porting and sub allocation, 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 Call Charges, whether made with the authorisation of the Client or not and any other incurred Charges, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.

10.2   VSL shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Client commences use of the Telephony Services. If 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   Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.

10.5   Call Charges are based on number of second's duration, rounded up. Call Charges are set out in the Order and Tariff.

10.6   Calls made by the Client to numbers prefixed 0800, 0808, 03 and 0500 will be free of charge.

10.7   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.

10.8   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.

10.9   The Client shall be liable for termination Charges, which shall be paid by way of liquidated damages in the event of:

10.9.1   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.

10.9.2 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.

10.9.3 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.

10.10 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.

10.11 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 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 Telephony Services. In such circumstances VSL shall, having exhausted all reasonable alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected site(s).

11.2 The Client acknowledges that some number ranges may not be supported by VSL and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between VSL's supplier and the previous or current number range holder.

11.3 Under the terms of this Agreement, VSL shall have no responsibility for, or liability in relation to the Client's LAN and the performance thereof.

11.4 VSL does not issue or control the IP address to be used with the Telephony Services. Access to any use thereof is authorised and controlled by the relevant internet authorities and if the address ceases to be available, VSL shall be entitled to withdraw or change such.

11.5 The Client acknowledges and agrees that VSL shall be entitled to withdraw any CLI that has been allocated to the Client but has remained unused for a period of three months; and the Client agrees:

11.5.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;

11.5.2 That VSL or its supplier shall be entitled to check that allocated CLIs are in proper use.

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 incurs the Charges (without the authorisation of the Client).

12.3 The Client is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Client is liable for all Charges incurred.

12.4 The Client agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:

12.4.1 Regularly changing system passwords;

12.4.2 Regularly changing user passwords;

12.4.3 Changing passwords as appropriate when employees leave;

12.4.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;

12.4.5 Barring premium-rate numbers wherever practicable;

12.4.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Client doesn't deal with;

12.4.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.

12.4.8 Ensuring that any software used in conjunction with the Telephony Services is tested for malware including viruses, Trojan horses, logic bombs and worms.

12.4.9 Ensuring that the Client's telephone systems are fully protected against known vulnerabilities.

12.5 VSL shall not be liable for any losses, costs or damages arising from Toll Fraud.

12.6 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:

12.6.1 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;

12.6.2 VSL shall not be liable for any charges or liabilities incurred by the Client prior to the suspension of Telephony Services.

12.7 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.

13. SIP TRUNKING TELEPHONY SERVICES

13.1 The point of connection for the Telephony Services is the LAN facing port(s) pre-configured CPE router provided by VSL. VSL shall not be responsible for transport of data to telephone handsets via the LAN.

13.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Client's site.

13.3 If any CLIs allocated to the Client under the terms of this Agreement are not used for a period of six months, VSL shall be entitled to re-allocate such CLIs on one week's written notice.

13.4 The Client acknowledges that VSL's Telephony Services are not a public telephony service and as such only confers limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via the Telephony Services in the event of:

13.4.1 Power outage at the Client's site;

13.4.2 Failure in the Client's LAN;

13.4.3 Failure / outage of the Telephony Services;

13.4.4 Failure of the Public Internet.

13.5 With regards to its obligations to make available facilities for placement of public Emergency Calls, the Client undertakes to:

13.5.1 Maintain a means for making Emergency Calls in the event of power outage or failure (howsoever occasioned) of the Telephony Services;

13.5.2 Provide VSL with accurate location details regarding each Telephony Services-based CLI and keep VSL up to date with changes to such details;

13.5.3 Instruct its End Users about the limitations of IP-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on Telephony Network or mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via the Telephony Services.

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.

Telephony Services

1.   SIP Trunking Telephony Services

1.1   SIP Trunking provides a secure virtual private network connection from the Client's PBX to the SIP Trunking Platform. The SIP Trunking Platform transits voice Calls between the Client's PBX and the Telephony Network. SIP Trunking Telephony Services comprises the following components:

1.1.1   The SIP Trunking Platform which is located in VSL's Core Network.

1.1.2   A media gateway that is located at the Client's premises. Dependent on the technical specification of the Client's PBX, the media gateway may not be required.

1.2   The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

1.2.1   Access Services to connect to the Core Network;

1.2.2   PBX equipment;

1.2.3   Telephone handsets;

1.2.4   LAN components.

1.3   VSL may provide some or all of the equipment and services listed in sub-paragraphs 1.2.1 to 1.2.4 under the terms of other agreements.

2.   Emergency Call Access Service

VSL shall make reasonable endeavours to convey Emergency Calls to its emergency handling centre and provided that the geographic location of the Emergency Call can be determined, the emergency handling centre will hand over the Emergency Call to the appropriate Emergency Services Organisation. If the geographic location of the Emergency Call cannot be determined, the emergency handling centre will liaise with the Client to attempt to identify the geographic location of the Emergency Call. This service is only available for Calls that originate in the United Kingdom from CLIs with 01, 02, 03, 055, 056 or 08 prefixes. The provision of this service is subject to the performance by the Client of its obligations under the terms of this Agreement, and the Client's attention is drawn to the particular provisions of clause 13 which relate.

Non-Telephony Services

3.   Helpdesk

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

3.1.1   Provision of help and guidance in the use and configuration of the Telephony Services;

3.1.2   Management of the prompt resolution of Faults arising within the Telephony Services;

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 Monday to Friday 9.00am to 5.00pm, excluding public holidays.

4. Service Level Agreement – General

4.1 The entire service level agreement is set out in this paragraph 4, paragraphs 5 and 6.

4.2 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.

5. Service Level Agrement – Service Availability

5.1 VSL's target availability for the Telephony Services is 99.95%.

5.2 Service availability is defined as the availability of the SIP Trunking Platform and Core Network to provide the Telephony Services over a stated period of time (any calendar month). Service availability is calculated as:

100 x (Total time in the period – unplanned Downtime) / Total time in the period

5.3 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:

5.3.1 Faults occurring in the Telephony Network;

5.3.2 Faults occurring in the Public Internet;

5.3.3 Faults occurring in the Core Network or the SIP Trunking Platform;

5.3.4 Planned maintenance (VSL will provide five Working Days notice in the event of such maintenance);

5.3.5 Emergency maintenance;

5.3.6 Force Majeure events;

5.3.7 Faults or degradation of quality of service in the Access Services or the Client's LAN.

6. Service Level Agreement - Response and Recovery Times (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.

Measure	Priority 1	Priority 2	Priority 3	Priority 4

Response Time	Two Working Hours	Four Working Hours	Eight Working Hours	Five Working Days
Recovery Time	Six Working Hours	Eight Working Hours	Twenty four Working Hours	n/a

6.2 Service Credits

6.2.1 If the recovery time exceeds the target recovery time for a Priority 1 Fault 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-paragraphs 6.2.1 and 6.2.2 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 End 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 Elapsed time is calculated as stop time minus start time minus any parked time, where:

6.4.1 Start time is the time that a Fault is logged on VSL's fault handling system.

6.4.2 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.

6.4.3 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	Help Desk	0800 093 3000
2	Service Manager	

Escalation Level	Role	Contact Details
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.

Annex to Service Schedule

1.   Technical Requirements of the Client's LAN

To support the Telephony Services:

1.1   The LAN must be configured to support both IEE 802.1p (Quality of Service suitable for prioritising Real Time Protocol and voice signalling over other forms of data).

1.2   The Client's routers must be capable of supporting RFC2474 (Differentiating Services).

1.3   LAN switches must be capable of supporting multiple VLANs.

1.4   Either LAN equipment should be capable of supplying inline power to telephone handsets or external power must be available.

1.5   The performance LAN must meet the following criteria:

1.5.1   Packet latency must not be greater than 50ms;

1.5.2   Packet jitter must not be greater than 20ms;

1.5.3   Packet loss must not be greater than 0.2%.