

Barton Telecom Services Ltd Terms & Conditions

Definitions:

In these terms & conditions, unless the context requires otherwise, the following expressions shall have the following meanings:
“**BTS**” means Barton Telecom Services Ltd (Company Registration Number 04257894) registered office: Unit 3 Mallard Court, Mallard Close, Earls Barton, Northampton NN6 0GA and includes its successors.

“**Act**” means the Telecommunications Act 1984 and amendments to this act that may be made from time to time.

“**ADSL Broadband**” a type of copper broadband service.

“**Bandwidth Contention**” The amount of people or devices sharing a broadband.

“**Bundle**” any inclusive call, text or data allowances which may form part of the Services and are set out in the Customer Service Agreement.

“**CPS**” means carrier pre-select and is the method of routing calls over the telecommunications network by way of BT transferring calls at the local exchange to alternative telecommunication suppliers.

“**CDR**” means call data records. This is an official list of all calls made from a particular phone number and is sent to BTS each calendar month.

“**Cease Fee**” a fixed fee chargeable per subscription on termination for any reason.

“**Commencement Date**” is as defined in condition 1(a).

“**Conditions**” these terms and conditions as amended from time to time in accordance with condition 27(g).

“**Contract**” means the contract between the Customer and BTS for the supply of the Equipment or Services or Equipment and Services in accordance with these Conditions.

“**Customer**” means the person, firm or company specified on the Customer Service Agreement any other person appearing to act within that persons firms or company authority and includes where relevant the Customers permitted assigns

“**Customer Service Agreement**” means an order form titled (including but not limited to) a Customer service agreement, a leased line agreement or a business mobile services agreement incorporating these Conditions, and to which these Conditions are attached or which is expressed to be subject to these Conditions, which sets out the detail of the order, including (without limitation) the Customers details and the Equipment and/or Services to be supplied under the Contract.

“**DOS**” a denial of service attack or breach meant to shut down a machine or network, making it inaccessible to its intended users, due to illegal network entry by persons unknown and without the Customer’s permission.

“**End User**” means a user of the of the Services and/or Equipment including but not limited to the Customer its staff, workers and contractors.

“**Firewall**” is a network security device that monitors incoming and outgoing network traffic and permits or blocks data packets based on a set of security rules.

“**Equipment**” means the mobile device(s) (if any) and associated equipment and any Managed Equipment detailed in the Customer Service Agreement.

“**Hacks or Breaches**” means unauthorised use, illegal entry or break into a Customer owned network by unauthorised third parties whether internal or external.

“**Incorrect Programming**” means programmable changes made to the operation of the Services which cause it to operate incorrectly.

“**IT Network**” means the Customer owned computer network, configurations, Firewalls, and cable infrastructure comprising of any I.T. services and equipment owned and operated by the Customer or the Customers’ employed or contracted engineers / IT specialists or service staff.

“**LCP**” is a losing communications provider being the service provider from which numbers are being Ported.

“**Leased Line**” is a private uncontended internet connection delivered directly to the Customer’s premises for the exclusive use of the Customer’s business alone to be provided under the Contract.

“**Leased Line Equipment**” is any Managed Equipment provided for the purposes of a Leased Line.

“**Managed Equipment**”. Equipment owned by BTS or its Providers which is rented to the Customer during the term of the Contract must be returned to BTS at the end of the Contract.

“**Minimum Callout Charge**” BTS’ set minimum call out charge from time to time details of which are available on request.

“**Minimum Term**” is 12 months or in the case of a Leased Line 36 months or such longer period as set out in the Customer Service Agreement.

“**Normal Working Hours**” Monday to Friday 8.30am to 5pm (excluding bank holidays and the period between Christmas Eve and New Years Day.

“**Out of Bundle Charges**” are charges for calls, texts and/or data usage that exceed any permitted allowance and charged at the defined rates for the areas of usage.

“**Out of Hours**” means work that is taken outside of the Normal Working Hours.

“**LOA**” is a document signed by the Customer giving permission to Port. This is a legal requirement of all mobile phone service providers.

“**Porting**” “**Port**” or “**Ported**” together mean the transfer of phone numbers from the Customers’ existing phone supplier’s network to a Provider.

“Premium Care Service” This is an enhanced care level service provided by a Provider.

“Presentation Number” is the number shown to the caller when dialling out from a phone.

“Previous Supplier” is as defined in condition 3(a).

“Provider” is any third-party service provider, equipment provider or telecommunications reseller that BTS chooses to purchase Equipment or Services from in order to fulfil the Customer Service Agreement.

“QoS” is quality of service technologies that work on a network to guarantee its ability to dependably run high-priority applications and traffic under limited network capacity.

“SLA” is a service level agreement setting out minimum response times to service requests.

“Service Connection Point” is the location of the Providers (including BT) cable entry to a Customer’s premises.

“Service Outages” is the discontinuity in the provision of a service due to local or systematic failures of the service provision infrastructure.

“Services” means any VoIP Services, line rentals, CPS, broadband, Leased Lines, voice services direct or indirect, SIM only tariffs and/or any other services detailed in the Customer Service Agreement.

“SIP” means Session Initiated Protocol phone lines, channels, or trunks which carry telephony call traffic.

“Range Holder” is the communications service provider who originally owned the phone numbers.

“Rate of RPI” means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an RPI Increase.

“RLAH” means “Roam Like at Home” for mobile phones using agreed data and phone call allowance.

“VOIP/Hosted Services” means Voice over Internet Protocol telephony services including but not limited to SIP, hosted & VOIP telephone systems.

“Wayleave Agreement” is permission from the owner of the land to conduct work on their land.

“Whitelist” is to allow certain incoming email addresses to be allowed through Firewall or spam filtering software.

“WLR” means Wholesale Line Rental from BT.

“World Traveller Select” is a daily payment addition or bolt on which allows the use of UK minutes and data allowances.

1. Basis of Contract

- a. The Customer Service Agreement constitutes and offer by the Customer to purchase the Services or purchase or rent the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Customer Service Agreement are complete and accurate. The Contract shall come into existence on the date the BTS issues written acceptance of the Customer Service Agreement (Commencement Date)
- b. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing

2. The Services and Equipment

- a. Subject to these Conditions BTS undertakes to provide the Customer with the Services and/or Equipment.
- b. BTS undertakes to provide reasonable care in the provision, operation and ongoing maintenance of the Services subject to the geographical coverage of any Provider from time to time and any other limiting factors not under the BTS’ control, BTS will use its reasonable endeavours to make the Services available to the Customer throughout the term of the Contract.
- c. BTS undertakes to provide notice to the Customer of any likely delay that may be caused to the initial delivery of the Services and/or Equipment and shall use its reasonable endeavours to ensure that any delay is overcome as soon as practicable.

3. Service Connection

- a. Where a Customer has a pre-existing agreement for services and/or equipment from another supplier, provider or reseller (as the case may be) (Previous Supplier), then it will be the responsibility of the Customer to end their agreement with the Previous Supplier. Any outstanding contractual costs, obligations and penalties levied by the Previous Supplier will be the sole responsibility of the Customer and the Customer will indemnify BTS in relation to any such costs.
- b. Where the Customer is not a party to a pre-existing agreement for services and/or equipment from a Previous Supplier, BTS shall use its reasonable endeavours to connect the Customer to the Services and supply any Equipment as soon as practically possible. Such connection and supply is subject to Porting and installation times and any other reason BTS may be prevented from completing the connection or supplying the Equipment.

4. Duration

- a. When a Customer has signed and/or accepted the Customer Service Agreement, the Customer shall be liable for all and any costs associated with the Customer Service Agreement, including but not limited to installation costs, termination

costs, order costs, and costs payable by BTS to any Provider, or any costs that have been accrued in the pursuance of work that is required to deliver the Services and/or Equipment set out in the Customer Service Agreement.

- b. The date on which the Services will be operational will be the date of delivery of the Equipment and/or the final installation of the Services and/or Equipment whichever is the later and the Contract will run to the end of its Minimum Term and then will continue as a rolling month by month basis until the Contract is terminated in accordance with these Conditions.
- c. Following expiry of the Minimum Term the Customer may terminate the Contract and/or any Services on 30 days written provided always that in the case of a Leased Line 90 days written notice of termination must be given to BTS by the Customer.

5. Use of the Services and Equipment

- a. The Customer shall be responsible for the safe custody of any Equipment supplied by BTS, or by any other Provider. The Customer will also be responsible for the safe use of the Services, or/any Equipment provided during or after the installation of the Services and or Equipment.
- b. The Customer shall maintain its telecommunications apparatus in good working order and conform with the relevant standards or approvals for the time being designated.
- c. The Customer will provide BTS with any relevant information regarding its telecommunication equipment and existing services on request from BTS to enable smooth and correct installation and maintenance of its Services and/or Equipment.
- d. If in BTS' reasonable opinion a Customer's call profile is indicative of fraudulent activity and BTS has been notified of this by a Supplier, then BTS reserves the right to suspend service immediately without notice.
- e. Throughout the term of the Contract, the Customer shall not:
 - i. Cause any attachments, other than those approved for connection by BTS, to be connected to the Services. Any equipment or additions must be checked with BTS. BTS will not be responsible for the incorrect working or operation of any additional equipment purchased from other suppliers or used by the Customer on the Services.
 - ii. Contravene the Act or any other relevant regulations or licences.
 - iii. Use any of the Services and/or Equipment as a means of communication for a purpose other than for which the Services were provided.
 - iv. Use the Services and/or Equipment in a manner which constitutes a violation or infringement of the rights of any 3rd party.

6. Access to premises and provision of information

- a. To enable BTS to exercise its obligations under the Contract, the Customer shall procure permission for BTS, and any other person(s) authorised by BTS to have reasonable access to its premises and any Service Connection Points and shall provide such reasonable assistance as BTS may request. If access is refused, or if access is not possible for any reason, then BTS reserves the right to raise abortive visit charges to the Customer, plus any relevant charges received from any BTS's contractors or Providers.
- b. The Customer shall inform BTS of any specific premises access requirements e.g., security clearance, extended notice, safety inductions, before a visit is carried out.
- c. Should the Customer require a risk assessment and method statement, either generic or site specific, the Customer must ensure BTS are informed immediately, otherwise this could result in the need for an additional survey to take place and delays to the order/installation. Please be aware that additional charges may be charged for site specific risk assessments and method statements.
- d. BTS normally carry out work by appointment during Normal Working Hours but may request the Customer to provide access at other times, although such a request shall not oblige the Customer to provide such access.
- e. At the Customer's request, BTS may agree to work Out of Hours and the Customer shall pay BTS' reasonable overtime charges for accommodating such a request.
- f. BTS will notify the Customer of any access appointments from its Providers requiring entry to the premises to rectify line faults or installation of Services and/or Equipment. This will be sent via text, email, or telephone call. Any missed appointments will incur abortive visit charges from the Provider which will be payable by the Customer.

- g. The Customer must inform BTS of any changes of company or personal details including but not limited to contact names, telephone numbers, email addresses, site addresses and billing addresses, and company numbers.

7. Suspension of Service

- a. BTS may at its sole discretion suspend the Services without any claim for compensation from the Customer in any of the following circumstances:
 - i. Failure by the Customer to make the payment required under any invoice issued to it within 30 days of receipt of that invoice.
 - ii. The requirement of either party to comply with a request from the government, police, or other competent authorities.
 - iii. If in the reasonable opinion of BTS the Customer is likely to fail to pay any outstanding amount due.
 - iv. Upon the occurrence of any event beyond reasonable control by BTS.
 - v. Upon the Customer breaching any part of the Contract.
 - vi. Upon notification by the Customer to BTS of any of the circumstances set out in conditions 26(a) and (b).
- b. Where BTS decides to suspend the Services in accordance with condition 7(a), it shall provide the Customer with prior written or emailed notice of its intention to do so.

8. Limitation of Liability

- a. Subject to conditions 8(b) 8(d) and 8(e), under no circumstances shall the BTS' liability to the Customer arising under or in connection with the Contract whether in contract, tort (including without limitation negligence), misrepresentation, breach of statutory duty or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of any of BTS obligation under a Contract, in respect of those liabilities in any year of the Contract exceed the lower of:
 - i. 100% of the charges paid for the Services and/or Equipment and/or the Services giving rise to those liabilities in the previous year of the Contract (which in the case of liabilities arising in the first year of the Contract, the relevant limit shall be deemed to be £5,000 (five thousand pounds)), or
 - ii. £5,000 (five thousand pounds).
- b. Subject to condition 8(d) under no circumstances shall BTS be liable in any event under or in connection with the Contract whether in contract, tort (including (without limitation) negligence), misrepresentation, breach of statutory duty or otherwise for any:
 - i. loss of revenue (whether direct, indirect or consequential);
 - ii. loss of business (whether direct, indirect or consequential);
 - iii. loss of contracts (whether direct, indirect or consequential);
 - iv. loss of, damage to or corruption of data or software (whether direct, indirect or consequential);
 - v. loss of anticipated savings (whether direct, indirect or consequential);
 - vi. loss of profits (whether direct, indirect or consequential);
 - vii. liability of the Customer to third parties (whether direct, indirect or consequential); or
 - viii. indirect, consequential or special losseswhether or not BTS knew or ought to have known that such losses or damages might be incurred
- c. Neither party shall be liable to the other party for any breach of any provision of the Contract (whether in breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty or otherwise) caused by any reason outside the reasonable control or responsibility of that party including, without limitation, in respect of the Services and/or Equipment supplied by BTS, the failure of any Provider to provide network services (or any element thereof) to BTS on which it was reliant for the purposes of the Contract, any Act Of God, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, any act or omission of Government, highways authorities, other telecommunications operators or other competent authorities.
- d. Nothing in these Conditions excludes or restricts either party's liability for;
 - i. death or personal injury resulting from that party's negligence, or its employees negligence (whilst acting in the course of their employment);
 - ii. any fraud, fraudulent misrepresentation or fraudulent misstatement;
 - iii. any indemnity given under these Conditions; and/or
 - iv. anything for which the Parties cannot at law limit or exclude their liability.
- e. BTS shall have no liability to the Customer in the following circumstances;

- i. any call divert charges if the Services fail to operate and the Customer diverts call traffic to another service provider or phone call carrier.
 - ii. any WLR broadband faults, any VOIP/Hosted Service or SIP network faults and / or Service Outages and delays.
 - iii. any Services and /or Equipment failures due to IT Network failures including but not limited to router & data switch failures, firewall breaches, security breaches and/or Hacks and Breaches or any similar failures.
 - iv. any Service and / or Equipment failures due inter alia to the failure of a Provider to supply the Services to BTS.
 - v. any costs resulting from Hacks or Breaches including fraudulent call spends, firewall attacks, DOS, router or switch configurations.
 - vi. any costs incurred if the Services are used without the Customer's full knowledge and consent or otherwise including but not limited to all call costs including unbarred premium rate calls, data costs or labour costs incurred by any security breaches, and calls made by any third party gaining unauthorised access to your telephony systems.
 - vii. any costs due to any changes made by the Customer, whether purposely or accidentally which cause the Services to not operate correctly and create security threats or Hacks and Breaches. A charge may be incurred should BTS engineers be required to rectify any of these types of changes or Incorrect Programming caused by the End User. BTS will not be responsible for any security breaches caused by Incorrect Programming made by the End User.
- f. As the Services shall be run through the IT Network and Providers telephone lines, broadband, fibre cables and Leased Lines and IT networks owned by third party suppliers, providers, resellers BTS are dependent on the correct running, provision, and maintenance of the Services. Nothing in the Contract shall be construed as affording the Customer anything in the way of a 'fault free guarantee' by BTS in the provision of the Services.
- g. Where a Customer chooses to take a Contract of 1 year or longer duration which includes a phone handset, then this phone handset is covered by a 1-year warranty to BTS. If the phone fails through normal wear and tear after the 1 year term has expired, then the Customer is liable for the cost to replace this phone. In the case of the phone having gone to 'End of Life' and discontinued from production then BTS may still charge for the replacement. This may be a refurbished model if such is available. Any phones during the one-year warranty period that have failed due to non-normal wear and tear will be replaced at the cost to the Customer for the full value of the new or refurbished replacement phone.

9. Charges & Payment

- a. The Customer shall be charged monthly by BTS via Direct Debit for the Services and /or Managed Equipment and agrees to pay charges to BTS within 14 days from the date of invoice. The Customer must sign a Direct Debit agreement with BTS before the Services are implemented, which will be sent by email from BTS and will contain a link to the Direct Debit billing provider. Where BTS agrees at its sole discretion that a Customer may pay by bank transfer, such payment must be received within 14 days from the date of invoice BTS reserves the right to charge a monthly administration fee if it agrees that the Customer is not required to pay by Direct Debit.
- b. Any Equipment purchased will be invoiced on delivery.
- c. Invoices will be sent by the BTS billing provider on a monthly basis usually on or around the 9th of each calendar month (subject to holidays, weekends) and any supplier delivery delays that may happen from time to time. The invoices will come from the BTS billing supplier and will have the address accounts@barton-telecom.co.uk. Customers must Whitelist the email address Mail.smtp2go.com to ensure servers do not bounce this as spam and add also spf.smtp2go.com to the Customers SPF Record. To change a SPF record, Customers should contact their webhost for assistance.
- d. Customers will have access to the BTS online billing portal which allows Customers to sign in to retrieve their billing data and more call information. This is accessed via the 'My Billing' section on the BTS website www.barton-telecom.co.uk. Please follow the online instructions for set up. Customers will need details from a BTS invoice to do this. The billing portal is linked to the main billing email address.
- e. The first Services invoice received may be higher than on-going ones, due to pro-rata charging. This may contain a part of a month plus a full month, depending on when billing commenced.
- f. BTS may increase the monthly subscription charges for the Services on 30 days' notice by the increase (if any) in the Rate of RPI.
- g. If at any time during the term of the Contract, BTS is charged increased prices by its Providers which are greater than the Rate of RPI for that period, BTS will be entitled to increase charges to the Customer by providing 30 days' notice by email, or phone bill first page notification of such an increase.

- h. Call usage charges are calculated or logged by the date recorded by BTS and not by reference to the data recorded or logged by the Customer.
- i. When a Customer serves notice in accordance with condition 4(c) to end billing and discontinue Services at the end of a given month, then the following month a bill for calls may still be sent as call charges run one month or two months behind. A service may end on the 28th day of February but calls during February are not received by BTS until March billing so a 'calls only' bill may be then generated to the Customer.
- j. All sums referred to in the Contract are exclusive of VAT and any taxes of a similar nature that may be introduced from time to time.
- k. In cases where phone lines/numbers are transferred to BTS, the Customer agrees to pay for any additional services which may exist on the lines that the Customer may not have made BTS aware of on the Commencement Date regardless of whether these services are billed to BTS by the Provider (including but not limited to telephone book entries that may be billed annually by BT), caller identity presentation and diverts. It is the Customers responsibility to notify BTS of any additional services/features that may be present on the lines/numbers.

10. Mobile Phone Services, Call Charges, Data & Out of Bundle Charges and Roaming

- a. Out of Bundle Charges will be raised to the Customer if any Bundle is exceeded. These charges are dependent on the type of call being made or received and may be charged as a pence per unit charge or a per 1 second incremental charge. In the case of data over Bundle usage then this will be charged per unit of data used extra.
- b. When a Customer agrees to take up the Services some Out of Bundle Charges may be incurred. This may apply to calls made from landlines, SIP or VoIP/Hosted Services & mobiles and the usage of data on certain broadband packages. Certain types of calls will not be included in a Bundle, including but not limited to calls to 08 and 09 numbers, calls to non-main UK mobile networks (see condition 12(d) below), call to some 03 numbers and international calls. Where the Customer Service Agreement specifies a total amount of Gigabytes of data to be included any amounts of data used over and above this amount will incur a 'per extra unit of data used' charge
- c. BTS will not be held responsible for any Customer owned computers/devices that may cause the data allowance to be exceeded. BTS will endeavour to notify the Customer of a potential over usage charge if it is reasonably able to do so.
- d. World Travel Select allows users full access to their UK Bundles and allowances whilst roaming worldwide for a fixed fee per day. BTS will supply Customers with details of the daily fixed fee and where World Travel Select is available on request. If an End-User exceeds their UK Bundle or allowances, then they will be liable for Out of Bundle Charges.
- e. Any unlimited data Bundle set out in the Customer Service Agreement is unlimited where usage is appropriate to the subscription type. Inappropriate usage which would be outside an unlimited data Bundle would include the following:
 - i. Any usage outside normal commercial practice.
 - ii. Any usage made via automated means.
 - iii. Any usage that damages or impairs the usage network.
 - iv. Any usage considered fraudulent, abusive, illegal or a nuisance.
 - v. Data usage where users regularly tether to several devices or have used 650GB of data twice within a 6-month period.
 - vi. Data usage when roaming outside of the UK and using more than 25GB within a single billing period. In the instance of unlimited data tariffs then after the initial 25GB roaming fair usage allowance is exceeded then per GB charges will apply.
- f. BTS may investigate usage to ascertain whether unlimited usage falls within the examples of inappropriate usage in condition 10(e) above. If inappropriate usage is determined, BTS reserves the right to restrict Services, adjust the plan or terminate the Contract based on the severity of the misuse. This will be advised by phone call, email or letter to the person/company concerned.
- g. BTS does not allow SIMs to be used in any equipment (including but not limited to Gateways/Artificially Inflated Traffic AIT) which enables the routing of calls or data (including without limitation, text, or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile-to-mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice, or data services. BTS reserves the right to suspend the service without notice should BTS believe that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the Customer.

- h. In line with RLAH legislation, BTS has a fair usage policy to ensure End User allowances are being used for purpose whilst roaming abroad subject to usual usage allowances and the Customer being liable for any excess amounts charged outside the usual usage allowance.
- i. Inclusive roaming services on BTS mobile tariffs have been built for business users who travel abroad periodically, and NOT those who roam across foreign networks on a semi-permanent or permanent basis.
- j. If a Customer or End User uses their mobile in destinations outside the UK that qualify for inclusive access to Bundles, including those countries that qualify for daily roaming services such as World Traveller Select and/or legislation such as RLAH, and they have spent more time abroad than at home and roaming use exceeds domestic use, BTS will consider them a permanent roamer and charges will apply in line with our standard roaming Out of Bundle Charges. Please be aware that roaming activity will continue to be measured over a four-month period to ensure compliance.
- k. Please note that BTS reserves the right to disconnect subscriptions and apply a standard Cease Fee per subscription in instances where terminations occur due to a breach of these Conditions.
- l. When roaming in one of the RLAH countries, Customers can use their domestic Bundles as they would at home, meaning reduced risk of Out of Bundle Charges and bill shock. Please ask BTS for a list of full RLAH countries. Customers should check with BTS before taking mobile phones abroad as BTS will not be liable for excessive bills incurred.
- m. Early termination fees are applicable in all cases where any Services are cancelled during the Minimum Term.
- n. It is the Customers responsibility to provide BTS with a spending cap on mobile call packages. BTS will, where reasonably possible, endeavour to notify the Customer that this spend cap has nearly been reached. Once a spend cap limit has been reached then calls will be suspended and BTS will need to restore the mobile phone service when it is possible to do so. No SLA to restore service is given, implied, or guaranteed. Once a spend cap bar has been lifted, this will leave the mobile phone service open to unlimited charges for the entirety of the billing period. The Customer will then be liable for any charges that may have accrued.
- o. If a mobile phone service has been suspended, and the Customer wishes for the block to be removed, then this must be put in writing or email to BTS. The Customer will then be liable for any charges that may have accrued relating to the said suspension of service.
- p. If a Customer or any End User exceeds the number of inclusive minutes, then the total amount of minutes used will be chargeable and NOT the number of calls that has exceeded the limit included in the Bundle.
- q. Call rates for outbound calls to UK non-geographic numbers are charged according to the banding used by BT. The Customer acknowledges and agree that there may be occasions where a certain call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these types of call may change. BTS will apply this change from the 1st of the month following the change and the Customer acknowledges that BTS may not always be able to give you notice of such changes.
- r. When a Customer chooses to use a call forwarding feature on any of the Services the Customer agrees to accept that such forwarded calls may be chargeable and not included in the call minutes Bundle. Any WRL analogue line services including ISDN call forwards that are requested will also incur a small set up charge from BT which will be added to the Customers invoice.
- s. Unless agreed otherwise in writing by BTS call charges are displayed in pence per minute. All billing is per second, call durations are measured up to the nearest whole second and the call service charges rounded up to the nearest penny. On some WLR calls made a small call set up charge is added.
- t. Call charges will always be invoiced in arrears. Depending on the Provider this may be either one month or two months in arrears. BTS will calculate the service charges for calls from the Providers networks using the details recorded by these networks. Rental charges will be billed in advance.
- u. All calls made from Customers phone numbers are listed on a service CDR file which is sent from the Provider to BTS and from which billing is undertaken. This CDR file confirms that the call(s) made from these number(s) are genuine as the networks call billing systems are audited for compliance with strict telecommunication regulatory requirements by BABT, a third-party auditing company approved by OFCOM (Office of Telecommunications). This means that all billed call records generated are based on accurate telecommunication network events and a CDR (Call Data Record) would NOT be created

without the usage taking place on the Provider's network. These records are used by the police and security organisations for accurate call records made from a number(s) and BTS has no reason to doubt the authenticity and reliability of these CDR records.

- v. BTS will not be liable for calls shown on a CDR file that are made to a phone number due to fraudulent activity and any such calls must be paid in full by the Customer.

11. Porting

- a. Where the Services require Porting the Customer must sign an LOA setting out all Customer owned numbers required to be Ported, the LOA provides legal permission to Port. It is the Customers responsibility to make sure all numbers to be Ported are listed on the LOA. BTS and its Provider will not be held responsible for any mistakes made or numbers ceased, and any business losses incurred due inaccurate Porting information being provided by the Customer. Any telephone numbers not listed on the LOA and have NOT been Ported as a result may be ceased and non-recoverable.
- b. It is the Customers responsibility to ensure all Porting details are correct. Any incorrect details may result in a Port being rejected or Services being lost. Rejections due to matters outside the control of BTS including but not limited to: incorrect details given (such as name and/or installation address, billing and account number), inactive numbers, live broadband/alarms on the line, line type, LCPs or Range Holders, pending orders on account, Customer or Previous Supplier cancellation of Port. Rejected Port requests will incur a rejection charge.
- c. Any services such as broadband, alarms, franking machines, or any other services previously associated with a telephone number that is due to be ported, may cease to function when the said number is ported away. It is the Customers responsibility to make BTS aware of these services and numbers. BTS will not be held responsible for the loss of these services once the numbers listed on the LOA have Ported to the new Provider.
- d. BTS reserves the right to charge per number that is Ported away from the Services. Some suppliers charge to export numbers from their telephony platforms and as such these will be passed onto the Customer to be paid.

12. VoIP Quality

- a. All VOIP/Hosted Services including SIP, are reliant on a strong and stable broadband/internet connection. The Customers local area network equipment and configurations are the responsibility of the Customer. Where a dispute arises in relation to the strength and/or stability of the Customers broadband/internet connection then BTS will be entitled to disconnect all Customer internal services and prove the incoming broadband speed to the Customer.
- b. Where call routing utilises IP, the Customer accepts and acknowledges that call quality and availability can be subject to factors outside BTS 's control, including but not limited to, Bandwidth Contention or QoS. BTS shall not be liable to the Customer in respect to any quality issues or availability issues with such Services.
- c. BTS will not guarantee any connection or voice quality or have any responsibility for poor connection or voice quality on any VOIP/Hosted Services including SIP that are connected to a non-wired internet connection including but not limited to any satellite or 3G/4G/5G mobile solutions and line-of- sight broadband, or line-of-sight building links.
- d. BTS will not guarantee any connection or voice quality or have any responsibility for poor connection or voice quality on any VOIP/Hosted Services including SIP that are connected to an ADSL Broadband.
- e. If VOIP mobile softphone apps are used by the Customer, BTS will not be responsible if the signal to the mobile phone is poor.

13. Usernames, Passwords & Pin Codes

- a. The Customer must keep private any portal access usernames, passwords, or pin codes that BTS may have issued to the Customer to enable use of the BTS service, including but not limited to admin portal, call recording, call logging & voicemail. The Customer shall be liable for all charges associated with the use of these usernames, passwords, or pin codes where the security has been compromised. The Customer must advise BTS of any security breaches so that BTS can disable the Services as soon as possible. Where BTS receives a call/email from a Customer that there has been a security breach then BTS will reply to say that Services have been disabled. Any call costs, time related charges or 3rd party costs that have been incurred due to this breach are the responsibility of the Customer. Where BTS disables any access following a compromise in security, then BTS shall provide new Usernames, passwords, and pin codes to the Customer as appropriate on request.

- b. If an employee who has access to a system portal or service such as a mobile/PC softphone leaves the organisation, it is the responsibility of the Customer to notify BTS so the account access can be changed or ceased for security reasons.

14. Emergency Services, 999 & Address Identification

- a. All BTS Services will allow access to UK emergency services and caller location (when based in the UK) unless specifically advised otherwise within this Contract. Any programming requests to change this emergency service access must be put in writing or email to BTS to confirm the change. This email or correspondence will be kept by BTS.
- b. IP phones need power to operate. In the event of a power failure then it is the Customers responsibility to ensure they have the means to make emergency calls and BTS will not be liable for any loss or damage (financial or otherwise) whereby they fail to do so.
- c. On some occasions it may not be possible for emergency services personnel to identify the location and telephone number that is being called from, so this vital information should be stated promptly and clearly by the person making the call to the 999 services. If an IP phone has been moved to a new location and the emergency services location address has not been updated, then the 999 services could attend the incorrect address.
- d. If an IP/Hosted/VOIP telephony service is supplied and it is to be used principally in a fixed location, the Customer must register that address with BTS prior to activation. Furthermore, if the Customer has a reasonable expectation that this IP/Hosted/VOIP telephony service is to be used in multiple locations, BTS recommends that the local information associated with it is updated whenever accessing the IP telephony service from a new location. This information can be updated by notifying BTS of any changes in address. For the avoidance of doubt, it is the Customers responsibility to maintain an accurate record of this address information so that BTS can supply this information to the emergency organisations. BTS is not liable for any consequences a Customer's failure to do this.

15. Call Recording & Music on Hold

- a. Where the Customer takes a Service which includes call recording of inbound and/or outbound calls the Customer accepts that it is their responsibility to obtain legal advice to ensure that they are fully compliant with the law before recording any calls. The Customer confirms that they will comply with all legal requirements when using any call recording product and agree that BTS shall have no liability for costs or claims which may be incurred as a direct result of any failure by the Customer to comply with any legal requirements, whether the Customer was aware of the requirement or not.
- b. It is the Customers responsibility to manage employees access to any call recording information and its local storage. Where call recordings have be compromised locally, it is the Customers responsibility to advise BTS of this and the request of restrictions for any account access in writing.
- c. Where a Service is taken which permits the uploading of music files or copyright files for a music on-hold feature, the Customer agrees to obtain any necessary licences, consents or permissions as may be required and agrees to indemnify BTS from any direct or indirect claims where they fail to do so.

16. Telephone Numbers & Presentation

- a. If the Customer nominates a Presentation Number, they agree to comply with all applicable laws and regulations that may be relevant at the time. Where the Services offer number presentation options, BTS cannot guarantee consistent presentation of the intended number for calls made to mobile or international carriers as successful presentation of the number is entirely dependent on the other carriers' use of these numbers. BTS have no liability to the Customer should the nominated number fail to present at any time.
- b. If an international phone number is to be used as an outgoing number presentation and is dialled from outside the UK, then this number may not show as a Presentation Number. The laws/legislations from the country where the international number belongs may not permit this to be shown as the call is originating from a UK service provider/carrier regardless of the physical location of the dialled call. It is the responsibility of the Customer to obtain permission from the authorities of this international country to Whitelist this number/service. Some countries apply this law/legislation to prevent fraudulent/'spam' activity.
- c. The Customer accepts that they do not own the phone number(s) provided to them and have no rights to sell or agree to transfer the number(s) provided to for use with the Service. The Customer does have the right to migrate the numbers to another service provider subject to the Customers complying with contractual obligations contained within the Contract.

- d. Any new telephone numbers that have been ordered as part of the Services are not guaranteed until completion of the order. It is the Customers responsibility to only publish these once the telephone numbers have been confirmed by BTS as being live/active.
- e. BTS may put the Customers name, address, and telephone number(s) for the Services in the telephone book published by BT for the Customers area and make the phone number available to BT's directory enquiries database, as soon as practicable. However, BTS will not do so if the Customers requests BTS not to do this, though any changes to existing telephone book entries will be done by BT and the timing of such change is out of BTS' control.
- f. If a special entry is required in the BT Telephone book, then BTS must be notified. Where an agreement is made to add this special entry to the phone book then the Customer will be liable to pay an extra charge and a yearly renewal of this entry which is levied annually by BT. This entry must have a separate signed contract with BTS.
- g. It is the Customers responsibility to verify and confirm in writing that all directory entries are correct (at time of completion) and remain correct. Other than where the error is a result of BTS negligence, BTS accept no liability for any errors, nor any liability for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.
- h. BTS reserves the right to withdraw any numbers from the Customer where BTS are instructed to do so by a change in law or regulation.

17. Equipment

- a. All Equipment purchased from BTS will remain the property of BTS until the invoice for the purchase of the Equipment is paid in full.
- b. All Equipment that is supplied with a VOIP/Hosted Services on a 3 or more-year agreement may include a phone. This phone remains the property of BTS for the entirety of the agreed contract.
- c. BTS reserves the right to recover any unpaid Equipment.
- d. Handsets which can be used to access IP telephony services will be configured to the BTS Provider networks. On termination of this Contract, if the Customer requests that handsets are unlocked then where possible, BTS may arrange at its sole discretion for handsets to be unlocked in an authorised manner and will charge the Customer an unlocking administration fee.
- e. All static IP Addresses are allocated on a rental only basis and will remain the property of BTS.
- f. Where BTS provides Managed Equipment to the Customer or their End Users then it will always remain as property of BTS. BTS may require the Managed Equipment to be returned if the Services are ceased/changed. Failure to do so may result in charges being imposed on the Customer.
- g. The Customer is responsible to keep all Equipment safe and ensure it is always used for its intended purpose. Manufacturer's instructions and any instructions that BTS provides in relation to this Equipment are to be followed correctly. The Customer is responsible for providing mains power and ensuring adequate ventilation and air circulation at the installation site. The Customer is responsible for any loss, theft, or damage to such rented equipment regardless of how it happened.

18. Service Repair

- a. The Customer shall notify BTS (By the way of a phone call to 01604 812813, a voicemail message left to 01604 812813, or an email to Support@barton-telecom.co.uk) of any fault or defect that it is aware of with the Services and /or Equipment as soon as it is practicable following the discovery of the same, whereupon BTS shall use its reasonable endeavours to correct any fault or defect to the service as soon as is practicable.
- b. Our times of business are Normal Working Hours. Any communication received after this time will be dealt with as soon as possible, but no SLA is given to resolve these issues.
- c. Any weekend calls will be dealt with as soon as is practicable, but no SLA is given for resolution of the issue.
- d. If a Customer wishes to take an Out of Hours cover then this must be clearly stated on the Customer Service Agreement and fees payable for this out-of-hours cover must be set out on the Customer Service Agreement (such fees will subject to the rights of increase as set out these conditions).

- e. During Normal Working Hours some Providers may provide a Premium Care Service and additional charges may apply, and if this enhanced response service is required the Customer must select this option in the Customer Service Agreement.

19. Lease Agreements

- a. Where a Customer wishes to enter into a lease agreement for Services and/or Equipment BTS may introduce the Customer to a 3rd party leasing provider (Lease Provider). Once a lease agreement with a Lease Provider has been entered into by a Customer this arrangement will be governed by the Lease Providers terms and conditions and BTS will have no responsibility to the Customer in relation to the agreement with the Lease Provider including but not limited to no responsibility for any defaults in monthly payments from the Customer to the Lease Provider.

20. Call Out Charges

- a. A Minimum Callout Charge for a BTS engineer to attend site will be levied for all callouts. This is the minimum charge for up to 1 hour on site, after this time then extra charges will be added at an hourly rate per hour. These charges are also applied to all callouts and quotes accepted via email, telephone, or other source.
- b. If BTS is called by the Customer to attend a line or noise fault and the issue is subsequently proven to be at Provider issue, then if BTS receives a charge from that Provider in relation to this problem then the cost will be passed to the Customer. BTS will then use its reasonable endeavours to obtain a refund from the Provider. If a refund is obtained, then this will be reimbursed to the Customer.
- c. Any "no access" charges received from Openreach/BT will be passed to the Customer for payment. If this is disputed successfully then BTS will refund the Customer once BTS has received the refunded "no access" charge from Openreach.
- d. Any damage to Customer equipment, lines or Services will be the responsibility of the Customer for payment. BTS will raise charges to the Customer if a call out is required to repair or fix any services/equipment that has been damaged.

21. Out of Hours Cover & Callouts

- a. BTS has no Out of Hours obligations unless this has been agreed in writing with BTS. Subject to condition 21(c) below any Out of Normal Hours callouts will be chargeable by BTS and the person requesting this callout must send an email to BTS to agree these additional charges before any work is commenced. All calls are recorded by BTS and retained as proof of the said service call out request.
- b. Any Out of Hours callouts must be requested by a phone call, email or in writing to BTS. A message can be left on the 01604 812813 phone number for Out of Hours, and this will be monitored by BTS who at their sole discretion will decide a course of action to be taken and whether an Out of Hours call will be made. There is no SLA to respond to this message.
- c. If BTS agrees to attend site Out of Hours, no guarantee is given to the Customer that the fault or issue will be fully corrected during any Out of Hours call. If the fault or issue is not corrected as a result of the Out of Hours the callout will still be chargeable in accordance with 20(a) above. The Customer accepts that BTS may need to contact a Provider to restore service, or order parts, or the access may not be possible. and that further site visits may be required.
- d. A Premium Care Service must also be taken up with the wholesale Provider for any Line/broadband service issues that are beyond the responsibility of BTS. In the case of a Leased Line fault then BTS will report this to the correct supplier on behalf of the Customer. No SLA's are in place for Out of Hours Leased Line faults or issues.

22. Third Party Licences

- a. Where a Customer utilises software licenced by a third party they accept and will strictly comply with such third parties end user licence agreement, a copy of which BTS will either send to the Customer or must be accepted on the Customer Service Agreement before using the software. The Customer will allow installs of new versions of such software and ensure their network and systems comply with the relevant specifications in any third-party design documentation which BTS may provide from time to time.

23. Leased Lines

- a. Prices quoted for Leased Lines are for guidance and are subject to survey by the Provider. A survey will be conducted approximately 2 weeks after the circuit order has been placed with the Provider.
- b. If the Customer's premises are built before the year 2000, then an asbestos report must be provided by the Customer before any survey is allowed to take place.

- c. Should any additional costs be identified as a result of the survey they will be advised by BTS, and in which case the Customer have the option to either accept the costs or cancel the installation without penalty. These additional charges will be added where significant infrastructure costs have been identified to deliver the service to the Customers premises.
- d. Approximate delivery times for Leased Lines are 70 to 90 working days but may be extended if additional installation work is identified at the survey stage.
- e. Billing of the Services in relation to Leased Line will commence from the date the new circuit is handed over to the Customer. All Lease Line services must be paid by Direct Debit
- f. It is the Customers responsibility to take reasonable care of any Leased Line Equipment supplied and to arrange insurance cover against theft, loss or damage. At the end of the Contract any Leased Line Equipment supplied to the Customer must be returned to BTS. Charges will be raised if the Leased Line Equipment is not returned. All onsite Leased Line Equipment supplied will remain the property of BTS.

24. Wayleave Agreements

- a. In certain circumstances a Wayleave Agreement may be required between a Provider and a relevant landowner/landlord to grant the Provider access to land and/or property, to install and/or maintain communication equipment as part of delivery of the Services.
- b. If a Customer requires a landlord/landowner to enter into a Wayleave Agreement with a Provider, then the Customer is solely responsible for any costs in this regard.

25. Terminations

- a. Notwithstanding anything to the contrary expressed or implied in the Contract either party (without prejudice to its other rights) may terminate the Contract if:
 - i. A liquidator (other than that for the purpose of amalgamation or reconstruction), trustee in bankruptcy, administrator, or receiver/manager is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of section 123 of the insolvency act 1986, or other circumstances arise where a court or creditor appoints a receiver or administrator to make a winding up order.
 - ii. If either party gives the other a written notice stating a breach of a material term of the Contract which can be remedied but is not remedied within 14 days of that notice.
 - iii. if BTS cannot show/prove to the Customer that its Services will perform in the way that it was sold and offered for sale, subject to the Customer making sure with BTS and other parties help, that the Customers own responsibility has been shown to be working to a satisfactory standard.
- b. BTS may terminate the Contract if:
 - i. The Customer fails to pay the monthly invoiced charges.
 - ii. To the extent underlying Services are provided to BTS by a Provider (including but not limited to BT) and the Provider terminates such underlying service due to a general withdrawal of such Services in the geographical area where the Services are provided, provided always that BTS reserve the right at its sole discretion to replace the Services with an alternative Service from a different Provider irrespective of whether the price from the alternative Provider is higher in which case such higher charges will be payable by the Customer for the remainder of the term of the Contract.

26. Consequences of Termination

- a. If the Contract is terminated prior to the expiry of the Minimum Term the Customer shall:
 - i. Immediately settle any outstanding invoices issued by BTS with respect to the Services and /or Equipment including any call charges.
 - ii. Pay BTS the remainder of the months owed to it for the remainder of the minimum term shown on the Customer Services Agreement or any term deemed by virtue of these Conditions, for any rentals of Equipment or VOIP/Hosted Services licences listed on the Customer Services Agreement and return any Managed Equipment.
 - iii. Pay BTS any line rental and broadband charges for the remainder of the minimum term shown on the Customer Services Agreement.
 - iv. Pay any Cease Fees levied by the Provider.
 - v. Pay the remainder of any Leased Line charges for the remainder of the Minimum Term shown on the in the Customer Service Agreement or any term deemed by virtue of these Conditions.

- b. If the Customer wishes to cancel the Contract in the whole, or part being prior to being connected, BTS shall agree to accept such cancellation upon the basis that the Customer shall reimburse to BTS any circuit cancellation charges levied on BTS any Providers.

27. General

- a. The Contract represents the entire understanding between the parties in the relation to the subject matter hereof and supersedes all other arrangements and representation made by either party, whether oral, or written and the Contract may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.
- b. Failure by either party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such right nor operate to exclude the exercise or enforcement thereof or of any other right on any later occasion.
- c. By signing the Customer Services Agreement, the Customer agrees to the total exclusion of all its standard terms and conditions of business from the Contract.
- d. Any communication, notice, invoice or any other document which may have been given by BTS under the Contract shall be deemed to have been duly given if left at or sent by post or email to an address or email address (given by the Customer) which invoices, notices or other documents may have been previously sent, or the Customers usual or last known place of abode or business, or if the Customer is a limited company, its registered office.
- e. BTS's address for the service of any notification by the Customer under the Contract, shall be BTS' registered office.
- f. The Contract together with these terms and conditions shall be constructed as being several in nature. Should any provision in either be found in any court, tribunal, or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, unenforceable or unreasonable then it shall be to the extent of such illegality, invalidity, voidances, void ability, unenforceability, or unreasonableness be deemed severable and the remaining provision of the Contract and the remainder of such provision shall continue in full force effect.
- g. These Conditions are subject to change from time to time and we will provide Customers with reasonable notice of any change we propose to make to these Conditions.
- h. The parties do not intend that any part of the Contract or these terms and conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- i. The Contract shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.
- j. It is the responsibility of the Customer to check that their order/quotation is correct before it is confirmed and submitted to BTS and to check the specifications set out in the Customer Service Agreement.
- k. BTS are not responsible for the actions/billing of the Customers' Previous Supplier or their services including, but not limited to, the ceasing of Services or the continuation of billing.