ANGLIA COMPUTER SOLUTIONS BUSINESS LTD
VOIP SERVICES SCHEDULE

Last Updated: 31st May 2024

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Definitions and Interpretation

This Service Schedule is appended to the Master Services Agreement. In this Agreement the following terms shall have the following meanings:

"Artificial Inflation of Traffic"	any situation where Calls: (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with an electronic communications service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from: (i) a good faith usage; or (ii) an acceptable and reasonable commercial practice relating to the operation of Electronic Communications Networks;
"Call"	a signal, message or communication which can be silent, visual (including text and data) or spoken;
"Caller Line Identity" or "CLI"	the identity of the calling party initiating a Call being (in most circumstances) the telephone number of the calling party;
"CLI Guidelines"	the Guidelines for the provision of Customer Line Identification Facilities and other related services, published by Ofcom, as may be amended or replaced from time to time;
"Carrier Network"	the communications network or networks selected from time to time by ACS BUSINESS for the purposes of conveying Calls;
"Call Data Records" or "CDRs"	an electronic record of each Call passing through the Carrier Network as recorded by ACS BUSINESS for the purpose of information and guidance only;
"Emergency Call"	a Call from an End User to the emergency services made by dialling 999 or 112;
"General Condition"	Ofcom's General Conditions of Entitlement published as a schedule to Section 48(1) of the Act, as amended from time to time - https://goo.gl/LYlgBk
"Message"	anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984;
"Minimum Term"	The minimum term for a Service agreed to by the parties;
"Rate Card"	the rate card containing the Rates as set out on the ACS Business website as may be updated from time to time in accordance with this Agreement;
"Rates"	a rate per minute for all Traffic routed via a Carrier Network as set out in the Rate Card;
"Services Description"	the description of the Services issued by ACS BUSINESS from time to time, the current version of the Services Description being set out on our website;
"Services"	the wholesale communications services to be supplied to the Client (including SIP Trunks, Hosted VoIP, Number Porting), as detailed more particularly in the Services Description;

1.1. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.

1.2. Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement, the definitions and interpretations in the Master Agreement shall apply to this Agreement.

1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. Provision of Services

2.1. ACS BUSINESS hereby agrees that it will, as and from the date of this Agreement, provide the Services to the Client, on a non-exclusive basis, and shall route such Traffic as it may from time to time receive from Users via a Carrier Network for onward conveyance to the called destinations on the terms set out in this Agreement. In particular:

2.1.1. Subject to clauses 2.3 and 2.4, ACS BUSINESS shall use all reasonable endeavours to maintain the Services 24 hours in every day on every day of the year.

2.2. Notwithstanding anything in the Services Description, ACS BUSINESS shall be entitled, upon giving the Client not less than 30 days prior written notice, to:

2.2.1. change the technical specification of any of the Services (provided that any such change does not materially affect the performance of or ability to access the Services) where necessary for legitimate operational reasons, or by reason of statutory or regulatory requirements; and

2.2.2. suspend any of the Services for legitimate operational reasons, or in an emergency, or in accordance with clause 9 of the Master Service Agreement. PROVIDED ALWAYS that ACS BUSINESS shall act in good faith in exercising its rights under this Clause 2.2 and shall use its reasonable endeavours to keep the period of any suspension(s) of the Service under clause 2.2.2 to an absolute minimum.

2.3. By purchasing our Voice over IP (VoIP) telephony services you understand that:

2.3.1. You may not get quality or reliability comparable to a conventional PSTN phone line and specifically, ACS BUSINESS does not offer any warranty or assurances of same;

2.3.2. May sometimes be unavailable as a result of things over which ACS BUSINESS have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable.

2.4. ACS BUSINESS shall comply with requests for Portability on reasonable terms from other communications network operators as soon as reasonably practicable.

2.5. ACS BUSINESS shall provide Portability services to the Company in accordance with the Number Portability Policy, as published and amended by ACS BUSINESS from time to time.

2.6. Where access to Emergency Services has been requested by the Company, ACS BUSINESS shall use reasonable endeavours to convey Emergency Calls to BT subject to the following conditions:

2.6.1. The Service shall only be available for access by persons using a telephone number conforming to the National Telephone Numbering Plan and originating from a calling party located in mainland UK (excluding Isle of Man and the Channel Islands);

2.6.2. The Company shall be responsible for ensuring that ACS BUSINESS has been provided with all relevant Customer or End User information required to enable ACS BUSINESS to provide access to Emergency Services;

2.6.3. Where a Voice Over Internet Protocol ("VOIP") service is being used, the Company undertakes to inform its Customers and End Users of the features of VOIP originated Emergency Calls, including:
(i) that no outbound calling will be possible in the event of a loss of power; and
(ii) Calls to Emergency Services may not convey the location of the Customer or End User and the calling party will be required to verbally confirm their location.

2.6.4. If ACS BUSINESS suspends or terminates the service you may NOT be able to dial 999/112.

ACS BUSINESS shall have no liability to the Company or to any Customer or End User for failure by the Company to comply with the terms of this Clause 2.6.

3. Charges & Payments

3.1. In consideration of the provision by ACS BUSINESS of Services, the Client agrees to pay ACS BUSINESS for the same on the basis of a rate per minute for all Traffic routed via a Carrier Network. Calls shall be billed in one-second units. The individual Calls are billed up to the nearest £0.01 and total call charges rounded up to the nearest £0.01. There shall be no other charges, including but not limited to call set up charge and no minimum charge, unless otherwise stated in the Rate Card or minute bundle. The Rate Card may be varied by ACS BUSINESS at any time on not less than 24 hours' notice to the Client.

4. Obligations of the Customer

At all times during this Agreement the Client undertakes to:

4.1. that the Service is not used:

4.1.1. for the transmission of material which is offensive abusive, indecent, obscene or menacing or which does or is intended to cause annoyance, inconvenience or worry, or which is fraudulent or defamatory or which (in the reasonable opinion of ACS BUSINESS brings the name of ACS BUSINESS into disrepute; or

4.1.2. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality);

4.1.3. in any way that constitutes Artificial Inflation of Traffic; or

4.1.4. to make Nuisance Calls or to send "spam"; or

4.1.5. to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others; or

4.1.6. to obtain access, through whatever means, to restricted areas of the underlying network; or

4.1.7. to send and receive data in such a way or in such amount so as to adversely affect ACS BUSINESS's Network (or any part of it) or to adversely affect other customers of ACS BUSINESS or of its suppliers.

4.2. The Company shall comply with the processes, procedures and requirements set out in our help files.

4.3. The Company shall, at all times, comply with ACS BUSINESS's Acceptable Use Policy as published and amended be amended by ACS BUSINESS from time to time.

4.4. Provide ACS BUSINESS with User contact details in respect of all Users to include name and business address in the event a fault is reported;

4.5. Be liable for the cost of all Calls passed over the line at the rate in the ACS BUSINESS's then Standard Rate Card;

4.6. Pay each monthly invoice submitted by ACS BUSINESS (and any other monies it may owe to ACS BUSINESS from time to time pursuant to this Agreement) promptly when due.

5. Commencement and Duration of this Service Schedule

5.1. This Service Schedule commences on the date that it is signed by duly authorised representatives of ACS BUSINESS and will continue unless or until terminated by either party under the terms of the Agreement.

5.2. Subject to Clause 5.1 above, individual Services shall start on the Service Commencement Date and continue for their respective Minimum Term.

6. Invoicing

6.1. By no later than the 14th of each calendar month, ACS BUSINESS will prepare and send to the Client a monthly invoice detailing:

6.1.1. all connection and individual Call Traffic costs;

6.1.2. the registered Traffic (minutes per destination) carried by the Carrier Network during that month, and the amounts due in respect thereof which shall be equal to the total cost of each Call; and

6.1.3. any other applicable charges arising in respect of the Services provided by ACS BUSINESS to the Client (or to the Users) during that month.

7. Warranties

7.1. Each party warrants to the other party (such warranties being deemed to be repeated on each and every day during the term of this Agreement) that:

7.1.1. it has the unimpaired right and authority to enter into and perform this Agreement which shall constitute a binding obligation on it;

7.1.2. it will comply with its respective obligations under applicable data protection legislation and (without limitation):

(a) will obtain and maintain all relevant registrations and consents, including (in relation to the Company) such registrations and consents as the Company should obtain and maintain to enable ACS BUSINESS and its suppliers and subcontractors to process the personal data of Customers and End Users for the purposes of the performance by ACS BUSINESS of its obligations under this Agreement;

(b) to the extent that the performance of its obligations under this Agreement involves or necessitates the processing of personal data, it shall act only on properly authorised instructions and in accordance with all applicable data protection laws; and

(c) shall take and implement all such technical and organisational security procedures and other measures necessary or appropriate to preserve the confidentiality of the personal data to which it has access under this Agreement and protect such data against unlawful processing, and this clause 7.1.2 shall survive termination or expiry of this Agreement; and

7.1.3. it will at all times comply with its obligations (if any) under the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent revision, extension or replacement thereof.

7.2. ACS BUSINESS cannot and does not guarantee a fault free service. ACS BUSINESS gives no warranty that its network or Services shall be continuous, or will be free from faults. ACS BUSINESS will, however, take steps to ensure its network and Services are reasonably fault free, and that service is reasonably uninterrupted.

7.3. ACS BUSINESS gives no warranty or guarantee that the Service is satisfactory or suitable for the Company's purposes and the Company acknowledges that the Service was not designed with the Company in mind.

7.4. Call recording is provided as a best effort service. We cannot guarantee recording or retention of all applicable calls.

SCHEDULE 2

For confirmation of our rates for calls, subscription charges and number porting costs please refer to the ACS BUSINESS website.