

# Andrews & Arnold Ltd

Schedule: Telephony

Version 1.0

# Schedule: Telephony services

## 1. Applicability

1. This schedule applies to telephony services.

## 2. Important: Emergency services access

- 2.1. Our telephony services generally permit access to the emergency services. However, they are Internet telephony services, and these are dependent on your connection to a suitable data network, the operation of that data network, and operation of your equipment. If you do not have a connection to a suitable data network, or your data network or equipment is not functioning correctly, you will not be able to use the telephony services, including for the purposes of making calls to the emergency services. You must consider this and made appropriate arrangements.
- 2.2. We will, where possible, pass your location information to the emergency services. You are responsible for providing us with accurate location information, for onwards provision to the emergency services.
- 2.3. If you expect to use our telephony service:
  - 2.3.1. principally at a single fixed location, we recommend that you register with us the address of the place where the telephony service is to be used before you

activate it, and that you update that address information if there is any change to it; or

- 2.3.2. from multiple locations, we recommend that you register and update the location information associated with it whenever you access the telephony service from a new location.

*We recognise that, if you use our telephony service with a mobile device, or use multiple registrations, it is unlikely to be practical for you to constantly notify us of your new location. But, sorry, we are required to recommend that you do. You may be required to confirm your location to the emergency services.*

## 3. Responsibility for usage

- 3.1. You are liable for all calls, messages, data, and any other usage, which:
  - 3.1.1. originate from or appear to us to originate from your network;
  - 3.1.2. originate from or appear to us to originate directly from you; or
  - 3.1.3. present to us with your identifying data (including, but not limited to, your username and password),irrespective of whether or not they were generated or authorised by you or your users, and including those

generated as a result of fraudulent activity by a third party.

*We offer a number of additional security measures which you may wish to use, including IP-based lockdown.*

- 3.2. You are responsible for keeping your account credentials secret and for securing your network and equipment. If you become aware of a compromise, you must immediately change your account password(s) and other security devices and notify us. This does not limit your responsibility and liability under clause 3.1 of this schedule.
- 3.3. You must comply with the provisions of B1 of Ofcom's General Conditions of Entitlement, the provisions of the National Telephone Numbering Plan, and the Non-provider Numbering Condition, in each case as defined in Ofcom's General Conditions of Entitlement.
- 3.4. We may take steps to identify apparent fraudulent activity on your account and automatically suspend your service for outgoing calls if we find such activity. We will contact you (by email) if this happens.

*This is provided for your protection. We cannot guarantee to catch any and all fraud and you remain liable for call charges until such suspension. You can ask us to disable this protection if you wish.*

## 4. Directories

- 4.1. Unless compelled to do so, we will not include your personal data in any directory.

- 4.2. You can request a printed telephone directory from us for any geographic area.

*If you order a telephone directory from us, we will simply order one from BT for you and add additional mark up and postage, so we recommend that you order any telephone directory directly from BT or make use of on-line resources.*

## 5. Calling line identification facilities (CLI)

*You cannot normally send a different CLI when making calls. This section applies in those limited cases where we do allow you to send a CLI.*

- 5.1. You must not send CLI data which Ofcom would regard as invalid or non-diallable.
- 5.2. If you send invalid or non-diallable CLI, you indemnify us from this.
- 5.3. We may attempt to detect invalid or non-diallable CLI data, and we may block calls which appear to us to have invalid or non-diallable CLI data. This may affect incoming and outgoing calls. We are not responsible for any losses which you might suffer as a result of this.

## 6. Pricing

- 6.1. Our pricing is set out on our website.
- 6.2. We may vary our prices from time to time, and we can do this without notice to you.
- 6.3. You are responsible for checking the charges which apply to any calls which you or your users make.

## 7. Service limitations

- 7.1. You agree that we are not required to provide you with access to numbers or ranges, where it is not technically and economically feasible for us to do so.

*In particular, it is not technically and economically feasible for us to allow calls to premium rate numbers.*

## 8. Phone numbers

- 8.1. You do not own any phone numbers or other identifiers which we allocate to you.
- 8.2. While we will use reasonable efforts to avoid doing so, and to give you such notice as is possible and reasonable in the circumstances if we intend to do so, we may change the phone numbers or other identifiers allocated to you. We are not responsible for any costs or losses suffered by you if we do so.

*This is most likely to apply if there is a renumber or change of an area code as mandated by OFCOM, as happens from time to time.*

## 9. Portability

- 9.1. Our charges for number portability are available on our website.
- 9.2. If you are a communications provider, you are not entitled to number portability and must not request or attempt to request number portability, unless you have received a request from the relevant subscriber to port the relevant number(s).

## 10. Artificially-inflated traffic

- 10.1. You must not use the services in a way that constitutes artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement).
- 10.2. You indemnify us from any fraud or artificial inflation of traffic.

## 11. Termination

- 1.1. On termination of this agreement or these services, you will automatically, immediately, and irrevocably, lose access to (and will not be able to recover) any telephone numbers we have allocated to you.

*If you terminate services by mistake, please do contact us and we will try to reinstate your previous number - but we cannot guarantee we will be able to.*

us to pay to you) as a result of your breach.

11.1. We shall not be liable for any losses to you arising from this.

11.2. The following clauses of this schedule shall survive termination or expiration of this schedule: 9.2 and 12.2.

## **12. Alternative dispute resolution**

12.1. In addition to your rights under clause 14 of the general terms, you may refer a dispute to our alternative dispute resolution scheme, of which details are available on our website, if:

12.1.1. you are a domestic or small business customer, as defined in Ofcom's General Conditions of Entitlement;

12.1.2. the dispute is in connection with our provision of services to you under this schedule;

12.1.3. you are entitled to refer the dispute to our alternative dispute resolution scheme; and

12.1.4. your complaint is not frivolous or vexatious.

12.2. If you are not entitled to refer the dispute to our alternative dispute resolution scheme, you must not do so or attempt to do so. If you breach this clause, you shall be liable for any costs we incur (including our legal fees, and any compensation the alternative dispute resolution scheme requires