

Conditions for Contact Centre Services



Your agreement with us (this "agreement") is made up of the following documents:

- i. The Service Agreement;
- ii. The relevant tariff(s) or proposal for the Services;
- iii. Any further Gamma conditions relating to specific Services;
- iv. The relevant service descriptions relating to specific Services;
- v. These Conditions for Contact Centre Services; and
- vi. The Conditions for Communication Services.

In the event of any discrepancy between documents listed above, the document listed first will take precedence.

1. The Service

- 1.1. We will supply you with the Service in accordance with our conditions and the accompanying signed Service Agreement.
- 1.2. All details specified on the proposal document, statement of work document and Service Agreement are based on information supplied by you and/or collected during a site survey (remote or onsite) and may be subject to amendment. We will agree any amendments to the requirements, the Service, Equipment, Installation Charges or Service Charges with you in writing.
- 1.3. We will use reasonable endeavours to meet any agreed times or dates, but time is not of the essence in respect of those times or dates
- 1.4. You acknowledge that the Service may be governed by various regulatory requirements and you warrant that you will wherever applicable comply with all such regulatory requirements in relation to the use of the Service.
- 1.5. You will ensure that in regard to any audio that is used in conjunction with the Service you will:
 - 1.5.1. where required obtain a license under the PRS license requirements, further details of which can be found at [http:// www.prsformusic.com](http://www.prsformusic.com).
 - 1.5.2. Indemnify us against any claim arising from your use of your own audio.
- 1.6. You agree that you will not play ringing sounds to a caller once the call has been connected without first playing audio that lets the caller know the call has been connected and is being charged for.
- 1.7. You agree that any Accounts that do not incur rental charges, once activated, will be available for your use until such time as they have been unused for a period in excess of six calendar months.
- 1.8. Any calls received that are connected and answered by a fax service will have a maximum call duration of 60 minutes. Any calls reaching the 60-minute threshold will be terminated.
- 1.9. If you use the dialler facility you agree that you will comply with all Ofcom regulations relating to dialler services and to follow the following guidance in configuring the dialler settings:
 - 1.9.1. The Service must not be misused, considering the original intention of our Service,
 - 1.9.2. The Service must not cause silent or abandoned calls,
 - 1.9.3. The Service must not cause public concern/harm (harm consists of anything from inconvenience or annoyance through to genuine anxiety) generally associated with abandoned and silent calls,
 - 1.9.4. The data must recently have been Telephone Preference Service (TPS) checked,
 - 1.9.5. The Service must not re-dial failed calls within any 24 hour period,

- 1.9.6. If there is the possibility of making a call and an agent not being available, the Service must play an appropriate apology if it is answered and there isn't an agent available,
- 1.9.7. If the dialler will simply play a message to the called party, the call should not be unsolicited (without consumers prior consent) and the CLI should be valid and appropriate,
- 1.9.8. Any Service that is obviously canvassing will need to be approved by us before the Service can be agreed or created.
- 1.10. Where the Service includes call recording, the recording files may be backed up. If you do not wish for these to be backed up please notify us in writing prior to using the Service.
- 1.11. We will not be held responsible for failing to record or copy calls.
- 1.12. Where you have a specific arrangement that recordings of calls are not to be retained then those call recordings will have been irrevocably erased prior to service backup copies being made.
- 1.13. If you require copies of recordings from the backup then we will endeavour to obtain those for a fee to be agreed at the time of the request.
- 1.14. The Service does not provide the facility to make 999 or 112 emergency service calls. You must ensure to have alternative facilities to make emergency calls and that end users are aware of how to make an emergency call. We do not accept any responsibility for the result of any attempts to make emergency calls through the Service.

2. Charges and Payment

- 2.1. All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed after the site survey. Additional charges may be applied following the site survey, which may be remote. All prices are quoted are exclusive of VAT at the prevailing rate. Prices are valid for 30 days only.
- 2.2. All Installation Charges, as set out in the Service Agreement are payable at the point of you placing an order unless otherwise agreed with you in writing.
- 2.3. Service Charges shall be invoiced monthly in arrears and will commence once the Service is installed and ready for you to use. Monthly charges for Concurrent Licences are billed as daily units, pro rata for the number of days in any given calendar month. Service Charges for Named User Licences are billed as monthly units and where applicable are subject to the Fair Use Policy. If a Named User License exceeds the Fair Use Policy in any month, the difference between the actual usage and the Fair Use Policy shall be billed monthly in arrears based on rates applicable at the time. Unless otherwise specified in writing, all licences will be provided as Named User Licences.
- 2.4. The number of licences on your initial order shall be your minimum licence commitment. You can add additional licences at any time. You can remove licences at any time subject to your minimum licence commitment.
- 2.5. Where we provide you with portal access to the Management System to manage your own account and you add any additional licences or features you agree to pay the associated Service Charges for those licences or features from the date they were added. Some licences or features may be subject to a minimum billing period.
- 2.6. Unless otherwise agreed by us in writing, any discount specified on the Service Agreement shall only apply

- during the Minimum Term and shall not apply to subsequent periods unless otherwise agreed in writing.
- 2.7. All Service Charges are based on the call data and/or other Customer data maximum usage agreed. If your actual usage materially differs from the data or any agreed maximum usage, we reserve the right to make a reasonable and proportionate adjustment to the Service Charges.
- 2.8. All voice agents will receive an inclusive call allowance as specified in the Service Agreement. Any usage that exceeds this allowance or calls outside the inclusive allowance will be charged at your agreed voice tariff.
- 2.9. Should you use the Service storage functionality you agree to pay for any data that is stored monthly beyond any free period which may apply as set out in your Service Agreement. Any data stored beyond this period will be charged a monthly storage fee based on the volume of data stored until such time you ask us to remove the storage functionality and we have confirmed it has been removed. You may remove the storage functionality at any time.
- 2.10. After the Minimum Term, we shall be entitled to revise any charges under the Service Agreement to reflect our then current standard rates by giving you not less than thirty (30) days' written notice.
- 2.11. We shall be entitled to increase the Service Charges at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third party supplier, or legal or regulatory change. Any such increase in the Service Charges will not exceed the increased cost incurred by us in providing the Service.
- 2.12. All Service Charges due to us for any traffic routed via this Service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.
- 2.13. Charges for the LinkPay+ Service may be on a per transaction or bundled basis. Where a payment link is sent to multiple devices for a single payment request then a charge (or allowance decrement) will be levied for each link sent. The charge applies whether the end customer completes the payment or not.
- 3. Term and Termination**
- 3.1. Your obligations under this Agreement will commence on the date you sign the Service Agreement. The term of the contract as indicated on the Service Agreement will start on the date the Service is installed or in our reasonable opinion is ready to be used. The contract will then continue for the initial Minimum Term stipulated within the Service Agreement. Should the Minimum Term not be stipulated within the Service Agreement then a thirty-six (36) month Minimum Term will apply. At the end of the initial Minimum Term, the contract will automatically renew for a further period of twelve (12) months, on a rolling twelve (12) month basis, unless we receive prior notice from you giving a minimum of ninety (90) days written notice of your wish to terminate the Service. Such termination is not to take place earlier than the expiry of the current Minimum Term.
- 3.2. We shall have the right, by giving written notice to you, to terminate the Agreement immediately if you:
- 3.3. commit any material breach of your obligations and fail to remedy that breach within twenty-eight (28) days of written notice of that breach. The twenty-eight (28) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the Agreement may be terminated by written notice immediately), or
- 3.4. have a winding up petition presented or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with your creditors or petitions for an administration order, or has a receiver or manager appointed over any of your assets, or generally becomes unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.
- 3.5. Where the Agreement is terminated or otherwise ended, all Service Charges for the remainder of the current Minimum Term, including where the Agreement has automatically renewed, shall become payable immediately.
- 3.6. Where you notify us of your intention to terminate this Agreement in full or in part for convenience during the Minimum Term or any subsequent term then you agree to provide us with a minimum of ninety (90) days written notice. In this event you agree to immediately pay the remaining Service Charges from the date of termination to the expiry of the current Minimum Term.

Definitions

"Concurrent Licence" – means a license for the use for the Services configured to be used by multiple users, but never more than one user at any time.

"Fair Use Policy" – means the defined limits applicable to any bundled pricing.

"Installation Charges" – the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Service Agreement or other amended documentation following site survey.

"Installation Service" – the work (if any) carried out by us at your Sites to enable you to receive the Service, normally carried out between 0900 and 1730 on a Business Day.

"Management System" – means the web-based portal for use by you for the management and configuration of the Services and access to information and resources including without limitation reporting and online ordering facilities.

"Named User License" – means a license for the use of the Services per user.

"Numbers" - means the telephone numbers supplied by us from its blocks of telephone numbers allocated to it by Ofcom or another network operator or a supplier within the jurisdiction of any other competent regulatory authority.