

# Service Schedule 4 – Fixed Services Terms & Conditions

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## ➤ **Overriding Provisions**

All quotations are made and all orders are accepted subject to these conditions (“these Service Schedule Terms”) and our Active Support Contract Framework Terms. In the event of conflict between these Service Schedule Terms and the terms and conditions of the Customer’s Active Support Order (including printed terms and conditions) these conditions shall prevail.

## ➤ **Fixed Services Terms**

### ➤ **Definitions**

**“Activation Date”** means the date upon which Freedom confirm to the Customer that Service and/or Services are available for use;

**“CPE”** means all hardware, software, cabling and related facilities provided by the Customer that is used by the Customer in relation to a Fixed Service;

**“Customer Equipment”** means hardware, software, cabling and related facilities provided by the Customer and used by the Customer in relation to a to a Fixed Service (but excluding Hardware and Equipment as specified on the relevant Active Support Order Form);

**“Fixed Services”** means those Services identified as a “Fixed Service” in these Service Schedule Terms;

**“Fixed Terms”** means this document entitled “Fixed Terms”;

**“LAN”** means local area network;

**“Equipment”** means hardware and other equipment, including Software, as specified on the relevant Active Support Order Form;

**“Freedom Representative”** means a representative of Freedom and which includes a representative of Freedom’s suppliers;

**“Order Effective Date”** means the date on which Freedom commences supply of a particular Service and/or Equipment to the Customer;

**“Service Level”** means the service level(s) for the relevant Fixed Service as set out in the applicable Service Schedule;

**“Site”** means (where applicable) a physical location at which any Equipment shall be located and/or to which a Fixed Service shall be provided;

**“Territory”** means the United Kingdom and Ireland; and,

**“WAN”** means wide area network.

### ➤ **1. Commencement & Term**

➤ 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form ) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 1.2 The Minimum Connection period shall commence on the Activation Date

### ➤ **2. Availability of Fixed Services**

➤ 2.1 Freedom will provide the Fixed Services in the Territory.

### ➤ **3. Charges**

➤ 3.1 The Charges for Fixed Services detailed in the Active Support order Form are available subject to the Customer fulfilling all of its commitments as set out in this Agreement.

➤ 3.2 The Charges for Fixed Services may be subject to the results of any survey or investigation of the Site carried out by or on behalf of Freedom.

### ➤ **4. Customer Equipment**

➤ 4.1 The Customer shall ensure that any Customer Equipment:

a) is technically compatible with the Network and the relevant Fixed Service including, without limitation, conforming to any interface specifications and/or routing protocols specified by a Freedom Representative;

b) does not harm the Network, Equipment or any equipment belonging to a Third Party;

- c) is connected to the Network and the relevant Fixed Service strictly in accordance with the instructions of a Freedom's Representative; and,
  - d) is used by the Customer strictly in accordance with any legislation, instructions, safety and security procedures, licences and standards.
- 4.2 If the Customer Equipment does not meet the requirements set out in clause 4.1 of these Fixed Terms, the Customer must immediately disconnect the Customer Equipment from the Network, the Equipment and the Fixed Services. Freedom may disconnect the Customer Equipment, at the Customer's expense (providing as much prior notice as reasonably possible to the Customer) in the case of emergency or where the disconnection is required by law.
  - 4.3 Certain elements of the Fixed Services are dependent on the Customer having suitable Customer Equipment available and in the event that the Customer is unable to provide such Customer Equipment, then:
    - a) some of the Fixed Services may not function correctly; and
    - b) Freedom shall have no liability for the Customer's inability to receive those Services.
  - 4.4 If the Customer asks Freedom to test the Customer Equipment to make sure that it complies with the relevant standards and any licences applicable to the Customer, the Customer must pay Freedom the applicable Charges set out in the Active Support Order Form.

## ➤ 5. Site Preparation, Access and Installation

- 5.1 Where Fixed Services are provided to a Site, the supply of the Fixed Services and any part of them shall be subject to satisfactory results of any survey or other investigation of the Site carried out by or on behalf of Freedom that Freedom deems necessary in relation to the Site prior to the supply of the Fixed Services.
- 5.2 Freedom may in its sole discretion determine that it may not be able to provide the relevant Fixed Services to certain Sites and Freedom reserves the right to:
  - a) cancel the element of the Fixed Services that cannot be provided and refund any money that the Customer has paid in respect of that element of the Services but continue the provision of the other elements of the Fixed Services; or
  - b) cancel all Fixed Services ordered by the Customer and refund any money that the Customer has paid.
- 5.3 If Equipment is to be installed at a Site to enable Freedom to supply the Fixed Services, the Customer shall (at its own expense):
  - a) prior to installation:
  - b) prepare Sites that comply with Freedom's reasonable instructions including, without limitation, provide any openings in buildings;
  - c) provide any electricity and telecommunication connection points reasonably required by Freedom to install the Equipment; and
  - d) obtain whatever consents or permissions as may be necessary for Freedom to locate Equipment on and access the Site, including but not limited to permission for any necessary alterations to buildings or premises, permission to cross land or permission to put the Equipment on property;
  - e) following a request from Freedom, permit a Freedom Representative who produces a valid identity card and proof of authorisation from Freedom such access to the Sites as is reasonably necessary for Freedom or Freedom's representative to perform maintenance and installation of Equipment and to carry out its obligations in this Agreement, including access to any utilities and power supplies that a Freedom Representative may reasonably require;
  - f) provide a safe working environment for Freedom's Representative at the Site;

- g) provide a suitable place and conditions for the Equipment in accordance with the relevant installation standards including providing continuous mains electricity supply and connecting points and/or all necessary trunking, conduits and cable trays; and
  - h) provide internal cabling between the Equipment and any Customer Equipment, as appropriate.
- 5.4 Freedom's normal working hours for Site visits are 0800-1700 on Working Days. If the Customer requests and Freedom agrees to work outside of these hours, the Customer must pay additional Charges.
  - 5.5 Freedom will normally only require access to the Site during the working hours set out in clause 5.4 of these Terms, but may, on reasonable notice, require the Customer to provide access at other times.
  - 5.6 The Customer will notify Freedom immediately if any limitation to reasonable access to the Equipment or Site is likely to occur. Freedom may charge the Customer for any costs or expenses incurred as a result of Freedom Representatives being unable to access the Site at the agreed time. The Charges may include the payment of Charges for the Services as if they had commenced, irrespective of whether that is the case.
  - 5.7 Freedom will not be liable for any breach of this Agreement (including, without limitation, the Service Levels) to the extent that any failure by Freedom to perform its obligations is as a result of Freedom's Representative not being granted access to any Site by the Customer or a failure of the Customer to fulfil its obligations under this Agreement.
  - 5.8 Freedom shall have no liability for faults arising in the Equipment or interruption in the provision of Services caused by failures in the power supply, except where such power supply failure is directly caused by Freedom.
  - 5.9 Freedom Representatives will observe the Customer's reasonable Site regulations as previously notified in writing to Freedom, although Freedom will not be liable for any breach of this Agreement arising out of any conflict between any Site regulations and this Agreement.
  - 5.10 Freedom Representatives accessing the Customer's premises will comply with all relevant applicable laws relating to health and safety.
  - 5.11 The Customer is responsible for making the Site good after any work undertaken by Freedom or Freedom's Representative at the Site, including putting items back and for redecorating.
  - 5.12 This clause 5 shall apply following termination of the Agreement to the extent required for Freedom to disconnect and remove any Equipment from the premises.
- **6. Service Levels**
- 6.1 Freedom will provide the Fixed Services in accordance with the relevant Service Levels, from the applicable Order Effective Date.
  - 6.2 The Service Levels set out in a specific Active Support Order Form apply solely to the Fixed Services covered under that Order Form and not any other Services provided under this Agreement.
  - 6.3 In the event that a fixed level of compensation is provided for in relation to a failure to meet a Service Level, such fixed level of compensation will be the sole and exclusive remedy available to the Customer and Freedom's sole liability for any failure to meet such Service Level. Where Freedom has provided a Service Level target only and there is no compensation entitlement specified for a failure to meet the Service Level, Freedom will use reasonable endeavours to comply with such Service Levels but such Service Levels are targets only and Freedom has no contractual liability for any failure to meet such Service Levels.
  - 6.4 The Customer acknowledges that only those performance measures produced by a Freedom's Representative will be used for assessing Freedom's performance against the Service Levels.
  - 6.5 Where Freedom requests any information from the Customer, a User or a relevant Third Party associated with the Customer or User, the number of whole or part hours taken for the relevant Customer, User or Third Party to provide such information to Freedom will be added to the timescales relating to the Service Levels.

- 6.6 Freedom will not be liable for any failure to meet a Service Level if:
  - a) the failure by Freedom is due to the Customer's own network or Customer Equipment or any other network (including but not limited to the Internet) or equipment outside the Network;
  - b) the Customer is in breach of any part of the Agreement that affects Freedom's ability to comply with the Service Level;
  - c) through no fault of its own or because of circumstances beyond its reasonable control, Freedom is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted;
  - d) the Customer and Freedom agree a different timescale for performance of a Service Level;
  - e) the failure is because reasonable assistance is required by Freedom from the Customer, a User or a relevant Third Party associated with the Customer or User and such assistance is not provided within the required timescale, or if no timescale is specified, such assistance is not provided promptly;
  - f) through no fault of its own, Freedom is unable or is waiting to obtain any necessary parts, permissions or consents required in connection with the performance of a particular Service Level;
  - g) the failure is due to a matter outside of Freedom's reasonable control, including where a fault is caused by the Customer or a Third Party;
  - h) the failure is due to an inaccurate order being submitted by the Customer where such inaccuracy materially contributes to the failure by Freedom;
  - i) the failure is due to any suspension of the Services in accordance with clause 12 (Suspension) of the Active Support Framework Terms;
  - j) in relation to Fixed Services which require geographic telephone number porting, the failure is due to the application of the geographic number porting process; or
  - k) the failure is caused by the presence of an incompatible product or service.

## ➤ 7. Providing the Service by Non-Standard Means

- 7.1 If Freedom would incur unusual or additional costs in providing the Fixed Services to a Site, Freedom shall be entitled, on providing written notice to the Customer and with the Customer's agreement, to increase the Charges by the amount of such costs. The Customer may request information specifying the basis for the additional Charges.
- 7.2 Where, in order to meet the Customer's requirements:
  - a) Freedom considers it appropriate to provide the Fixed Services, wholly or in part, by non-standard means or at substantially greater expense than Freedom normally incurs, so that the Charges specified on the relevant Active Support Order Form would be inappropriate; or
  - b) at the Customer's request, the Fixed Services are provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than Freedom normally incurs, Freedom may determine, in addition to any standard Charges payable, a supplementary Charge in relation to the relevant Order for the Fixed Services and Freedom will notify the Customer in writing of any such Charge. Where such Charge is notified to the Customer, the Customer may cancel the relevant Fixed Services within 14 days of the written notice.
- 7.3 A supplementary Charge determined by Freedom in accordance with clauses 7.1 and/or 7.2 of these Fixed Terms may be in addition to, or instead of, any applicable Charges for the Fixed Services.
- 7.4 Where Fixed Services are provided by non-standard means, Freedom shall issue a contract change note to the Customer.

## ➤ 8. Fault Response

- 8.1 Unless provided otherwise, Freedom shall provide fault response in accordance with the Service Level Agreement specified on the Active Support Order form.
- 8.2 The Customer can request a faster repair service (“Expedite Repair”). Expedite Repair is a service whereby the Customer can request a quicker response/fix than the default response option on a per occasion basis. Charges will apply for Expedite Repair.
- 8.3 If the Customer reports a fault and Freedom or Freedom’s Representative finds that there is no fault or that the fault was caused by the Customer, the Customer must pay Freedom, the Charges for any work carried out by or on behalf of Freedom in relation to the Customer’s fault report at Freedom’s or Freedom’s Representative prevailing rates.

## ➤ 9. Freedom Suppliers

- 9.1 The Customer acknowledges and agrees that Freedom may use suppliers to supply the Fixed Services and/or Equipment and carry out Freedom’s obligations. The Customer will give all such reasonable assistance and access to such suppliers as if they were employees of Freedom.
- 9.2 The Customer acknowledges and agrees that Freedom may use and share the Customer’s details (including those of its Users) with Freedom’s suppliers for the purposes of meeting Freedom’s obligations under this Agreement. The Customer acknowledges and agrees that Freedom’s suppliers may contact the Customer directly.
- 9.3 Freedom may, without prejudice to its other rights hereunder, suspend or terminate a Fixed Service if a Freedom supplier suspends or terminates the provision of services to Freedom and Freedom is unable to find a replacement Supplier. Freedom will provide as much notice as is reasonably possible.

## ➤ 10. Other Customer Obligations

- 10.1 The Customer must provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over the WAN connections using the Fixed Services.
- 10.2 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 10.3 Except as expressly set out in this Agreement, Freedom will not be required to integrate or interface the Fixed Services with any of the Customer’s services, technologies, products or CPE.

## ➤ 11. Suspension or Termination of a Fixed Service

- 11.1 Freedom may terminate the supply of a Fixed Service without any liability if the Customer does not agree to vary the Charges in accordance with clause 7.1 of these Fixed Terms.
- 11.2 Either party may terminate the relevant Service specified on an Active Support Order governed by these Service Schedule Terms at any time by notice in writing if the other party:
  - a) is in material or persistent breach of any of the terms of this Agreement, by giving written notice specifying the breach and (if capable of remedy) requiring it to be remedied within 30 days of the date of the notice (“Notice Period”) and, if not remedied on or before the expiry the Notice Period the relevant Service shall end on the expiry of the Notice Period. If the breach is not remediable, termination will take effect immediately; or
  - b) either party becomes subject to an Insolvency Event.
- 11.3 The Customer may terminate the relevant Service specified on an Active Support Order governed by these Service Schedule Terms without liability for Termination Charges by giving to Freedom in advance ninety (90) days written notice of termination, to expire at the end of the Minimum Connection Period of the relevant Active Support Order Form or at the end of any following year but not otherwise.
- 11.4 Termination Charges will be payable where a Service specified on an Active Support Order governed by these Service Schedule Terms is terminated by the Customer without grounds of fault on the part of Freedom before expiry of the Minimum Term. The Customer will be liable to pay Termination Charges as liquidated damages for the amount to cover Freedom’s investment in providing the Services and/or Equipment which shall be calculated as follows:

£Annual Charge / 12 X by the number of months remaining in the Minimum Term as at the date of termination

- The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by Freedom due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

## ➤ 12. Numbers and Codes

- 12.1 Freedom may allocate the Customer numbers, IP addresses and/or other codes required for the Fixed Services ("Allocated Numbers") in accordance with the Active Support Order form. The Customer shall not sell or transfer any Allocated Numbers to anyone else or agree to or try to do so.
- 12.2 Nothing in this Agreement shall be construed as to transfer from Freedom to the Customer ownership of any Allocated Numbers or to grant the Customer the right to sell or dispose of any Allocated Numbers and all rights in such Allocated Numbers belong to Freedom or its licensors. All the Customer's rights to use the Allocated Numbers will cease upon termination of the relevant Fixed Service upon which the Allocated Numbers will revert to Freedom or its licensors.
- 12.3 The Customer acknowledges that Freedom may change the numbers, IP addresses or other codes it has allocated to the Customer. Freedom shall (where reasonably practicable) provide the Customer with reasonable notice of such a change.
- 12.4 The Customer will comply with any and all instructions for use of any number, IP address or other code issued by the Third Party provider of that number, IP address or other code. Freedom shall (where reasonably practicable) provide the Customer with reasonable notice of such instructions.

## ➤ 13. Law & Jurisdiction

- 13.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

# ➤ Landline Terms

## ➤ Definitions

**“Another Service Provider”** means a provider of telecommunications services, other than Freedom within the United Kingdom;

**“Calls Service”** means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, and the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, Wi-Fi data, SMS, MMS and GPRS;

**“Failure of the Landline Service”** means the continuous total loss of the ability to use the Landline Service;

**“Landline Features”** means such other services as may be provided by Freedom on the Landline Service, including but not limited to call management services;

**“Landline Service”** means the service described in Clause 2;

**“Multi-line Landline”** means a multi-line analogue installation that terminates on a line box or a NTTP (network telephony terminating point). It comprises of a main line and up to 199 auxiliary lines with a single number;

**“PSTN ”** means a public switched telephone network being the international telephone system based on copper wires, which carry analogue voice data; and

**“Single Landline”** means a single analogue line that terminates on a line box or a NTTP (network telephony terminating point).

## ➤ 1. Commencement & Term

- 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form ) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.
- 1.2 The Minimum Connection Period shall commence on the Activation Date.

## ➤ 2. Landline Service

- 2.1 The Landline Service consists of the provision of:
  - a) a Single Landline or a Multi-Line Landline; and
  - b) the Calls Service.
- 2.2 The Landline Service is provided using premium landlines. At the Customer’s request, Freedom will arrange for directory enquiry entries and entries in the relevant BT residential directory or relevant BT business directory for premium landline.
- 2.3 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the Landline Service. The Landline Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

## ➤ 3. Fixed Service

- 3.1 The Landline Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

## ➤ 4. Landline Features

- 4.1 The landline features (Landline Features) are set out in the Active Support Order form. Further description of these Landline Features can be found on the relevant Service Level Agreement.
- 4.2 Some Landline Features are not available in conjunction with other Landline Features.
- 4.3 The availability of Landline features is dependent on the telephone exchange type which serves the User.

## ➤ 5. Numbers

- 5.1 Freedom will allocate to the Customer a telephone number for the Landline Service. Unless otherwise agreed by the parties, the allocated number will be the next available number in the number range.
  - 5.2 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide Freedom with any information required by Freedom. Freedom will have no responsibility for any delays (including for any liability for failure to meet Service Levels) in the commencement of the Landline Service due to delay caused by the migration of the Customer's existing telephone number.
- **6. CPE**
- 6.1 CPE can only be connected to the Network for the Landline Service using a BT main telephone socket or approved connection point.
- **7. Fault Response**
- 7.1 The default fault response option for the Landline Service is Level 2.
- **8. Termination of a Landline Service**
- 8.1 Where Freedom's supplier receives a valid order which relates to the line on which the Landline Service is provided from another telecommunications provider:
    - a) the Customer will be deemed to have provided notice of termination of a Landline Service in accordance with clause 11.3 of the Fixed Terms with the exception that the 90 days' notice set out in clause 11.3 of the Fixed Terms may not apply; and
    - b) Freedom will terminate the Landline Service in accordance with the standard industry practices.
    - c) The Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Fixed Terms
- **9. Service Level Targets**
- New installation**
- 9.1 Freedom will aim to install new Landline Services in accordance with the target Service Levels set out in the relevant Service Level Agreement.
  - 9.2 Freedom will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.
- Transfer orders**
- 9.3 Freedom will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.
- Fault Response**
- 9.4 Freedom will clear a Failure of the Landline Service:
    - a) if the Customer has chosen the Level 2 fault response option, by the later of:
      - 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
      - 23.59 hours on the appointment date agreed by both parties;
    - b) if the Customer has chosen the Level 3 fault response option, by the later of:
      - 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
      - 23.59 hours on the appointment date agreed by both parties;

- c) if the Customer has chosen the Level 4 fault response option, by the later of:
  - 6 hours from the fault report being received by Freedom; or
  - 23.59 hours on the appointment date agreed by both parties.

## ➤ 10. Law & Jurisdiction

- 10.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

# ➤ ISDN2 Terms

## ➤ Definitions

**“Another Service Provider”** means a provider of telecommunications services, other than Freedom within the United Kingdom;

**“Calls Service”** means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, Wi-Fi data, SMS, MMS and GPRS;

**“Failure of the ISDN 2 Service”** means the continuous total loss of the ability to use the ISDN2 Service;

**“ISDN 2 Features”** means such other services as may be provided by Freedom on the ISDN2 Service, including but not limited to call management services;

**“ISDN Line”** means an integrated services digital network telephone line; and

**“ISDN 2 Service”** means the service described in Clause 2.

## ➤ 1. Commencement & Term

➤ 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form ) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 1.2 The Minimum Connection Period shall commence on the Activation Date.

## ➤ 2. The ISDN2 Service

➤ 2.1 The ISDN 2 Service comprises:

- a) an ISDN Line with two x 64Kbits channels for inbound and outbound voice and data services and one x 16Kbits channel for signalling; and
- b) the Calls Service.

➤ 2.2 There are two variants of the ISDN 2 Service available:

- a) ISDN2e standard – ISDN2e standard is configured as point-to-multipoint (no T-ref) installation so that it can support multi-subscriber numbers; and
- b) ISDN2e system – ISDN2e system allows more than one ISDN2e standard to be linked together to create a multi-line installation with 4,6,8 etc. channels. ISDN2e system is configured as point-to-point (T-ref) installation so that it can support DDIs.

➤ 2.3 The signalling for the ISDN2 Service conforms to ETSI ISDN2e standard for connection to approved equipment.

➤ 2.4 The ISDN Line terminates at the network terminating point.

➤ 2.5 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the ISDN2 Service. The ISDN2 Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

## ➤ 3. Fixed Services

➤ The ISDN 2 Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

## ➤ 4. Availability

➤ 4.1 The ISDN 2 Service is not available on:

- a) the following BT services:
  - FeatureNet;
  - Light User;
  - Analogue DDI;

- BT Basic;
- BT Payphone lines;
- switched multimegabit data service (SMDS) products;
- VPN FeatureNet services;
- private circuits; and

b) other services as may be identified by Freedom from time to time.

## ➤ 5. ISDN2 Features

- 5.1 The ISDN2 Features are set out in the Active Support Order form. Further description of these Landline Features can be found on the relevant Service Level Agreement.
- 5.2 Some ISDN2 Features are not available in conjunction with other ISDN2 Features.
- 5.3 The availability of the ISDN2 Features is dependant on the telephone exchange type which serves the User.

## ➤ 6. Numbers

- 6.1 Freedom will allocate the Customer numbers for each ISDN Line. These will be the next available numbers in the number range and the Customer cannot request a memorable number.
- 6.2 ISDN2e standard can have up to 10 MSNs (Multi Subscriber Numbers) associated.
- 6.3 ISDN2e system supports up to 5 DDI ranges. All numbers in all ranges will have the same service profile for ISDN2e system.
- 6.4 A Single number DDI (SNDDI) is provided as an individual number DDI range. A maximum of 5 SNDDI – which includes the main number - can be provided on an ISDN2e system.
- 6.5 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide Freedom with any information required by Freedom and Freedom will have no responsibility for any delays in the commencement of the Services due to delay caused by the migration of the Customer's existing telephone number (including for any liability for failure to meet Service Levels).
- 6.6 At the Customer's request, Freedom will arrange for the Customer's telephone number to be included within directory enquires and in the relevant BT telephone book for the area.

## ➤ 7. CPE

- 7.1 CPE can only be connected to the Network for the ISDN 2 Service using an approved connection point.
- 7.2 CPE that does not conform cannot be plugged directly into the ISDN Line and will need to be connected via an ISDN 2 terminal adapter.

## ➤ 8. Fault Response

- 8.1 The default fault response option for the ISDN 2 Service is Level 2.

## ➤ 9. Termination of the ISDN2 Service

- 9.1 Where Freedom's supplier receives a valid order which relates to the line on which the ISDN2 Service is provided from another telecommunications provider:
  - the Customer will be deemed to have provided notice of termination of a ISDN2 Service in accordance with clause 11.3 of the Fixed Terms with the exception that the 90 days' notice set out in clause 11.3 of the Fixed Terms may not apply; and
    - a) Freedom will terminate the ISDN2 Service in accordance with the standard industry practices; and,
    - b) The Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Fixed Terms

## ➤ 10. Service Level Targets

### Provision new installation

- 10.1 Freedom will aim to install new ISDN 2 Services in accordance with the target Service Levels set out in the relevant Service Level Agreement.
- 10.2 Freedom will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.

### Provision transfer orders

- 10.3 Freedom will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.

### Fault Response

- a) 10.4 Freedom will clear a Failure of the ISDN 2 Service:
- b) if the Customer has chosen the Level 2 fault response option, by the later of:
  - 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
  - 23.59 hours on the appointment date agreed by both parties;
- c) if the Customer has chosen the Level 3 fault response option, by the later of:
  - 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
  - 23.59 hours on the appointment date agreed by both parties;
- d) if the Customer has chosen the Level 4 fault response option, by the later of:
  - 6 hours from the fault report being received by Freedom; or
  - 23.59 hours on the appointment date agreed by both parties.

## ➤ 11. Law & Jurisdiction

- 11.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

# ➤ ISDN30 Terms

## ➤ Definitions

**“Another Service Provider”** means a provider of telecommunications services, other than Freedom within the United Kingdom;

**“Calls Service”** means the outbound calling service that supports direct dial voice calls to geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. This service does not support other types of communication, including, but not limited to, transfers of GSM data, Wi-Fi data, SMS, MMS and GPRS;

**“Failure of the ISDN 30 Service”** means the continuous total loss of the ability to use the ISDN 30 Service;

**“ISDN 30 Features”** means such other services as may be provided by Freedom on the ISDN Line, including but not limited to call management services;

**“ISDN Line”** means an integrated services digital network telephone line; and

**“ISDN 30 Service”** means the service described in Clause 2.

## ➤ 1. Commencement & Term

➤ 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form ) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 1.2 The Minimum Connection Period shall commence on the Activation Date.

## ➤ 2. The ISDN30 Service

➤ 2.1 The ISDN 30 Service comprises:

- a) an ISDN Line with up to 30 x 64 Kbits channels for inbound and outbound voice and data services and 2 x 64 Kbits channel for signalling and maintenance; and,
- b) the Calls Service.

➤ 2.2 There are two variants of the ISDN 30 Service:

- a) ISDN30e - ISDN30e terminates at a G704 (RJ45) interface for connection to the Customer’s ISPBX or other equipment; and
- b) ISDN30 DASS - ISDN30 DASS terminates at a G703 interface for connection to the Customer’s ISPBX or other equipment.

➤ 2.3 The signalling for the ISDN 30 Service conforms to ETSI Q.931 standard for ISDN30e and DASS2 (Digital Access Signalling System Number 2) for ISDN30 DASS for connection to approved equipment.

➤ 2.4 The ISDN 30 Service supports up to 5 DDI ranges. All numbers in all ranges will have the same service profile for ISDN30e, whereas ISDN DASS can have different service profiles on different channels.

➤ 2.5 A Single number DDI (SNDDI) is provided as an individual number DDI range. A maximum of 5 SNDDI – which includes the main number - can be provided on an ISDN30e. SNDDI is not supported from ISDN30 DASS.

➤ 2.6 The Customer shall not have a carrier pre-select service with Another Service Provider in conjunction with the ISDN 30 Service. The ISDN 30 Service will not be available to the Customer where the Customer has an existing carrier pre-select service.

## ➤ 3. Fixed Services

➤ 3.1 The ISDN 30 Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

## ➤ 4. Availability

➤ 4.1 The ISDN 30 Service is not available on:

- a) the following BT services:
  - FeatureNet;

- Light User;
- Analogue DDI;
- BT Basic;
- BT Payphone lines;
- switched multimegabit data service (SMDS) products;
- VPN FeatureNet services;
- private circuits; and

b) such other services as may be identified by Freedom from time to time.

## ➤ 5. ISDN30 Features

- 5.1 The ISDN30 Features are set out in the Active Support Order form. Further description of these Landline Features can be found on the relevant Service Level Agreement.
- 5.2 Some ISDN30 Features are not available in conjunction with other ISDN2 Features.
- 5.3 The availability of the ISDN30 Features is dependant on the telephone exchange type which serves the User.

## ➤ 6. Numbers

- 6.1 Freedom will allocate the Customer numbers for each ISDN Line. These will be the next available numbers in the number range and the Customer cannot request memorable numbers. Up to 5 DDI ranges can be provided for each ISDN Line.
- 6.2 Where the Customer wants to retain its existing telephone number and such number is not connected to the Network, additional migration work may be required. The Customer will provide Freedom with any information required by Freedom and Freedom will have no responsibility for any delays in the commencement of the Services due to delay caused by the migration of the Customer's existing telephone number (including any liability for failure to meet Service Levels).
- 6.3 At the Customer's request, Freedom will arrange for the Customer's phone number to be included within directory enquires and in the relevant BT telephone book for the area.

## ➤ 7. CPE

- 7.1 CPE can only be connected to the Network for the ISDN 30 Service using an approved connection point.

## ➤ 8. Fault Response

- 8.1 The default fault response option for the ISDN 30 Service is Level 2.

## ➤ 9. Termination of the ISDN30 Service

- 9.1 Where Freedom's supplier receives a valid order which relates to the line on which the ISDN30 Service is provided from another telecommunications provider:
- the Customer will be deemed to have provided notice of termination of a ISDN30 Service in accordance with clause 11.3 of the Fixed Terms with the exception that the 90 days' notice set out in clause 11.3 of the Fixed Terms may not apply; and
  - a) Freedom will terminate the ISDN30 Service in accordance with the standard industry practices; and,
  - b) The Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Fixed Terms

## ➤ 10. Service Level Targets

### Provision new installation

- 10.1 Freedom will aim to install new ISDN30 Services in accordance with the target Service Levels set out in the relevant Service Level Agreement.

- 10.2 Freedom will have all provision new supply orders completed and available for use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.

**Provision transfer orders**

- 10.3 Freedom will have all provision transfer orders completed and available to use by midnight on the date notified to the Customer by Freedom or on a later date agreed by both parties.

**Fault Response**

- 10.4 Freedom will clear a Failure of the ISDN 2 Service:
  - a) if the Customer has chosen the Level 2 fault response option, by the later of:
    - 23.59 hours on the day (excluding Sundays, UK public and bank holidays) following the day on which the fault is treated as being reported in accordance with the Level 2 fault response; and
    - 23.59 hours on the appointment date agreed by both parties;
  - b) if the Customer has chosen the Level 3 fault response option, by the later of:
    - 23.59 hours on the same day if the fault is treated as being reported in accordance with the Level 3 fault response on or before 12.59 hours; or no later than 12.59 hours on the next day if the fault is reported after 12.59 hours but within the working hours for the Level 3 fault response; and
    - 23.59 hours on the appointment date agreed by both parties;
  - c) if the Customer has chosen the Level 4 fault response option, by the later of:
    - 6 hours from the fault report being received by Freedom; or
    - 23.59 hours on the appointment date agreed by both parties.

➤ **11. Law & Jurisdiction**

- 11.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

## ➤ Calls Terms

### ➤ Definitions

“Another Service Provider” means a provider of telecommunications services, other than Freedom within the United Kingdom; and

“Calls Service” means the service described in clause 2.1

“Management Fee” means a Freedom management fee applied to specific services such as Freedom Transparency

“Toll Fraud Service” means the service described in clause 9.1

### ➤ 1. Commencement & Term

➤ 1.1 This Service Schedule shall commence on the Order Effective Date and shall continue in force for its Minimum Connection Period (as specified on the Active Support Order form ) and thereafter from year to year to completion of the Minimum Term of the Customer’s Active Support Contract.

➤ 1.2 The Minimum Connection Period shall commence on the Activation Date.

### ➤ 2. Calls Service

➤ 2.1 The Calls Service is an outbound calling service that allows customers to make direct dialled calls both in the United Kingdom and overseas.

➤ 2.2 The Calls Service supports voice calls to UK geographic numbers, mobile numbers, non-geographic numbers, premium rate numbers, international direct dial numbers, the emergency services and the operator. The Calls Service does not support other types of communication, including, but not limited to, transfers of GSM data, wifi data, SMS, MMS and GPRS.

### ➤ 3. Fixed Service

➤ The Calls Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### ➤ 4. Availability

➤ 4.1 The Customer must have and maintain a fixed line which is maintained by BT. If the line is provided by Another Service Provider that is not BT, then the Customer will need to ensure that the existing operator has not barred another operator from taking a “calls only” service.

➤ 4.2 The Calls Only Service is not available on the following BT services:

- a) Bill Direct;
- b) FeatureNet;
- c) FeatureLine; and
- d) Low User Scheme;
- e) BT In-contact Plus;
- f) temporarily out of service lines;
- g) outgoing calls barred lines; and
- h) other services as may be identified by Freedom from time to time.

### ➤ 5. Use of Calls Service

➤ 5.1. The Customer will remain solely responsible for paying all charges levied by Freedom or Another Service Provider in respect of the fixed line.

➤ 5.2. Freedom has no responsibility for any limitations on the network of Another Service Provider which may affect provision of the Calls Service.

➤ 5.3. Freedom may be unable to provide the Calls Service from time to time, for reasons including, but not limited to, Another Service Provider’s processes, technical limitations in fixed networks,

network outages and/or physical, meteorological or geographical conditions. Freedom will not be liable where it is unable to provide the Calls Service in these circumstances.

## ➤ 6. Fault Response

- 6.1. There is no fault response option for the Calls Service.
- 6.2. Any faults or any nuisance calls should be reported to the fixed line provider.

## ➤ 7. Tariff

- 7.1 The Customer hereby acknowledges and agrees that Freedom have agreed to supply the Calls Service to the Customer at the agreed Tariff and charges specified on the relevant Active Support Order form and the Customer has committed to any Minimum Spend Requirements and/or call management fee charges (Management Fee Charges) commitments.
- 7.2 Freedom's call rates for outbound calls to UK non-geographic numbers are charged according to the banding used by BT. The Customer hereby acknowledges and agrees that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change, Freedom will apply this change from the 1st of the month following the change and the Customer acknowledges that Freedom may not always be able to give notice of such changes.
- 7.3 Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

## ➤ 8. Call charges

- 8.1 Freedom will bill the Customer for all Calls that are routed over Freedom's chosen network provider. Any Calls that are routed by other means for any reason beyond Freedom's control and for which the Customer is invoiced by another provider will remain the Customer's responsibility. It is the Customer's responsibility to advise Freedom if the Customer receive invoices from other providers for any services the Customer believes to be with Freedom. Freedom shall not be liable for any loss or damages as a result of the Customer being invoiced by other providers (including but not limited to any perceived loss of savings).
- 8.2 Unless otherwise stated in the Active Support Order form, the following apply to calls made using the Calls Service:
  - a) call prices are quoted by the minute and are priced based on duration, destination and time of day;
  - b) the duration of each call shall be measured to the nearest second with the exception of any calls as defined in a bundle tariff which will be calculated on a per minute basis;
  - c) the cost of an individual call is rounded down to the nearest deci-pence (i.e. 0.1p or £0.001), with the final bill total rounded to the nearest penny;
  - d) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice;
  - e) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday;
  - f) evening rate call Charges apply from 00:00 to 07:00 and 19:00 to 23:59, Monday to Friday;
  - g) weekend rate call Charges apply from 00:00 Saturday to 23:59 Sunday; and,
  - h) some calls are subject to a minimum Charge as detailed in the relevant tariff specified on an Active Support Order form.

## ➤ 9. Toll Fraud Service

- 9.1 Where the Toll Fraud Service is applied to a CLI, Freedom shall operate to bar calls by that CLI where CPS calls only from that CLI to destinations other than UK geographic or UK mobile numbers totalling £500 have been made within a 24 hour period having gone over the Gamma Network.
- 9.2 When spend by a single CLI on CPS calls to all destinations other than UK geographic or UK mobile reaches £500 within a 24 hour period over the Gamma Network any

further calls from that CLI will be barred. This bar will apply to all destinations including UK geographic and UK mobile.

- 9.3 The bar can be lifted by the Customer through the Freedom service desk in the normal way. Charges for CPS calls to the relevant destinations will therefore be limited to £500 (excluding value added tax) for as long as the bar on those numbers remains in place.
- 9.4 Calls going over any other Network other than the Gamma Network will not be protected by the Toll Fraud Service

## ➤ 10. Termination of a Calls Service

- 10.1 Where Freedom's supplier receives a valid order which relates to the line on which the Calls Service is provided from another telecommunications provider:
  - a) the Customer will be deemed to have provided notice of termination of a Calls Service in accordance with clause 11.3 of the Fixed Terms with the exception that the 90 days' notice set out in clause 11.3 of the Fixed Terms may not apply; and
  - b) Freedom will terminate the Calls Service in accordance with the standard industry practices.
  - c) The Customer shall pay Freedom any Termination Charges due pursuant to clause 11.4 of the Fixed Terms

## ➤ 11. Law & Jurisdiction

- 11.1 This Agreement is governed by and construed and interpreted in accordance with English Law and all Parties hereby submit to the exclusive Jurisdiction of the English Courts.

## ➤ Document Control

Amendment History

Version	Date	Author	Amendment
1.0	October 2013	Kevin Kemp	Published
1.1	March 2014	Kevin Kemp	Minor Amendments – Activation Date/Commencement
1.2	September 2014	Kevin Kemp	Minor Amendments - Calls Terms
1.3	July 2015	Ali McGregor	Minor Amendments & Branding update

# Freedom

## End-to-End Unified Communications

For over 26 years, our comprehensive portfolio has supported over 6,000 customer locations, providing one point of presence for all communications needs.



### Unified Communications -

the optimisation, integration and management of all communications and supporting infrastructure.



**Skype for Business** - enterprise grade telephony, presence, instant messaging, audio and video calling, online meetings, and easy sharing and collaboration.



**Data Networking** - the foundation of communications infrastructure, optimised to support modern working practices such as Voice and Video.



**Cloud Services** - migrating you seamlessly to 24 x 7 reliability and scalability, ensuring you're always up to date with managed Cloud communications.



**Network Services** - providing structural connectivity for business communications, from traditional lines and minutes, through to innovative SIP and internet connectivity.



### Active Support -

Freedom's ongoing commitment to manage your leading edge business communications, providing world class service and support.

### Freedom Partnerships

To complete the unified solution, we work with specialist partners, including;

Microsoft



Gamma

Alcatel-Lucent



aruba  
NETWORKS