

# GENERAL TERMS AND CONDITIONS FOR: Hosted VoIP Solution

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## Solution Terms for Hosted VoIP Solution

### Abbreviations:

CWT: Countrywide Telecoms

### 1. Interpretation

- 1.1. The Hosted VoIP Solution (referred to in these Solution Terms as "VoIP" or the "Solution") is provided in accordance with the Customer's Agreement with CWT.
- 1.2. The Hosted VoIP Solution Description forms part of these Solution Terms.
- 1.3. The parties must agree the Hosted VoIP Requirements prior to provision of this Solution by CWT. This forms part of these Solution Terms.
- 1.4. All mention of pricing within this document are in relation to the price plan document you would receive on your request of services from CWT.

### 2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution, except where amended below or in the Solution Description.

- 2.1. **Customer Site** means the property, and the curtilage of that property the address of which is detailed in the Statement of Requirements or the Connected Business Order Form.
- 2.2. **CWT** means Countrywide Telecoms
- 2.3. **HVS** means Hosted VoIP Solution

### 3. Hosted VoIP – The Solution

- 3.1. Subject to the terms of the Customer's Agreement with CWT (including these Solution Terms) CWT will:
  - (a) maintain and provide technical support for the HVS Equipment
  - (b) provide the customer with access to a helpdesk 24/7 363 days of the year
  - (c) hold and deploy additional HVS Equipment
  - (d) remotely monitor the HVS equipment and report on any performance issues, we will also be providing the customer access to an online portal.

3.2. All risks and ownership in the HVS Equipment pass to the customer on delivery.

### 4. Charges.

- 4.1. Site set-up charge. There will be a one off charge per customer site based on the customer's requirements. Site Set Up Charges will be invoiced on completion of each site set-up.
- 4.2. Monthly Charges will be invoiced monthly and in advance and shall commence from the point the HVS is activated on each Customer Site.
- 4.3. Additional charges may apply as set out in the Solution Description. These charges will be added to the monthly invoice.
- 4.4. The management software you, the customer, has access to is only accurate to 15% of minute use and as such should be used as a guide.

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- 4.5. All CWT payment terms are for 30 days. Failure to pay within this time WILL result in disconnection and a reconnection charge of £100.00 payable before the service is reconnected.
- 4.6. Any handling of the HVS equipment unauthorised by Countrywide Telecoms technicians will result in a void in warranty. Excess call out charges and a charge for a replacement kit may be issued.

**5. Credit Limits**

- 5.1. For all new customers' a credit line is opened after the first purchase. This is at the discretion of CWT your limit may increase or decrease over time.

**6. Customer Obligations.**

- 6.1. It is the Customer's responsibility to configure at its own cost any virtual private network not supplied by CWT which it may use in conjunction with the services. CWT does not warrant that any virtual private network not specifically approved for use by CWT will be compatible with the services and shall bear no liability for any such lack of compatibility.

**6.2. The Customer shall:**

(a) allow CWT access to the Customer Site as is reasonably necessary to operate, maintain, repair, renew, upgrade, add, alter, remove and replace the HVS Equipment on the customer site provided that all such persons comply with such reasonable security and safety procedures as are required by the Customer.

(b) at its own expense provide electricity to each item of the HVS Equipment needing electricity, in accordance with specifications prescribed by CWT from time to time.

(c) not interfere with the HVS Equipment;

(d) take all reasonable steps to protect the HVS Equipment from loss, theft or damage;

(e) without prejudice to the Customer's obligations to any third party which owns or occupies the Customer Site or any part of the Customer Site, the customer shall not interfere with or remove the HVS Equipment; and (ii) any such third party shall permit CWT, its employees, agents, group companies or independent contractors to enter onto the Customer Site to maintain the HVS Equipment

(f) ensure that a representative is on Customer Site during any installation or decommission to provide sign off.

**7. Recovery of equipment.**

- 7.1. If the Customer no longer requires the Solution at a Customer Site then it must give CWT a minimum of 30 Days' notice to retrieve any HVS Equipment. For the duration of this notice period the Solution will still be billed for.

**8. Terms and Termination.**

- 8.1. Upon sending CWT a purchase order number, it will be understood that you are effectively agreeing to the terms set out in this document.
- 8.2. A minimum term applies to this solution as set out in the proposal or applicable contract change note. The Minimum Term is per Customer Site and commences upon completion of installation at that site.

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- 8.3.** On termination of this Solution CWT may require the customer to return all HVS Equipment that it does not have title to back to CWT at its own expense. Any HVS Equipment that is not returned, or if in CWT's reasonable opinion is not returned in good working order, CWT reserves the right to charge the Customer List Price for any such equipment (as stated in 4.7).
- 8.4.** If the Customer no longer requires the Solution at a Customer Site then it must give CWT a minimum of 30 Days' notice to retrieve any HVS Equipment, with this notice period still being billed as per 7.1.
- 8.5.** It is always assumed that our device or service is required and we will not make any attempt to cancel or stop the service unless you, the customer, comply with **8.3** under the terms and conditions of service.
- 8.6.** Without prejudice to its other rights under this agreement, CWT may additionally suspend the customer and/or all the users' access to the relevant service(s) where payment on outstanding charges have not been received within 7 days of the invoice, and where those charges are not being disputed in good faith, or where any agreed credit limit on the charges has been exceeded by the customer.

**9. Technical Support**

- 9.1.** CWT will use reasonable endeavours to rectify faults within the TRT specified in the Service Level Agreement set out in the Solution Description. TRT will be suspended while CWT is awaiting the customer's response or action, or that of a customer supplier. CWT will keep the customer informed of any changes to the fault response timescales and TRT ends when CWT reports the Services are fully restored.
- 9.2.** Contact details for the Customer's First Line Support are set out in the Hosted VoIP Solution Contract
- 9.3.** CWT will try to rectify any faults remotely, and if this fails then a call out request will be booked in with a 1 working day SLA.
- 9.4.** Any faults found that are not the fault of CWT or HVS will be charged at the call out rate found in the current price guide.

**10. Consequential Loss**

- 10.1.** CWT shall not be responsible for any business loss due to any part of our product or service failing. However, we will make best endeavour to ensure you, the customer, are updated on any issues should they arise and resolve them as quickly as possible (as long as the fault is with CWT or its equipment). CWT shall not be responsible for any network downtime whilst we are assisting in trying to gain reconnection information.

**11. Your Information**

- 11.1.** You and anyone who you buy the services for agree that we, our group companies, and our carefully selected business partners can use information about users including information about use of our network and services and related products. We and such

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parties may also use the given address to tell you about our products, services and third party offers that may be of interest to you, and for research and analytics purposes. You can ask us to stop sending you direct marketing at any time.

**12. Service Performance**

- 12.1.** CWT can only give a service performance results based on the uptime of the phone system, along with call connectivity and packet data monitoring.