

TERMS AND CONDITIONS FOR IP TELEPHONY SERVICES rev 1.2

These terms and conditions and any service specific terms and conditions govern your use of IP telephony services provided by Swains plc, 11 King Street, Kings Lynn, Norfolk, PE30 1ET ("The Supplier", "Swains")

1. Definitions

Access line	Means the telecommunications circuit you use to obtain PSTN services at the premises notified by you
ADSL	Asymmetric Digital Subscriber Line, also referred to as Broadband
Contract	Means the agreement between you and Swains incorporating these terms and conditions, any service specific terms and conditions and the order form
BT	Means British Telecommunications PLC
Carrier	Means Public Telecommunications Operator
CPE	Customer Premises Equipment
Charges	Means any charges payable by you for the provision of the services pursuant to this agreement as detailed in the Order Form
Emergency Services	Means the service that connects a user to emergency services personnel or public safety answering points pursuant to applicable local and or national regulatory requirements
IP	Internet Protocol
IP Services	The provision of services utilizing IP as the delivery protocol
IP Telephony	Making and receiving calls using IP
Management Portal	Online access provided to control the IP services and configuration
Service Agreement	Means the agreement between Swains and the Customer including these terms and conditions, and including the General terms and conditions that are incorporated by clause 2.1, and including the pricing schedule, the order form, any continuation sheets, any addendums, and any additional orders accepted by Swains Plc
VoIP	Voice over Internet Protocol
PSTN	Public Switched Telephone Network

2. Service Agreement

2.1 The Service Agreement shall be deemed to incorporate the General Terms and Conditions and these terms and conditions. In the event of any conflict, the terms and conditions of the Service Agreement prior to such incorporation shall prevail

3. Use of the services

- 3.1 Usage of the network and services made available by Swains will be entirely at your own risk, responsibility and cost and Swains does not provide any warranties or covenants or undertakings of any kind relating to the standard or suitability of the service/s or any other act, matter or items.
- 3.2 You agree that calls made to 999/112 public emergency services can be made only when the service is fully operational, and calls to such numbers may not be possible:
- 3.2.1 During a service outage where the end user loses connectivity to the internet
 - 3.2.2 During a service outage where the IP service is unavailable
 - 3.2.3 During a service outage due to a power failure
 - 3.2.4 When end user account has been suspended
- In such cases you should use a PSTN line to make the emergency call
- 3.3 You undertake to provide the carrier, via the management portal, with up to date records of the location of the IP service to ensure Emergency service records are updated. Swains accept no liability for loss or damages caused by incorrect information provided to the emergency services or for the inability to contact them utilizing an IP service. It is your responsibility to ensure the emergency services are informed of the nature of the emergency, exact location and contact phone number when contacting them
- 3.4 It is the customer responsibility to ensure a PSTN or alternative telephony service is available for contacting Emergency Services
- 3.5 You are responsible for ensuring your Internet connectivity meets the minimum specification listed in the order form.

4. Apparatus and Equipment

- 4.1 Swains will supply you with the apparatus and equipment required to operate the IP services as defined on the order schedule.
- 4.2 Swains will use reasonable endeavours to pass on the benefit of any manufacturer's warranty but accepts no liability for or related to warranty claims under any circumstances
- 4.3 You agree that any equipment installed or provided by or on behalf of The Supplier (with the exception of equipment purchased by and paid for you) shall at all times remain the property of The Supplier and shall be returned to The Supplier by you forthwith upon request. Any damage to or loss of The Supplier's routing equipment, howsoever caused (except damage or loss caused by authorised personnel) shall be your responsibility and you agree to pay for any repairs or replacements.
- 4.4 It is the end user responsibility to ensure Ethernet and network connectivity from the Router to all devices required to access the IP services

5. Telephone Numbers

- 5.1 You agree the telephone numbers issued with, or ported onto the IP service remain the property of Swains and upon termination of this agreement will be returned to Swains, unless agreed in writing with Swains and ported to an alternative carrier prior to the termination date.
- 5.2 Where a telephone number is ported onto the IP Service, The Supplier nor any authorized representative or agent are under any liability to you or any third party in respect of loss, damage or expense of whatever nature, directly or indirectly arising from defect in, or failure in the services to operate in the way you expect or anticipate.
- 5.3 Where agreement is provided to port numbers from the IP Service to an alternative provider, it is the responsibility of the customer to organize the port with the new provider.

6. Suspension of Service

- 6.1 The Supplier may, at its sole discretion and without notice elect to suspend forthwith provision of Services until further notice without compensation on notifying you in writing (service of such notice by way of dispatch, sending by post, facsimile or e-mail being considered sufficient service) in the event that:
- 6.1.1 The carrier is required to perform planned or emergency maintenance
- 6.2 Any use of The Services during any notice period allowed by The Supplier referred to above is to be charged and paid for immediately.
- 6.3 You shall reimburse The Supplier for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provision of The Services as appropriate. This shall not apply where the suspension is implemented otherwise than as a consequence of breach, fault or omission on your part.

7. Duration and termination

- 7.1 The Service Agreement shall commence on the date Swains accepts the Customer order, and shall continue until terminated in accordance with clause 2 of the general terms and conditions.
- 7.2 The Minimum Term for IP Telephony Services is 12 Months
- 7.3 The Minimum Term may be varied by customer agreement or on the Service order schedule
- 7.4 Service cancellation charges in addition to any other termination fees are applicable to all services and are charged upon notice of termination of service

8. Fault Resolution and Service Interruption

- 8.1 Swains do not guarantee that the service will be fault free
- 8.2 The Customer shall notify Swains of any material fault in the services in accordance with the relevant service literature and Swains shall use reasonable endeavours to remedy the fault as quickly as practicable.
- 8.3 Swains may at any time, which may be at the request of a legal or regulatory authority, or for operational reasons:
- 8.3.1 change the code or phone number or the technical specification of the Services
 - 8.3.2 interrupt the service for emergency or operational reasons