

SPECIFIC TERMS AND CONDITIONS (“SPECIFIC CONDITIONS”) - FIXED LINE & SIP TRUNKS

1. GENERAL

- 1.1 The Services are provided by JS Solutions ICT Ltd (Company Number 11737519) (**Supplier**) a company registered in England and Wales, trading as GreenCity Solutions. Our registered office is The Centre Building, Orton Enterprise Centre, Peterborough, PE2 6XU.
- 1.2 These Specific Conditions form part of the Contract. All the terms and conditions contained in the General Conditions shall apply to the Services unless there is any inconsistency between any of the provisions of the General Conditions and the provisions of these Specific Conditions, in which case, the conflicting provisions of these Specific Conditions shall prevail.

2. INTERPRETATION

- 2.1 In these Special Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Charges the charges payable by the Customer for the supply of the Services in accordance with the provisions of the Contract (including but not limited to the charges described on the relevant Charges Sheet and Tariff Sheet (as defined in the General Conditions).

Contract has the meaning defined in the General Terms and Conditions.

Customer means you, the user of the Services who is not an individual consumer and who is contracting for the purposes of a business and having a legal identity separate from the persons (if any) of which it is composed, including but not limited to, a company, a body corporate, a corporation sole, a charity, a partnership, a government body and a public authority.

General Conditions means the general terms and conditions found at <https://greencityict.co.uk/site/termsandconditions/>

Services means the Fixed Line & SIP Trunks & SIP Trunks Services provided by the Supplier to the Customer pursuant to the terms of the Contract.

Start Date has the meaning in clause 2 of the General Conditions.

3. OUR FIXED LINE & SIP TRUNKS & SIP TRUNKS SERVICES

- 3.1 The Customer acknowledges that the terms of these Specific Conditions shall not apply to any provision of broadband by the Supplier to the Customer and that separate terms and conditions shall apply to such service.
- 3.2 The Supplier shall use its reasonable endeavours to ensure that the Services shall include:
 - 3.2.1 the installation or takeover and rental of one or more fixed telephone line(s);
 - 3.2.2 the ability to make or receive telephone calls;
 - 3.2.3 the ability to send and receive information through the Customer's telephone line. For example, from computers equipment.
 - 3.2.4 any one of a range of call price plans that enable the Customer to make discounted telephone calls;
 - 3.2.5 any other facilities such as caller display that we agree to give the Customer;
 - 3.2.6 one phone number for each fixed telephone line that the Customer rents from the Supplier, which will be published (with the Customer's business details) in the appropriate telephone directories, and will be available on directory enquiries services, unless the Customer informs the Supplier in writing that it does not require this;
 - 3.2.7 where possible (and in particular not when the Customer operates a hosted telephone system) access to the emergency services and provision of caller location information; and
 - 3.2.8 any other fixed telephone line related services that the Supplier agrees in writing to provide to the Customer under these Specific Conditions.

4. COMMENCEMENT

- 4.1 Where the Services include the installation of telephone lines, a date for the installation will be agreed between the Supplier and the Customer. If the Customer cancels any appointment for the installation of the Customer service after 12.00pm on the day before we agree to install the Customer telephone line, the Customer will be liable to pay a missed appointment charge at our then current Charges.
- 4.2 Time is not of the essence for the delivery of the Services. The Supplier will use its reasonable endeavours to provide the Services by any date agreed with the Customer, but any suggested date is an estimate only and should not be relied upon when creating corresponding obligations with third parties.

4.3 Where, as part of the Services the Supplier is required to arrange telephone line transfers, the Supplier will use its reasonable endeavours to arrange the transfer of the telephone line from the Customer's current provider within ten working days of being requested to do so by the Customer. The time taken to port telephone numbers from other networks varies and sometimes it may not be possible or reasonably practicable to do so at all. The Supplier gives no assurances, representations nor warranties about the time scale or possibility of porting telephone numbers and where it is not possible to do so, will provide the Customer with a new telephone number(s).

5. HOW THE FIXED LINE & SIP TRUNKS & SIP TRUNKS SERVICES ARE PROVIDED TO THE CUSTOMER

- 5.1 The Supplier provides the Services via wholesale line rental (**WLR**) and, for telephones lines with the Supplier's broadband services, Next Generation Networks (**NGN**). WLR means that the Supplier will invoice the Customer for line rental of the Customer's telephone line and the relevant provider (an example being, BT Openreach™) will continue to maintain the Customer's telephone line and be responsible for fixing any faults that may occur. The Supplier shall not be liable in respect of the maintenance of the Customer's telephone line and any disruption to the Services which may occur as a result of that failure.
- 5.2 Developments in network technology (known as **Local Loop Unbundling** or **LLU**) may enable the Supplier to provide the Services with broadband service to the Customer through Next Generation Networks (**NGN**). If the Customer has previously agreed to receive the Supplier's WLR service the Supplier may, at its discretion, transfer the Customer to its LLU network, provided the Services are substantially the same supplied to the Customer prior to such transfer. If a NGN is available to the Customer at the time of the Customer's transfer to the Supplier, the Supplier may, at its own discretion, transfer the Customer directly to this network. In all circumstances the Customer telephone line from the exchange to the Customer premises will continue to be maintained and repaired by the relevant third party provider and the Supplier shall not be liable in respect of the maintenance of the Customer's telephone line and any disruption to the Services which may occur as a result of that failure.
- 5.3 The Customer acknowledges that in order to avoid delays occurring in the start of the Services, the Supplier will need to be notified by the relevant third party provider of any products or services presently in use on the Customer line that are incompatible with the WLR or NGN service provided as part of the Services. The relevant third party

provider or other network providers are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into these Specific Conditions the Customer gives consent to the relevant third party provider or other network providers to disclose such information to the Supplier. The Customer also gives the Supplier authority to act as the Customer's agent to arrange connection to the Services and will provide the Supplier with all necessary assistance in this regard and indemnify the Supplier for any loss suffered by the Supplier for the purposes of acting as an agent. If the Supplier is unable to take over the billing of the Customer line rental, for whatever reason, the Customer hereby authorises the Supplier to carry the Customer phone calls only through CPS (see below).

6. CARRIER PRE-SELECTION SERVICE (CPS) & LOCAL LOOP UNBUNDLING (LLU)

6.1 CPS & LLU is the routing of the Customer services through a carrier other than BT™. Your phone line(s) are still maintained by the relevant third party provider's engineers but the calls and broadband service are carried on another network. The Supplier reserves the right to select and, at any time, change any carrier or other service provider for the purposes of providing the CPS or LLU service. The Customer hereby irrevocably authorises the Supplier to give all notices, nominations and other authorisations necessary for us to provide the CPS or LLU service and will provide the Supplier with all necessary assistance in this regard.

7. PRICING

7.1 The Charges will be calculated in accordance with the Contract.

7.2 Where the Services are supplied without an unlimited call plan, the inclusive minute allowances specified in the Contract, will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).

7.3 Where calls are made in excess of the inclusive minute allowance in the Customer's Contract, those calls will be charged in accordance with the Supplier's Charges then in existence and will be rounded up to the nearest whole penny. In addition, a per call connection charge will be payable by the Supplier.

7.4 Where the Services are supplied as part of an unlimited call price plan, usage is subject to the Supplier's Fair Usage Policy (as defined in the General Conditions).

7.5 In the event that the Customer exceeds the limits included in our Fair Usage Policy:

7.5.1 the Customer will be charged at the Supplier's then current call Charges;

- 7.5.2 the Supplier reserves the right to switch the Customer to a more appropriate tariff or call price plan at any time, to suspend the Services, or to terminate the Services with immediate effect in the event of excessive calls being made.
- 7.6 When determining the Charges in relation to the Services, the following will apply:
- 7.6.1 Local & national calls are numbers beginning 01 and 02 and 03 only and do not include non-geographic numbers (0845, 0870 etc.) premium rate numbers (09xx) and Internet access numbers.
- 7.6.2 Mobile call rates refer to calls to all mobile networks and limited to UK only calls.
- 7.6.3 Inclusive international minute allowances under a calling card package will be deducted in one minute increments (with any part minutes rounded up to the nearest minute). Charges for international calls outside of the Customer inclusive minute allowances will then be rounded up to the nearest whole penny. In addition, a per call connection Charge will apply.
- 7.6.4 The Customer shall be liable for connection charges which apply to all calls except to calls which are part of an inclusive call price plan (or calling card package) or calls to free -phone numbers as specified in our Tariff Sheets (defined in the General Conditions).
- 7.7 If any part of a bundled service (e.g. phone and broadband) is cancelled, the Supplier will automatically apply to the Customer its then current Charges for any remaining part of the Services.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer agrees and confirms:
- 8.1.1 to use (and permit the use of) the Services in accordance with the Contract;
- 8.1.2 to promptly and fully comply with any instructions given by the Supplier from time to time and any laws, regulations and licenses which apply to the use by the Customer of the Services or related services;
- 8.1.3 not to allow an alternative supplier to override, bypass or otherwise interfere with the provision of the Services either through the installation of equipment or through the BTTM local exchange during the term of the Contract;
- 8.1.4 not to use the Services in any way the Supplier considers is or is likely to be detrimental to the provision of the Services to the Customer, or to the services we provide to any other customers of the Supplier's customers;

- 8.1.5 to be responsible for any engineering reprogramming costs or equipment removal costs that may be required to terminate the services of the Customer's previous supplier(s) and to indemnify the Supplier for any loss suffered in respect of such costs;
 - 8.1.6 not to use the Services in any way which contradicts the Acceptable Use Policy to transmit any material which may be abusive, offensive, obscene, indecent, menacing, defamatory or which might cause annoyance, inconvenience or needless anxiety to anyone or to commit a fraud or other criminal offence;
 - 8.1.7 if the Customer is on an unlimited tariff, not to exceed the Supplier's Fair Usage Policy.
- 8.2 If the Customer requests and the Supplier agrees to a change of all or part of the Services, or a change of the location where the Services are provided to the Customer, the Customer must complete such formalities as the Supplier shall require, giving effect to such change. The Customer shall pay to the Supplier its then current Charges to reflect such change of Services of location change. The Supplier may require payment prior to effecting such changes. The Supplier shall be entitled to revise the Charges the Customer pay to reflect the changes agreed with the Customer.
- 8.3 The Customer is responsible for terminating, at the Customer's own expense, any contracts the Customer may have with the Customer's previous suppliers for services similar to the Services and the Customer shall indemnify the Supplier for any loss suffered in respect of such costs.
- 8.4 The Customer is responsible for terminating, at the Customer's own expense, any contracts the Customer may have with the Customer's previous suppliers for services which are not compatible with the Services and the Customer shall indemnify the Supplier for any loss suffered in respect of such costs.
- 8.5 Minimum system requirements to enable the Services to be delivered will be notified to the Customer in writing from time to time by the Supplier. The Customer confirms that it will be responsible for complying with these minimum system requirements and acknowledges that the delivery of the Services is dependent upon the Customer complying with such minimum system requirements.

9. REPAIRS TO THE FIXED LINE & SIP TRUNKS & SIP TRUNKS SERVICES

- 9.1 The Supplier will use its reasonable endeavours to provide the Services on an uninterrupted basis, but the Customer acknowledges and agrees that from time to time faults may occur.
- 9.2 The Supplier is not responsible for repairing and/or maintaining the Customer's landline and shall not have any liability in this regard. The relevant third party provider (such as, BT Openreach™) will continue to have responsibility for maintaining the Customer's landline and fix any faults that may occur. Furthermore, if the Customer has a broadband service on the landline which is not supplied by the Supplier, the Supplier shall not be responsible for repairing faults at the exchange level or have any other liability in this regard. The Supplier may, at its sole discretion and where applicable, report any fault to the party responsible for the service but makes no assurances as to whether this will be done on all occasions.
- 9.3 The Supplier will use its reasonable endeavours to correct any defect or fault in the Services unless such fault is as a result of the fault of the Customer and/or a third party. The Customer should notify any faults on the Services on the Customer Service & Fault Notification: 01733 830555, which the Supplier will use its reasonable endeavours to make available at all times.
- 9.4 Where a fault in the Services is reported by the Customer to the Supplier, the Supplier will apply an engineering call out charge if the Supplier sends an engineer to the Customer's premises and a fault or failure is on the Customer's own equipment or use of the Services, and not in the Supplier's equipment or the Services, or is caused by accidental damage. Additional time related charges and replacement equipment costs may also be charged as part of the Charges.

10. SUSPENSION OF THE FIXED LINE & SIP TRUNKS & SIP TRUNKS SERVICES

- 10.1 We may suspend the Services (without being liable to compensate the Customer):
- 10.1.1 the event of a local or national emergency;
 - 10.1.2 to comply with a request from a government or other competent authority;
 - 10.1.3 to protect or provide service assistance to rescue or other essential services or otherwise;
 - 10.1.4 to maintain the quality of our the Services or to upgrade the Services;
 - 10.1.5 if the Customer fails to pay any amount due to us;
 - 10.1.6 if an event occurs which is beyond our reasonable control;
 - 10.1.7 if the Customer breaches any part of the Contract; or

10.1.8 if the Supplier has a reasonably held suspicion of the Customer's fraudulent activity or misuse of the Services.

11. ALLOCATION, NUMBER PORTABILITY AND DAILY RATE RENTAL CREDIT

11.1 The Supplier will use its reasonable endeavours to provide number portability to the Customer, as soon as reasonably practicable and on reasonable terms, when the Customer requests so and provided that:

11.1.1 there are no technical or physical reasons preventing the portability of the number(s) requested by the Customer; and

11.1.2 the Customer undertakes to pay the Supplier's reasonable charges for such number portability if applicable;

11.1.3 if the Customer requests a transfer of the Customer's telephone number from another telephone provider, the Supplier will use reasonable endeavours to do this if reasonably practicable and provided that the Customer's existing telephone provider agrees to release the number; and

11.1.4 if it is not reasonably practicable, the Supplier will provide the Customer with a new number(s).

11.2 Any telephone numbers allocated to the Customer by the Supplier (if any) do not belong to the Customer. The Customer accepts that it does not acquire any rights whatsoever in such telephone numbers and the Customer must make no attempt to apply for registration of the same as a trademark, service mark, or domain name or any other registered intellectual property right in any jurisdiction whether on its own or in conjunction with some other words or trading style. The Customer is not entitled to sell or agree to transfer to a third party any telephone number allocated to the Customer by the Supplier.