

Conditions for Voice Services



Your agreement with us (this “**agreement**”) is made up of the following documents:

- i. The Service Agreement;
- ii. The relevant tariff(s) for the services we agree to provide to you; and
- iii. Any further conditions relating to specific Services;
- iv. These Conditions for Voice Services; and
- v. The Conditions for Communication Services.

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

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

1. The Services

1.1. Outbound Service

1.1.1. All Calls are to be routed over our chosen network. Should any Calls be routed over any other network with or without your knowledge, other than during a service failure or network outage that we have notified you of or for any other reason we may agree with you, then we reserve the right to bill you at our Standard Tariff.

1.1.2. Where you use a Call forwarding feature on any of our Services, you agree and accept that such forwarded Calls will be chargeable at the rate applicable on your Tariff at the time.

1.2. Inbound Service

1.2.1. We reserve the right to apply a monthly Service Charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this Service Charge has been applied and a number subsequently carries traffic in any month then this Service Charge will not apply to the months where there is traffic.

1.2.2. We reserve the right to apply a nominal monthly Service Charge for each inbound number where the only Service you take from us is the Inbound Service.

1.2.3. If an inbound number is withdrawn by Ofcom or Phone-paid Services Authority or any of our suppliers for reasons beyond our control we reserve the right to recover the number(s) from you immediately. We will use our reasonable endeavours to supply you with another number which is acceptable to you.

1.2.4. Where you take an international number as part of the Inbound Service, in addition to the above, the following shall apply:

1.2.4.1. we cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that you perform full compatibility tests prior to publishing any international number(s) provided by us;

1.2.4.2. we cannot guarantee support for Calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;

1.2.4.3. you accept that restrictions to the service may apply in certain countries and you agree to abide by these restrictions;

1.2.4.4. we are reliant on third parties for delivery of your billable call records so there may be a delay in us billing you for your international inbound Calls, there will be no time limit on us billing you for these Calls. In some cases Calls will be logged in two parts and we may bill these parts in different months, but endeavor to do this within two concurrent months.

1.3. Conferencing Services

1.3.1. Where we provide you with numbers or access codes in relation to the Conferencing Services, you accept you do not own the numbers or access codes and we reserve the right to withdraw these at any time. On termination of the Conferencing Services for any reason any

numbers and/or access codes provided by us will be withdrawn.

1.3.2. Conferencing Services may be subject to maximum participants which may vary from time to time.

1.3.3. You agree to keep confidential all access codes and only share guest access codes with any guest participants. You will be liable for all Service Charges whether the service was used with your knowledge or not.

1.4. IP Telephony Service

1.4.1. If you have an IP telephony service and it is to be used principally in a fixed location, you must register that address with us prior to activation. Furthermore, if you have a reasonable expectation that the IP telephony service is to be used in multiple locations, we recommend that you update the location information associated with it whenever accessing the IP telephony service from a new location. You can update this information either using the portal or by notifying us of any change in address. For the avoidance of doubt, it is your responsibility to maintain an accurate record of this address information so that we can supply the information to the Emergency Organisation(s). We are not liable for any consequences of your failure to do this.

1.4.2. Where Call routing utilises IP, you acknowledge that call quality and availability can be subject to factors outside of our control e.g. bandwidth contention or quality of service (QoS). We shall not be liable to you in respect to any quality or availability issues with such a Service.

1.4.3. The Horizon IP Service requires a minimum of sixty (60) days’ notice of termination to take effect no earlier than the end of the current Minimum Term.

1.4.4. Where you take an international IP Service you agree to comply with any in country regulatory obligations that may be applicable to your use of the service.

1.4.5. The SIP with Semafone Service requires a minimum of ninety (90) days written notice of termination, such notice to be given not less than ninety (90) days before the expiry of the current Minimum Term.

1.4.6. Handsets which can be used to access IP telephony services may be configured to our network. On termination of this Agreement, if you request that handsets are unlocked we may arrange for handsets to be unlocked in an authorised manner and you may be charged an unlocking administration fee

1.5. CallGuard Service

1.5.1. Where we have advised you in writing that the CallGuard service has been activated on your account, unless we have advised you of specific lines or endpoints, all your analogue, ISDN2, ISDN30 lines, SIP and Horizon end points are automatically covered by the CallGuard service at the agreed tariff.

1.5.2. After taking the CallGuard Service, you may opt out on any of your lines or end points at any time by informing us in writing, which we will confirm by return.

1.5.3. The CallGuard service only applies where your outbound calls are routed over the Gamma network. If calls are routed over any other network for any reason, whether with or without your or our knowledge or permission, then these calls will not be protected by the CallGuard service and you will remain liable for these calls regardless of the nature of the calls.

1.5.4. In taking the CallGuard service you agree to us barring your line or end point should we see any unusual outbound call activity; however you accept and agree that we will not be liable for failing to bar your line or end point should our service fail to identify any unusual outbound call activity for any reason.

- 1.5.5. Where we bar your line or end point you will not be liable for any further outbound call charges on that line until the bar has been removed. Once the bar has been removed you will be liable for all further outbound call charges.
- 1.5.6. You will continue to be liable for all rental charges on any lines or end point which we may bar whether the bar is removed or not.
- 1.5.7. You agree that we will not be liable for any direct or indirect losses or consequences, financial or otherwise, where we bar your line as a result of you taking the CallGuard service.
- 1.5.8. Where a line or end point is barred as a result of the CallGuard service, we will only remove the bar on instruction from you. For the avoidance of doubt we will accept instruction to remove the bar from any employee within your company and you agree we are not liable for any direct or indirect losses, financial or otherwise, as a result of our removal of the bar.
- 1.5.9. If an endpoint has the CallGuard service enabled, it will be applied to all channels on the endpoint.
- 1.5.10. Network call diverts are excluded from the CallGuard service and do not form part of the monitored call traffic. Charges for any network call diverts and associated calls will be chargeable to you in all circumstances.
- 1.5.11. Should you opt out of the CallGuard Service, we continue to reserve the right to bar your line or end point should we see any unusual outbound call activity that we reasonably suspect to be fraudulent, however you will remain liable for all outbound call charges.
- 1.6. Line Service**
- 1.6.1. When we provide your Line service, we will route your Calls through our network. No other service provider may route these Calls or attempt to, and if they do we reserve the right to bar these Calls.
- 1.6.2. Where your Lines are transferred to us on a like for like basis, you agree to pay for any additional services which may exist on your lines that you may not have made us aware of at the time of ordering regardless of when these services are billed to us by the underlying supplier (including but not limited to telephone book entries that may be billed to us annually by BT).
- 1.6.3. To the extent the underlying Line Service is provided to us by BT and BT terminates such underlying service due to a general withdrawal of such BT service affecting the area where the Line Service is provided, we reserve the right to terminate the Line Service or replace it with an alternative service with the same or a different price, at our discretion.
- 1.7. Microsoft Teams Voice Services**
- 1.7.1. Unless otherwise specified, Teams Voice Services includes Microsoft Teams - Direct Routing, Microsoft Teams - Operator Connect and CloudUCX.
- 1.7.2. For all Teams Voice Services, it is your responsibility to ensure appropriate Microsoft licences to use Teams as a Phone system have been procured and assigned to users and you will be responsible for configuring the Microsoft Teams environment to route calls using the Teams Voice Service.
- 1.7.3. Creation and administration of your tenant, including addition of users and routing plans, will be the responsibility of your Microsoft 365 administrator. Unless otherwise specified in this Agreement, you will be responsible for Microsoft Phone System configuration and management, Microsoft Teams configuration and management, Microsoft 365 configuration and management and all user data in the Microsoft 365 tenant.
- 1.7.4. For Microsoft Teams - Direct Routing, we assume no responsibility for the assets that form part of your Teams Voice Service but are not supplied by us, or under our control, either directly or indirectly. This means that we are not responsible for any aspect of the supply, administration, provisioning, security or support of your Microsoft 365 environment, beyond providing a guide to the required initial configuration of your Microsoft 365 tenant, in order to enable connectivity to our network, and performance of service acceptance testing. Responsibility for performing this configuration will lie with you..
- 1.7.5. For Microsoft Teams - Operator Connect and CloudUCX, the number of users shall be reviewed on a monthly basis through a user report from Microsoft 365 and the Customer shall be billed for this number of users at the Service Charge detailed in this Agreement for the remainder of the Initial Term. For the avoidance of doubt, any additional users identified as using the Service shall be billed to you in your monthly bill without the need for a further signed agreement.
- 1.7.6. For Microsoft Teams - Direct Routing, unless specified, Professional Services including set up, integration to Microsoft Teams or training are excluded but are available on request and additional Service Charges shall apply to these Professional Services.
- 1.7.7. For Microsoft Teams - Operator Connect, we are responsible for the underlying Voice Service. The Microsoft Operator Connect portal remains the responsibility of Microsoft and it does not form part of the Gamma Service. Should the Microsoft Operator Connect portal be unavailable at any time for any reason, Gamma will continue to provide the underlying Voice Service in accordance with this Agreement and Gamma may replace the MS Teams - Operator Connect service with another similar service providing similar functionalities as that provided by the Microsoft Operator Connect portal.
- 1.7.8. All Microsoft Teams Voice Service require a minimum of ninety (90) days written notice of termination, such notice to be given not less than ninety (90) days before the expiry of the current Minimum Term.
- 1.7.9. For Microsoft Teams - Operator Connect, when you cease your Service with us you are responsible for unassigning your numbers within your Microsoft Teams tenant in order to cease your Service or transfer your Service to another provider. Failure to unassign your numbers will mean we cannot complete your cease and you will continue to be billed for the Service until such time you unassign your numbers.
- 2. General Conditions**
- 2.1. Emergency Services**
- 2.1.1. All Services allow access to UK emergency services and caller location information (when based in the UK) unless specifically advised otherwise within this Agreement. IP phones need an additional power supply to operate. In the event of a power failure it is your responsibility to ensure you have the means to make Emergency Calls and we will not be liable for any loss or damage (financial or otherwise) where you fail to do so. It may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.
- 2.2. Services with Call Recording**
- 2.2.1. Where you take a Service which includes call recording of inbound and/or outbound Calls you hereby accept that it is your responsibility to obtain legal advice to ensure you are fully compliant before recording any Calls. You further confirm that you will comply with all legal

requirements when using any call recording product and agree that we shall have no liability for any costs or claims which may be incurred as a result of any failure by you to comply with any legal requirements whether or not you were aware of the requirement.

2.3. Services with Music On Hold

2.3.1. Where you take a Service which permits you to upload music files for a music on hold feature, you agree to obtain any necessary licences and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so.

2.4. Third Party Licences

2.5. Where you utilise software licensed by a third party you accept and shall strictly comply with such third parties end user licence agreement, a copy of which we will either send to you or must be accepted before using the software. You will allow installs of new versions of such software and ensure your network and systems comply with the relevant specifications in any third party design documentation which we may provide to you from time to time

2.6. Number Presentation

2.6.1. Where you are able to nominate a telephone number as your outbound calling presentation number you agree to comply with all applicable laws and regulations that may be relevant at the time. Where our Service offers number presentation options, we cannot guarantee consistent presentation of the intended number for Calls made to mobile or international carriers as successful presentation of the number is entirely dependent on the carriers use of these numbers. We shall have no liability to you should your nominated number fail to present at any time.

3. Telephone Numbers

3.1. You accept that you do not own the number(s) provided to you and you have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not do so or try to do so.

3.2. You also accept that we have the right to reallocate to a third party any numbers that are provided to you for use with the Services but that you do not use for a period of six (6) months. However, if you continue to pay any recurring Service Charges for those numbers, we shall not exercise this right.

3.3. You do have the right to request to migrate numbers to another provider subject to your remaining contractual obligations contained within this Agreement.

3.4. We may put your name, address and the telephone number(s) for the Services in the telephone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as we can. However, we will not do so if you ask us not to, though any changes to existing telephone book entries will be done by BT and the timing of such change is out of our control.

3.5. If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you will be liable to pay an extra charge and sign a separate agreement for that special entry.

3.6. In relation to the IPT Service, arrangements in relation to inclusion in BT's telephone book and directory enquiries database are available on request from us.

3.7. It is your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, we accept no liability for any errors nor are we liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.

3.8. We reserve the right to withdraw any numbers from you where we are instructed to do so by a change in law or regulation.

4. Call Rates and Charges

4.1. Our call rates for outbound Calls to UK non geographic numbers are charged according to the banding used by BT. You acknowledge and agree 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 Service Charges for some of these call types may change, we will apply this change from the 1st of the month following the change and you acknowledge that we may not always be able to give you notice of such changes.

4.2. Where you take any bundled service you agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle. Unless otherwise advised in writing, any bundles including calls to mobile numbers shall include only calls to Gamma mobile and to the main UK mobile networks, which at the time of writing are EE, O2, Vodafone and Three

4.3. Unless otherwise agreed with you in writing all call costs in our Tariffs are displayed in pence per minute. All billing is per second, call durations are measured up to the whole second and the call Service Charges rounded up to a penny.

4.4. Inbound bundles include Calls which terminate to UK landline numbers only, unless specified otherwise in writing. Should you terminate your Calls to a mobile, a non-geographic or an international number then standard call Service Charges will apply and are available on request.

4.5. Call charges will be invoiced in arrears. We will calculate the Service Charges for Calls using the details recorded by our network. Rental charges will be billed in advance.

4.6. We will bill you for all Calls that are routed over our chosen network provider. Any Calls that are routed by other means for any reason beyond our control and for which you are invoiced by another provider will remain your responsibility. It is your responsibility to advise us if you receive invoices from other providers for services you believe to be with us and you should advise us as soon as you receive these invoices. We shall not be liable for any loss or damages as a result of you being invoiced by other providers (including but not limited to any perceived loss of savings).

4.7. Where you take multiple Services which are bundled into a single monthly rental and you subsequently cease any Service in full or in part you will remain liable for the full monthly rental for the remainder of the Minimum Term unless we have agreed otherwise. Notwithstanding this your minimum liability will be for the full cost of any installation, survey, set up, activation and Equipment on the ceased Service, the costs for which we will confirm at the time.

4.8. We reserve the right to offset any inbound rebates which may be due to you against any amounts you may owe to us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.

5. Fraudulent Traffic and Unusual Call Profile

5.1. You are responsible for all Service Charges if the Services are used without your full knowledge and consent or otherwise. This means by way of example but not by way of limitation that you are liable to pay for all Calls made as a result of "rogue diallers", unbarred premium rate numbers and Calls made by any third party gaining unauthorised access to your telephony systems.

Conditions for Voice Services

- 5.2. If in our reasonable opinion your call profile is indicative of fraudulent activity we reserve the right to suspend Service immediately without notice.

6. Definitions

Capitalised terms shall have the meaning set out in the Conditions for Communication Services and as follows:

“**BT**” means British Telecommunications plc;

“**Call Recording Legal Requirements Guidance**” means the call recording guidance document provided by us as may be published and varied by us from time to time (currently available at www.gamma.co.uk/legal);

“**Conditions for Communication Services**” means the document entitled “Conditions for Communication Services” provided as may be published and varied by us from time to time (currently available at www.gamma.co.uk/legal);

“**Conferencing Services**” means voice or video conferencing facilities;

“**Emergency Organisation**” means in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard services for that locality, (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies;

“**Inbound Service**” means the service under which you are able to receive Calls;

“**IP Service**” means an IP telephony service including but not limited to SIP and Horizon;

“**Microsoft Team Voice Services**” means of a range of hosted services that connects Microsoft Teams to the public switch telephony network (PSTN). It allows businesses to leverage Microsoft Teams as a telephony solution, to make and receive external calls to landlines and mobiles, supporting local and international breakout and emergency call handling without requiring Microsoft Calling Plan licenses or on-premise equipment; and

“**Outbound Services**” means the service under which you are able to make outbound Calls.