



kinex Phone Service Schedule for business

Words defined in this schedule have the same meaning as in the Contract unless otherwise stated.

1. Service description

Service overview

1.1 The Service is a Line Rental Service, a Call Service, a Cloud Voice Service and any related services we agree to provide you under the Contract.

Provision of the service

1.2 We will notify you in advance of the date on which we expect to commence supply of the Service. We will write to you to confirm the Service Start Date.

Phone book and directory entries

1.3 The Service includes one or more telephone numbers. Unless you object, this or these numbers will be put in the appropriate BT Phone Book, together with your details, and made available from BT's directory enquiries service.

Minimum period

1.4 The Service will have a Minimum Period of 1, 2 or 3 years as stated on the Front Sheet. If you have a service that is dependent on the existence of this Service you will need to retain the line for the duration of the other service.

2. Service levels and loss of Service

2.1 We aim to provide a continuous, high-quality service. We will work on any problem you report to us in line with the level of repair service you have chosen.

2.2 If you experience a fault with the Service, please contact our Customer Service Team.

2.3 You agree to supply us with all the necessary data to prove the existence of a fault and to help us to identify the cause and condition of the fault, including completing any equipment checks we may request.

2.4 You must be able to provide access to the affected site premises where we need to send an engineer to fix the fault, at the time of the scheduled engineer appointment.

2.5 We may apply a charge in accordance with the Charges Schedule or, if none is stated, based on our reasonable costs (the "Engineer Charge"), if:

1. we work outside the hours stated in the Contract; or
2. we find there is no fault; or
3. we find you or your equipment caused the fault; or
4. you do not allow access as per clause 2.4 above or fail to attend the scheduled engineer appointment.

2.6 The Engineer Charge will not apply in the circumstances outlined in paragraphs 2.5.1, 2.5.2, or 2.5.3 where (i) Line Assurance is applied to the Service during the month the engineer appointment takes place and (ii) all equipment checks required under paragraph 2.3 have been completed prior to the engineer appointment being scheduled.

2.7 We may, on request and at our discretion, make you a discretionary award to compensate you for loss of service. Payment of any compensation is in full and final settlement of any loss or damage you suffer. We will not make an award where:

1. you have not claimed compensation within 30 days of the loss of service; or
2. the loss of service is caused by a wider outage such as a network wide outage; or
3. the loss of service is caused by a matter beyond our reasonable control; or
4. we suspend the service as set out in the Contract; or
5. we are unable to provide the service through no fault of our own.

2.8 Subject to paragraph 2.6, we will not be responsible for faults caused by the Customer Equipment or your negligence or breach of Contract and may recover from you all our reasonable costs in such cases.

3. Equipment

3.1 We do not provide any equipment for our fixed line Services, such as phones or other hardware as part of our Service.

3.2 Where we supply Equipment to you to access Cloud Voice:

1. risk passes and acceptance takes place at the time of delivery;
2. where you pay us for Equipment in advance of delivery of the Equipment to you, title passes on delivery;
3. if 2. does not apply, if you or we terminate the Contract, you must return the Equipment at your own cost and/or pay Charges as set out in the Charges Schedule;
4. you agree not to sell, charge, assign transfer or dispose of or part with possession of or encumber the Equipment in any way;
5. we reserve the right to substitute or discontinue Equipment;

6. you must follow any user instructions provided by us with the Equipment.
- 3.3** If you tell us about a fault in the Equipment which is due to faulty design, manufacture or materials we will replace or repair (at our option) the Equipment or the faulty part free of charge provided that:
1. the Equipment has been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any, and has not been modified except with our written consent; or
 2. the fault is not due to accidental or wilful damage; interference with or maintenance of the Equipment by anyone other than us or our third-party supplier; or
 3. the Equipment has not been tampered with so as to invalidate the guarantee.
- 3.4** Paragraph 3.3 does not cover fair wear and tear.
- 3.5** Where you install the Equipment, you will normally be required to return faulty Equipment to us unless we agree otherwise in writing.
- 3.6** If you report a fault and we find there is none or the fault falls outside paragraph 3.3 above, we may charge you as set out in the Charges Schedule.

4. Charges

- 4.1** You must pay the Charges for the Service and for any Equipment that you buy or rent from us as set out in the Charges Schedule.
- 4.2** We will apply any credits to your bill in arrears.
- 4.3** If you are using any free of charge services, applications or features, these will end on the day the Contract ends.

5. Additional conditions

- 5.1** We cannot and do not guarantee that we will provide equivalent services or calling features to those provided by your previous provider.
- 5.2** If you transfer to us from a third-party service provider, we will try to maintain your previous BT Phone Book and Directory Enquiries status where we know of it. For example, if we know you are ex-directory we will try to maintain that status. However, if we cannot identify your status, your details will be included in the BT Phone Book and Directory Enquiries. You can contact us to ask us to change your status.
- 5.3** You authorise us to act on your behalf in all dealings with Openreach or any other network operator or service provider in connection with the Service. You agree that Openreach or any other network or service provider may provide us with your personal data to allow us or any nominated third party to connect you to, and provide you with, the Service.
- 5.4** Where you are using or have used the Service in breach of our Acceptable Use Policy or we believe this is the case, we may report this to and/or co-operate with the police or any regulatory or similar authority. You agree that we may pass on your personal details/data to these authorities or bodies, in particular where we are required to do so by law.
- 5.5** We may use a nominated third party to connect you to, and/or provide you with, the Service.
- 5.6** We may accept instructions regarding the Service from any person who reasonably appears to be acting on your authority. Any agreements made on your behalf by such a person will be binding on you and subject to the Contract.
- 5.7** Call data records will be kept for the purposes of billing, backup, problem solving, network management, marketing, in relation to any breach of our Acceptable Use Policy and where required by law.

6. Actions we may have to take

- 6.1** We may have to change the Service including your phone number and/or STD code for operational reasons.
- 6.2** We may discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change your Service as necessary if any operator does so to the telecommunications services or any part of it provided to us.
- 6.3** If you choose to use another provider for some or all of your calls we may at our sole discretion decide to:
1. bar the use of IDA or CPS codes;
 2. charge a higher fee for the use of the Service;
 3. terminate the Contract; and/or
 4. disconnect all or any part of the Service.

7. Premises moves

- 7.1** You will be required to pay the Charges as listed in the Charges Schedule in connection with any move you may make to new premises.
- 7.2** We will not be responsible for any loss of Service during any move you may make.

8. Fair use policy

- 8.1** We operate a fair use policy. If you take our "Unlimited Landline and Mobile Calls" bundle or our "Anytime UK Landline" bundle, calls are restricted to 60 minutes. Calls to be made in accordance with normal usage patterns of our customer base as a whole. Calls made outside of these restrictions will be charged at the applicable rate/out of bundle costs as set out in the Charges Schedule.